



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

WEDNESDAY, OCTOBER 25, 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 **November 1, 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 & UPDATES

1. Confirm Appointment of Kristen Sluiter to the Bremerton Parks & Recreation Commission
2. Supplemental Agreement No. 1 with DKS Associates, Inc. for Pedestrian Crossing Safety Project
3. Goods & Services Agreement for Purchase of a Cummins Emergency Generator for Lift Station CE-1
4. Resolution No. 3367 to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area
5. Change Order No. 2 to the Public Works Agreement with Utter Associates, Inc for Design and Installation of Audio-Visual Equipment at the Bremerton Municipal Court
6. Update on Oyster Bay Avenue Site Preparation & Homeless Shelter Development *Information only*
7. Proposed Public Hearing on Resolution to approve Community Development Block Grant/HOME Funding Recommendations for inclusion in the 2024 CDBG/HOME Action Plan
8. Proposed Public Hearing on Revenue Sources for the 2024 City of Bremerton Budget
9. Ordinance to amend and re-establish City Rates and Fees for 2024
10. Ordinance to amend and re-establish Utility Assessments, Rates, and Fees, and Charges for 2024
11. Ordinance to levy Property Taxes for Collection in 2024

B. DIVERSITY, EQUITY & INCLUSION PROJECT UPDATE & DISCUSSION

- Will be facilitated by MFR Coaching & Consulting and Clarity Partnerships

Continued on next page...



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

C. GENERAL COUNCIL BUSINESS

1. Discussion on Charter Section 18 relating to the City Auditor *Information only*
2. Discussion on possible definitions for Livability relating to the Joint Transportation Compatibility Plan *Information only*
3. ~~Discussion on Social Media Guidelines for Elected Officials *Information only*~~
4. ~~Discussion on City Communications Position *Information only*~~
5. Audit Committee Briefing (*Last Meeting 10/16/23*) – Chair Anna Mockler
6. Public Works Committee Briefing (*Last Meeting 10/17/2023*) – Chair Anna Mockler
7. Regional and Other Committee/Board Briefings
8. Other General Council Business (*As necessary, and as time allows...*)

D. ADJOURNMENT OF STUDY SESSION

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT:

Confirm Appointment of Kristen Sluiter to the
Bremerton Parks & Recreation Commission

Study Session Date: October 25, 2023

COUNCIL MEETING Date: November 1, 2023

Department: Executive

Presenter: Mayor Wheeler

Phone: (360) 473-5266

SUMMARY:

The Mayor is seeking confirmation for the appointment of Kristen Sluiter to the Bremerton Parks & Recreation Commission. The term expires September 29, 2026.

ATTACHMENTS: Application to the commission is available in the Mayor's office.

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 confirm the appointment of Kristen Sluiter to the Bremerton Parks & Recreation Commission for the term expiring September 29, 2026.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT:

Supplemental Agreement No. 1 with DKS Associates, Inc. for Pedestrian Crossing Safety Project

Study Session Date: October 25, 2023
COUNCIL MEETING Date: November 1, 2023
Department: PW&U-Engineering
Presenter: Chris Dimmitt
Phone: (360) 473-2307

SUMMARY:

In November 2022, the City executed a contract with DKS for the design of the Pedestrian Crossing Safety Project in the amount of \$220,049.25. The proposed Supplement No. 1 increases the contract value by \$66,493.87 to a new total of \$286,543.12; the work includes additional design work and Right-Of-Way (ROW) services. The supplement is a WSDOT standard agreement with its standard terms and conditions.

ATTACHMENTS:

1) Supplement No. 1 with DKS Associates, Inc.

FISCAL IMPACTS (Include Budgeted Amount): This project is fully funded by a Highway Safety Improvement Program (HSIP) Grant.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Supplement No.1 between the City of Bremerton and DKS Associates, Inc for the Pedestrian Crossing Safety Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve Deny Table Continue No Action



Supplemental Agreement Number <u>01</u>		Organization and Address	
Original Agreement Number 315042		DKS Associates 719 2nd Ave, Suite 1250 Seattle, WA 98104 Phone: 206-328-9800	
Project Number HSIP-000S(629)	Execution Date 11/02/2022	Completion Date 12/31/2024	
Project Title Systemic Pedestrian Treatments - Rectangular Rapid Flashing Beacons	New Maximum Amount Payable \$ 286,543.12		
Description of Work The project will install Rectangular Rapid Flashing Beacons (RRFB) systems at eight locations throughout the city of Bremerton. The project will include thermoplastic marked crosswalks and ADA curb ramps associated with the RRFB enhanced marked crosswalks.			

The Local Agency of City of Bremerton
desires to supplement the agreement entered in to with DKS Associates
and executed on 11/02/2022 and identified as Agreement No. 315042

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit A attached

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No changes

III

Section V, PAYMENT, shall be amended as follows:
See Exhibit D attached.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Richard Hutchinson, DKS Associates By: Greg Wheeler, Mayor City of Bremerton

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	47,576.53	6,202.45	53,778.98
Overhead (Including Payroll Additives)	86,527.44	11,280.40	97,807.84
Direct Non-Salary Costs	72,623.86	47,274.34	119,898.20
Fixed Fee	13,321.42	1,736.69	15,058.11
Total	220,049.25	66,493.87	286,543.12

EXHIBIT A

SCOPE OF WORK

City of Bremerton - Systemic Pedestrian Treatments- RRFB

Bremerton, WA

Supplement #1

November 1, 2023

Project Description

The City of Bremerton (CITY) requested the DKS team (CONSULTANT) re-design the curb ramps at the southeast and southwest corner of the Perry Ave and Stone Way intersection to fit with the Kitsap County sidewalk improvement design north of the intersection crossing the city limits.

During the design, it was identified that the project needs right-of-way acquisitions for one (1) parcel and eight (8) Temporary Construction Easements (TCE). The original scope of work assumes two (2) TCEs in support of the City's project objectives.

All other assumptions from the base contract are still in effect with the exception of tasks and deliverables delineated in this supplement.

Task 1: Project Management

The CONSULTANT will perform project management and administration tasks for the sub-consultants contract and additional scope of work.

The CONSULTANT will work with the CITY to coordinate with the County's design north of the Perry Ave and Stone Way intersection.

Task 5: 90% Design

The CONSULTANT will revise the 90% PS&E packages for the curb ramp re-design at Perry Ave and Stone Way. Both southeast and southwest corners will be revised to two curb ramp designs from the current combined signal ramp design. The CONSULTANT will also add the crosswalk pavement markings on the east and west leg of the intersection connecting to the County designed curb ramp on the north side of Stone Way.

Fee covers redesign of 4 curb ramps at Stone Way and Perry Ave. All other deliverables are unchanged from base contract.

Task 5 Deliverables:

The curb ramps redesign will be part of the 90% PS&E package. No separated design deliverables.

Task 6: 100% Design and Bid Documents

The CONSULTANT will incorporate the four curb ramp design at Stone Way and Perry Ave. Both southeast and southwest corners are changed to two curb ramp designs. The crosswalk pavement markings are added on the east and west leg of the intersection connecting to the County designed curb ramp on the north side of Stone Way.

Fee covers redesign of 4 curb ramps at Stone Way and Perry Ave. All other deliverables are unchanged from base contract.

Task 5 Deliverables:

The curb ramps and pavement marking design will be part of the 100% design and final bid documents. No separated design deliverables.

Task 8: Right-of-Way Services

ROW Plans

The original contract set aside a \$5,500 fee for ROW confirmation, plans, and obtaining title reports assuming (2) temporary construction easements. As the design is being finalized, the project identified one parcel that need exhibits, maps and legal descriptions; and eight Temporary Construction Easements (TCE) will be required for construction.

The CITY authorizes the CONSULTANT to use the \$5,500 set-aside budget for ROW plans. This task revision includes additional budget to cover 6 additional TCEs and one acquisition.

ROW Services

- The right-of-way needs for 30% plans have been developed. The ROW services scope is amended based on (6) additional temporary construction easements and one fee takes – a total of six additional parcels in support of the CITY's project objectives

- Regarding the six (6) additional parcels requiring fee takes and temporary construction easements, it is assumed they are non-complex in nature, will amount to less than \$25,000 each, and therefore valuations can be provided via Administrative Offer Summary (AOS) reports. It is understood that federal funding will be a component of the program and therefore that WSDOT Right-of-Way Certification will be required

Project Management

- Attend kick-off meeting with the CITY to obtain further project background and discuss design impacts and communications approaches for each property/business owner and tour each project site.
- Lead regular acquisition status meetings, provide verbal and written status reporting, a total of two 30-minutes status meetings and 6 monthly reports for the acquisition of ROW from six additional parcels.
- Coordinate with design team, project team, city's public outreach teams in settlement and mitigation strategies for an additional six parcels.
- Provide oversight into State and Federal compliance issues and requirements for six additional parcels.

Valuation Services

- Complete Administrative Offer Summaries (AOS's) for six additional parcels - resulting with a total of eight AOS reports based on WSDOT and Uniform Relocation Act requirements.
- Perform market data research, improvements valuations, for (6) additional acquisitions.
- Integrate valuation findings into final valuation determinations and offer packages for CITY review/approval for six additional parcels.
- Title Review and Offer Package Preparations for six additional parcels.
- Review preliminary title reports, confirm vesting interest of each parcel affected for six additional parcels.
- Prepare acquisition files according to WSDOT, CITY and Uniform Relocation Act standards for six additional parcels.
- Prepare offer packages, conveyance documents, notices and all other documentation associated with the negotiations process. If acquisitions require the need for fee takes and permanent easements from additional parcels, an additional budget will be negotiated before commencing work

Negotiations/Settlement Justifications

- Contact property owners, impacted by CITY's acquisition, present offer packages for six additional parcels.
- Negotiate and settlement terms for TCE and/or permits, perform property research, counteroffer justifications and other data to reach settlement for six additional parcels.
- Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations for six additional parcels.
- If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, the CONSULTANT shall provide written notice to the CITY of impasse in negotiations and recommendation for condemnation
- If the CITY choses to continue negotiations as opposed to filing condemnation, an additional budget to extend negotiation efforts will be negotiated.
- Prepare Administrative Justification Settlement Memorandums, per CITY, WSDOT and Uniform Act requirements for one parcel – resulting in no changes to scope our hours.
- Facilitate execution of all conveyance documents, prepare CITY payment vouchers and coordinate with CITY on owner settlement payments for six additional parcels.

WSDOT Certification Oversight/Project Close Out

- Prepare all acquisition files for WSDOT Local Area Coordinator (LAC) Review for six additional parcels.
- Coordinate with WSDOT LAC on certification issues and concerns that arise, as needed
- Provide CITY with final, closed out, acquisition files, both digital and hard copies for six additional parcels.

Assumptions

- All negotiations shall continue to follow the CITY's approved ROW procedures. This includes negotiations being conducted by a WSDOT certified real estate agent and diaries kept for all interactions with property owners
- Any title clearance to be performed by CITY
- Right-of-way plans and right of way legal descriptions to be provided by CONSULTANT's team
- CITY will facilitate payment of claims to affected property owners.
- Consultant will order and pay for six additional (6) Preliminary Title Reports (PTR's) necessary to confirm all affected ownerships. Cost of PTR's is included in this Scope and Fee Proposal. Any title clearance action is not included in this scope of work
- All valuations are assumed to less than \$25,000. If above, scope and fee proposal is subject to revision to account for appraisal and appraisal review costs, per Uniform Act Requirements. An additional budget to include appraisal fees will be negotiated prior to commencing work

- Scope and Fee Proposal in Amendment 1 is based on design assumptions based on the 30% plan submittal.

Task 8 Deliverables:

- Draft ROW plans - in conjunction with the 30% milestone
- Final ROW plans - in conjunction with 100% PS&E milestone
- Developing project funding estimate (PFE) for WSDOT approval
- Obtaining ROW certification from WSDOT for the project
- Permitting, licensing, recording fees or closing costs are not included.

HOURLY AND FEE ESTIMATE

EXHIBIT D

**Project: City of Bremerton Systemic Pedestrian Treatments RRFB
Supplement #1**

10-Oct-23

DKS Associates

Task	Description	Labor Hour Estimate							Hours	Direct Labor Cost	Overhead 181.87%	Profit 28%	Total Fee Effective multiplier 3.0987	
		Principal Engineer	Project Manager	Senior Engineer	Project Engineer	Assistant Engineer	CAD Technician	Project Coordinator						Admin
		\$ 101.65	\$ 76.89	\$ 59.66	\$ 51.25	\$ 47.21	\$ 36.63	\$ 39.15						\$ 40.43
Task 1 - Project Management														
1.1	General Project Management	0	8	0	0	0	0	3	0	11	732.57	1,332.33	205.12	2,270.01
1.2	QA/QC	0	4	8	0	0	0	0	0	12	784.84	1,427.39	219.76	2,431.98
1.3	Coordination and Meetings (1)	0	4	2	0	0	0	0	0	6	426.88	776.37	119.53	1,322.77
Task Totals		0	16	10	0	0	0	3	0	29	1,944.29	3,536.08	544.40	6,024.77
Task 5: 90% Design														
5.1	90% Design Plans		3	8	8	20	18			57	2,721.49	4,949.57	762.02	8,433.08
5.2	90% Specifications		0	0		0		0		0	-	-	-	-
5.3	90% Construction Cost Estimate		0	1		2				3	154.08	280.23	43.14	477.45
5.4	Draft MEF Document					0				0	-	-	-	-
Task Total		0	3	9	8	22	18	0	0	60	\$ 2,875.57	\$ 5,229.80	\$ 805.16	\$ 8,910.53
Task 6: 100% Design and Bid Documents														
6.1	100% Design Plans		1	3	2	12	6			24	1,144.67	2,081.81	320.51	3,546.99
6.2	100% Specifications		0	0		0		0		0	-	-	-	-
6.3	100% Construction Cost Estimate		0	0		1		0		1	47.21	85.86	13.22	146.29
6.4	Final MEF Document		0	0		0				0	-	-	-	-
6.5	Bid Ready Package			1		2	1			4	190.71	346.84	53.40	590.95
Task Total		0	1	4	2	15	7	0	0	29	\$ 1,382.59	\$ 2,514.52	\$ 387.13	\$ 4,284.23
Task 8 - Right-of-Way Services														
8.1	ROW Plans (KPG)													
8.2	ROW Services (Abeyta)													
Task Total		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
SUM		0	20	23	10	37	25	3	0	118	\$ 6,202.45	\$ 11,280.40	\$ 1,736.69	\$ 19,219.53
Sub Consultants:														
KPG PSOMAS: Task 8.1 - ROW Plans												\$	3,943.37	
Abeyta: Task 8.2 - ROW services												\$	43,330.97	
ODC:														
Milage/Print														
												Grand Total	\$ 66,493.87	

KPG PSOMAS

COST COMPUTATIONS

Client: DKS

Project: Bremerton Systemic Pedestrian Treatments RRFB

Supplemental Budget for Right of Way Plans and Legal Descriptions

DATE: October 2023

Task No.	Task Description	Labor Hour Estimate					Total Hours and Labor Fee Estimate by Task		
		Survey Manager	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Senior Survey Technician			
		\$82.73	\$82.00	\$64.50	\$54.06	\$45.12	Hours	Fee	
Task 12 Right-of-Way Plans									
12.1	ROW Rearch	Done under previous task					0	\$	-
12.2	ROW Plans Preparation					24	24	\$ 1,082.88	
12.3	Legal Descriptions and Exhibits					5	5	\$ 225.60	
Task Total		0	0	0	0	29	29	\$ 1,308.48	
Total Labor Hours and Fee		0	0	0	0	29	29	\$ 1,308.48	
ICR Overhead @ 1.7337% =							\$	2,268.51	
Fixed Fee @ 28% =							\$	366.37	
Total KPG (DL + OH + Fixed Fee) =							\$	3,943.37	
Subconsultants									
							N/A		
Total Subconsultant Expense							\$	-	
Reimbursable Direct Non-Salary Costs									
Mileage at current IRS rate							\$	-	
Reproduction Allowance							\$	-	
Total Reimbursable Expense							\$	-	
Total Estimated Budget							\$	3,943.37	

Note: this budget is a supplement to the \$5,500 originally allocated for ROW plans and Legal Description Preparation

Supplement 1
City of Bremerton - Systemic Pedestrian Treatments- RRFB

Item 1: Project Administration			\$61.53	\$50.32	SR	Title	REO	Escrow	Total
	Prop Mgt	Admin	SR/PM Agent	Acq Agent	Acq Agent				
Coord with City and DKS (three additional hours).			3	0					3
Certification Assistance / Coordination with City and WSDOT - four additional hours			4	0					4
Clerical -			0	0					0
Contract Admin and Management of overall ROW activities (5 additional hours)			5	0					5
Administrative Offer Summary Reports (8) Parcels (60 additional hours)			24	32					56
Progress Reporting, Meetings & Kick-off Meetings - (5 additional hours)			5	0					5
Prepare one ROW Funding Estimate - [8 Parcels: 1 fee take and 7 TCE(s)] = 12 additional hours			12	0					12
Coord w/Subconsultants-			0	0					0
Hours:	0	0	53	32	0	0	0	0	85
Direct Labor \$:	0.00	0.00	3,261.09	1,610.24	0.00	0.00	0.00	0.00	\$ 4,871.33

Item 2: Right-of-Way Acquisition									
Title, Plans, and Appr. Review - six additional parcels = 44 additional hours			22	22					44
Pre-Offer/File Setup/Document Prep - 8 packages/files for (7) parcels with TCE(s) & 1 parcel with a Fee Take = 52 additional hours			25	25					50
Negotiations (TCEs from seven tax parcels and fee take from one parcel) = 108 additional hours.			53	55					108
Administrative Settlement Memorandums (1 Parcel) No additional hours.			0						0
Clearing Title - City assumes the risk and/or is responsible for clearing title.			0	0					0
Condemn Support -			0	0					0
Data/file & Diary Management, Maintenance for City & WSDOT = six additional parcels = 28 additional hours.			14	14					28
Hours:	0	0	114	116	0	0	0	0	230
Direct Labor \$:		0.00	7,014.42	5,837.12					\$ 12,851.54

Direct Labor Totals:									
Hours:	0	0	167	148	0	0	0	0	315
Dollars:	0	0.00	10,275.51	7,447.36	0	0	0	0	\$ 17,722.87

Per Parcel Breakdown:	
Summary	
Direct Salary Cost	\$ 17,722.87
Overhead Cost @ 110.00%	\$ 19,495.16
Fee @ 26%	\$ 4,607.95
Labor	\$ 41,825.97
Expenses	\$ 1,505.00
Subconsultant	\$ -
Contract Total	\$ 43,330.97

Direct Salary Cost:	\$ 17,722.87
Direct Labor Rate:	\$ 17,722.87
Audited Overhead Rate:	110% \$ 19,495.16
Profit:	26% \$ 4,607.95
Composite Multiplier:	136% \$ 41,825.97
	*Total Labor Fee: \$ 41,825.97
Expenses:	
Review Appraisal	\$ -
Appraisal	\$ -
Mileage/Travel	\$ 825.00
Reprographic, Copy, & Printing	\$ 300.00
Courier Overnight Postage	\$ 380.00
	Subtotal: \$ 1,505.00
	*TOTAL \$ 43,330.97

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A3

SUBJECT:

Goods & Services Agreement for Purchase
of a Cummins Emergency Generator for
Lift Station CE-1

Study Session Date:	<u>October 25, 2023</u>
COUNCIL MEETING Date:	<u>November 1, 2023</u>
Department:	<u>PW&U/WWTP</u>
Presenter:	<u>Eric J. Burris</u>
Phone:	<u>(360) 473-5448</u>

SUMMARY: The emergency generator at lift station CE-1 dates from the 1980s and is no longer supported by the manufacturer. The City has standardized on Cummins emergency generators to ensure compatibility with other equipment, and to help ensure parts and service availability. Staff received a quote from Cummins in the amount of \$113,011.08 including shipping and applicable Washington state sales tax for a replacement generator for this location. Staff will perform all installation and performance testing of the new generator upon receipt.

ATTACHMENTS: 1) Goods and Services Agreement; 2) Sales quote from Cummins; 3) Sole Source Memo

FISCAL IMPACTS (Include Budgeted Amount): Funds are available from Wastewater Capital

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the purchase of a Cummins emergency generator through a Goods and Services Agreement for \$113,011.08 including tax, and authorize the Mayor to finalize and execute the purchase with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve Deny Table Continue No Action

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and **Cummins** ("Vendor"), whose mailing address is:**500 Jackson Street, Columbus, Ohio 47201-6258**

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City:

New Generator at Lift Station CE-1 per quote #Q-183740-20230630-1314, dated June 30th, 2023. These terms and conditions shall incorporate and include Cummins terms and conditions attached as Exhibit A.

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services within **30 - 45 calendar days** calendar days from the date all parties have signed this Agreement.

III. COMPENSATION. The City shall pay the Vendor the total amount of **\$113,011.08**, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

To be Invoiced Within 30 Days of Delivery payment due net 30

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

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

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

- A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.
- B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.
- C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.
- E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

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

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

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

- 1. Immediately give a signed written notice of protest to the City;
- 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.

- b. The nature and circumstances that caused the protest.
- c. The provisions in this Agreement that support the protest.
- d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
- e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

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

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

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

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

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

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

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

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM

WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

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

VIII. WARRANTY. Goods purchased hereunder are accompanied by an express written manufacturer's warranty ("Warranty") and, except as previously provided in this Agreement, is the only warrant offered on such goods. The Vendor shall correct all defects in workmanship and materials during the term of the Warranty set forth in Vendor's Quotation ("Warranty Term") in accordance with the Warranty Term. Defects corrected under the Warranty are warranted for the time remaining under the Warranty Term. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time, the City may complete the corrections at the expense of Vendor.

IX. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all third party claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with bodily injury, death or tangible property damage to the extend caused by defective goods manufactured by Vendor and delivered to City under this Agreement.. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn:Eric Burris
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Zach Schulte
Cummins
500 Jackson St
Columbus, Ohio 47201-6258

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

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

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

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

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

R. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL VENDOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM VENDOR'S SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL VENDOR'S LIABILITY TO CITY OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CITY OR ON CITY'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES CITY'S SOLE RECOVERY AGAINST VENDOR FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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

CITY:

VENDOR:

CITY OF BREMERTON

CUMMINS

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
KYLIE J. FINNELL, Bremerton City Attorney

By: _____
ANGELA HOOVER, City Clerk

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June 30, 2023

Prepared by

Zach Schulte
 (206) 794-9801
 zach.t.schulte@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DFEK Commercial Diesel Generator Set, 500kW Standby 60Hz U.S. EPA, Stationary Emergency Application 500DFEK, Diesel Genset, 60Hz, 500kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 None-Vibration Isolators-Normal Duty Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 105C Housing-None Enclosure Paint-None Fuel Water Separator Control Mounting - Front Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Left Only Circuit Breaker - 1200A, Left, 3P, 600/415V, SS RMS, 80%UL/IEC Circuit Breaker or Terminal Box Right-None Bottom Entry, Left Circuit Breaker or Entrance Box or Terminal Box, Right-None Indication - Ground Fault Exhaust Connector - NPT Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature Genset Warranty - 2 Years Base Literature - English Packing - None	1
2	OTECE, OTEC Transfer Switch-Electronic Control: 1200A OTEC1200, Transfer Switch- , PowerCommand, 1200 Amp Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Cable Lugs - Mechanical, 4 - 600MCM/Pole Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC PC40 Control Auxiliary Relay - Switch in Emergency Position - 24 Volts DC	1

	Auxiliary Relay - Switch In Normal Position - 24 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	
3	Vibration Isolator, Seismic-2000lbs, 1.11" Deflection, 1802lbs/in Spring Rate	6
4	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
5	Exhaust silencer and flex, shipped loose and installed by others	1
6	Battery boxes and racks	1
7	Delivery to site, off-loading by others	1
8	Generator batteries, Group 8D	2
9	Start up and system testing with a 2 hour load bank test.	1

TOTAL: \$ 103,490.00

Tax 9.2%: 9,521.08

Grand Total: 113,011.08

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

No specifications or electrical drawings provided or reviewed for this proposal.

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.



Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

LEAD TIME:

Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Current lead-time for the generator is 45 - 47 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Zach Schulte, Territory Manager
zach.t.schulte@cummins.com
(206) 794-9801

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date



Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" ~~and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.~~ Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. ~~No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.~~

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

~~**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.~~

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. ~~This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim~~

~~arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.~~

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Public Works and Utilities Department

100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5920 • FAX (360) 473-5360

DATE: August 3, 2022
TO: Procurement File
FROM: Cami Apfelbeck, Water Utility Manager
Eric Burris, Wastewater Utility Manager
SUBJECT: Sole Source Determination

In accordance with Bremerton Municipal Code 2.76.090, Sole Source Purchases, the purpose of this memorandum is to document the necessity of sole source procurement methodology for the purchase of Cummins generators and generator services.

Reasoning (check all supporting options below):

- Compatibility to existing City standard or to existing equipment, inventory, systems, data, programs or service. (Attach the business case for the standard and attach a copy of the standard if it is written).
- Licensed or patented product with only one dealer. (Include a statement explaining why this particular licensed or patented product the only one suitable for your purpose)
- Authorized service provider, repair and/or warranty services. The City requires service or repair support for products or equipment owned by the City, and the vendor is either a factory authorized warranty service provider or that particular vendor is required for warranty services according to the conditions of a current City contract.
- Unique design: Requires unique features that are essential aesthetic requirements, or not practical to match to existing design or equipment, such as artwork. Describe.
- Special bargain: This might include a surplus item, an auction sale, used equipment, returned "open box" purchase, or other similar one-time bargains. Describe.
- Delivery date: Only one supplier can meet required delivery date. Explain why this delivery date is essential. This can only be used in limited circumstances, for delivery deadlines that are the result of an unanticipated situation, and not a circumstance that could have been reasonably anticipated or averted by advance City planning.
- Project or research continuity: Product, systems, services or data must comply with an ongoing project, research, data, testing or analysis without a compromise in the integrity of the project. Also, this should be a situation that cannot be replicated by another company because there is a



Public Works and Utilities Department

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legal or physical obstruction to disclosing the project information to allow another company the opportunity to replicate. Examples include situations where a company has legal and/or proprietary rights to customization such as software code, or to data; or testing or data is collected through a unique measuring instrument that cannot be accurately duplicated and offered by another vendor.

Requirement by funding source: Lender, grantor (such as federal government) or other provider of funds requires the specific product, service or system. Attach a copy of the document that clearly shows such a requirement is imposed by the funding source.

Legal monopoly: Only one supplier, such as electricity, water, or sewage.

Trial and evaluation projects: A limited duration, limited scope pilot, trial or evaluation of a product, range of products or services. A trial or evaluation project would typically be part of establishing a standard for a City department, or to pilot a particular product or services for a City need. Describe the pilot, specify the scope of the pilot, and attach information to confirm that the pilot is part of a purposeful department pilot initiative.

Other. Describe. Why is this the only company that can provide the sole source product or service? The reference section reference section explains why a particular product, manufacturer or service is necessary. The section below discusses why the company you request is the only available company.

Cost/Quote support:

See attached quotes and service agreements. Our staff believes this is a fair and reasonable price.

Therefore, it is my determination that it is in the City's best interests to purchase Cummins generators and generator services through direct negotiation, pursuant to BMC 2.76.090 and 2.76.010, and that sole source purchase of these Cummins generators and generator services is justified for this procurement.

Recommended by:

Cami Apfelbeck Digitally signed by Cami Apfelbeck
Date: 2022.08.03 11:35:35 -07'00'

Cami Apfelbeck, Water Utility Manager

Eric J. Burris Digitally signed by Eric J. Burris
Date: 2022.08.03 12:11:49
-07'00'

Eric Burris, WWTP Manager

Approved by:

Tom Knuckey Digitally signed by Tom Knuckey
Date: 2022.08.03 13:45:52 -07'00'

Thomas Knuckey, Public Works and Utilities Director

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A4

SUBJECT:

Resolution No. 3367 to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area

Study Session Date:	<u>October 25, 2023</u>
COUNCIL MEETING Date:	<u>November 1, 2023</u>
Department:	<u>Public Works</u>
Presenter:	<u>Janelle Hitch</u>
Phone:	<u>(360) 473-5285</u>

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.

A Public Hearing was held during the October 18, 2023 Council Meeting.

ATTACHMENTS: Resolution No. 3367, 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. 3367 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. 3367

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.

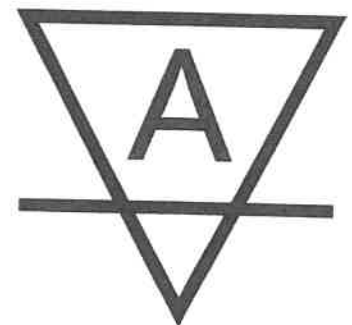
Summary: As demonstrated in the DCD Annexation Analysis, a significant number of additional properties are needed to support annexation of this area. As such, Public Works staff consider annexation as currently infeasible. The City Council must decide in its sole and absolute discretion whether to provide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

Fisher Plat

Comprehensive Plan and Regulatory History

Bremerton City Council Meeting

October 18, 2023



**ALCHEMY
DEVELOPMENT**

Fisher Plat Comprehensive Plan and Regulatory History

The Growth Management Act ("GMA") encourages counties to establish regional coordinating bodies such that growth, infrastructure, and other plans are well understood, coordinated, and strategized by all agencies within the county that have jurisdiction over land and infrastructure planning.

The Kitsap Regional Coordinating Council (KRCC) consists of the county, all three cities, tribes, Navy, and two ports. This body convenes regularly to review growth plans and distribute the growth that is projected by the Puget Sound Regional Coordinating Council.

ALL counties and cities are required to take their share of growth.

Any member of the KRCC can appeal the County's Comprehensive Plan if they disagree with its contents.

Kitsap's first plans following GMA adoption were heavily appealed and did not survive. The first plan to meet compliance passed in 1998.

Kitsap County maintains a historical record of all the comprehensive plans that have been adopted since 1998.

This packet contains pictures of 60% of those plans (to save paper and space) and clearly demonstrates that for **25 years**, Kitsap County has planned for, and, the **City of Bremerton has consented to targeting the Fischer property for urban-levels of growth.**

Kitsap County Past Regulatory Maps



Kitsap County

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[Kitsap](#) > [DCD](#) > [Past Regulatory Maps](#)

Past Regulatory Maps

Past Planning and Regulatory Maps

1998 Comprehensive
Plan Land Use Map



2002 Comprehensive
Plan Land Use Map



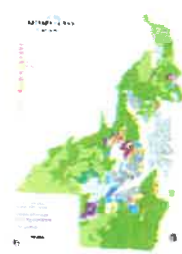
2002 Zoning Map



2003 Comprehensive
Plan Land Use Map



2003 Zoning Map



2004 Comprehensive
Plan Land Use Map



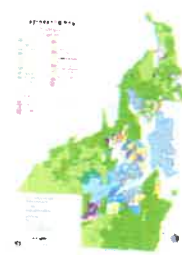
2004 Zoning Map



2005 Comprehensive
Plan Land Use Map



2005 Zoning Map



2006 Comprehensive
Plan Land Use Map



2006 Zoning Map



2007 Comprehensive
Plan Land Use Map



2007 Zoning Map



CONTACT

Department of Community Development

Planning and Environmental Programs

(360) 337-5777  (Kitsap 1)

MAILING ADDRESS

614 Division Street - MS36

Port Orchard, WA 98365

Office Location

619 Division Street

Port Orchard, Washington

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\(All Departments\)](#)

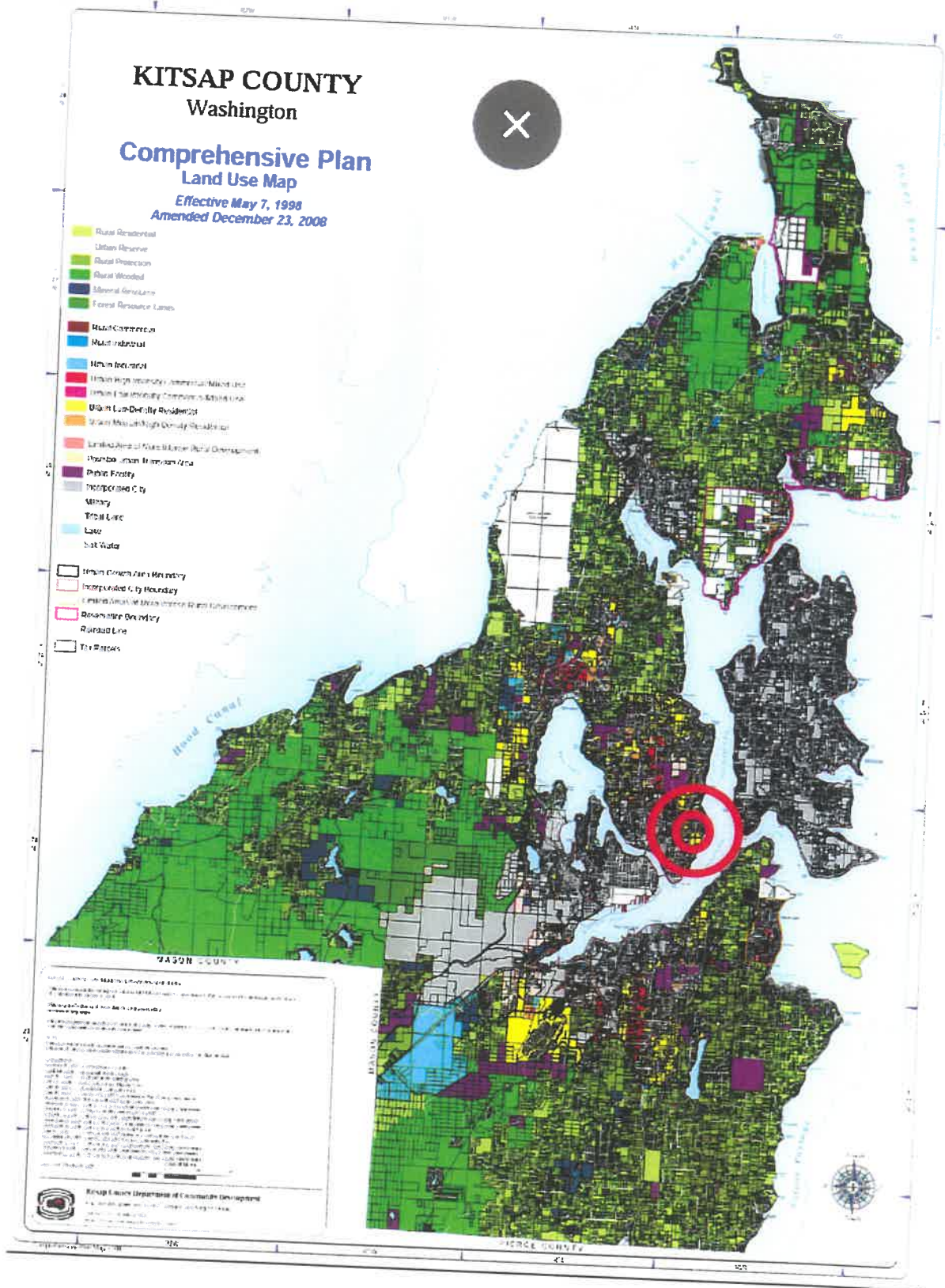
[Kitsap County Zoning - Quick reference guide](#)

Disclaimer

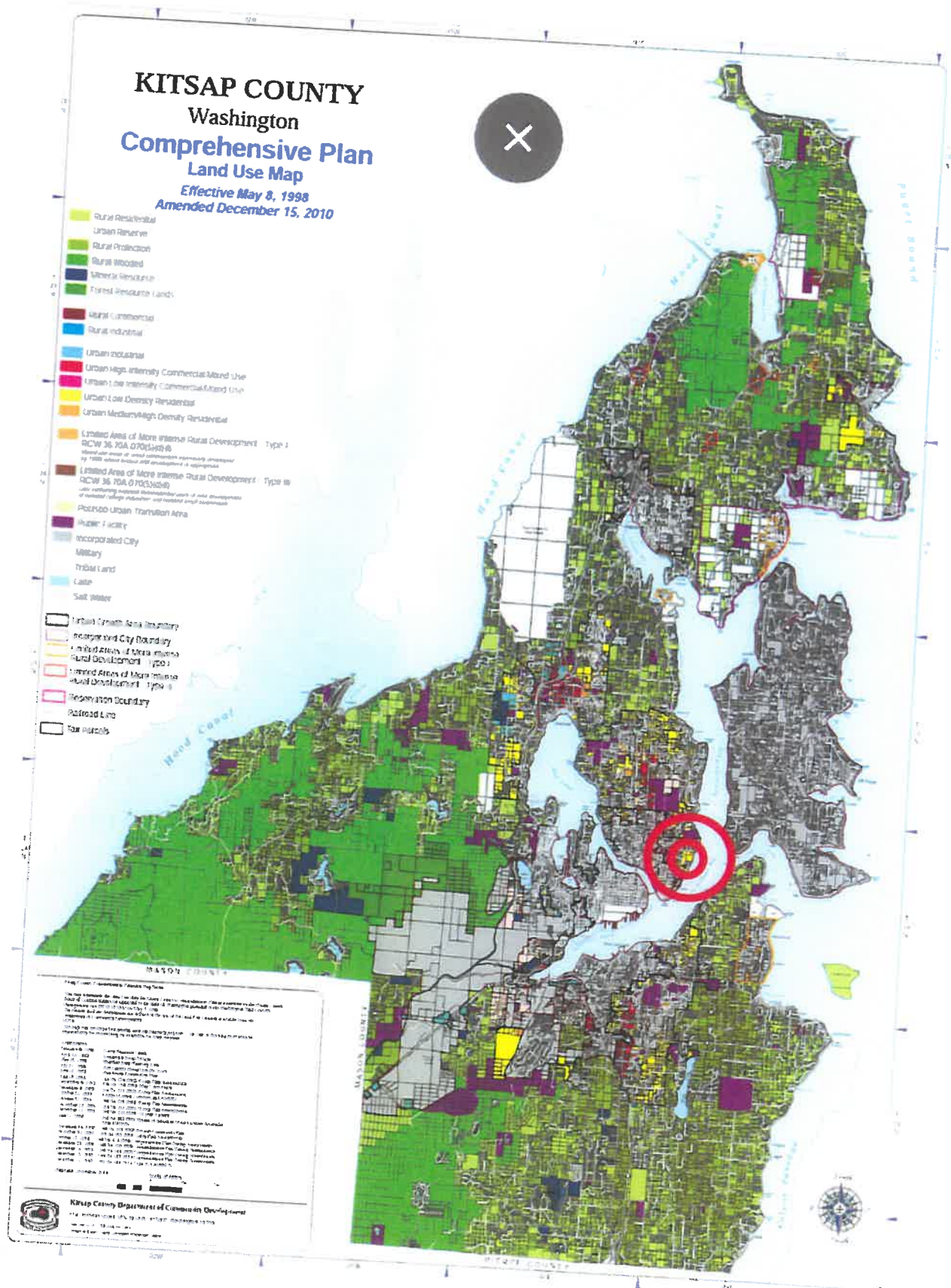
These maps were created from existing map sources, not from field surveys. Determination of fitness for use lies with the user, as does the responsibility for understanding the accuracy and limitations of these maps and data.

The information on these maps may have been collected from various sources and can change over time without notice.

2010 Comprehensive Plan



2008 Comprehensive Plan

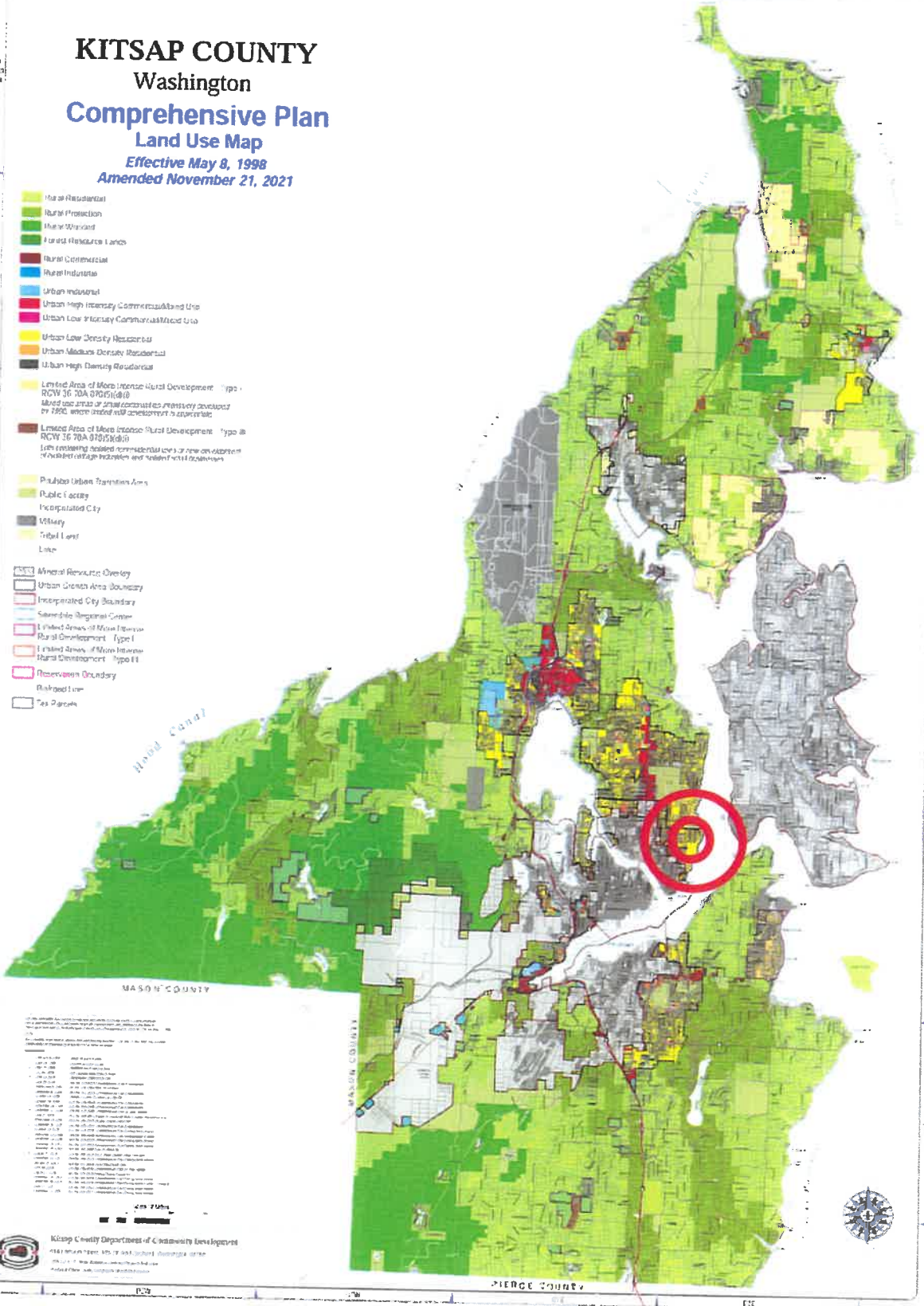


2021 Comprehensive Plan

KITSAP COUNTY Washington Comprehensive Plan Land Use Map Effective May 8, 1998 Amended November 21, 2021

- Rural Residential
- Rural Protection
- Rural Woodland
- Forest Resource Lands
- Rural Commercial
- Rural Industrial
- Urban Industrial
- Urban High Intensity Commercial/Office Use
- Urban Low Intensity Commercial/Mixed Use
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban High Density Residential
- Limited Area of More Intense Rural Development - Type I
RCW 36.70A.070(1)(a)(i)
Mixed use areas or small commercial premises developed by 7500, where limited urban development is appropriate
- Limited Area of More Intense Rural Development - Type II
RCW 36.70A.070(1)(a)(ii)
Lots containing isolated residential lots or new construction of isolated cottage industries and related retail businesses
- Prohibited Urban Transition Area
- Public Facility
- Incorporated City
- Military
- Tribal Land
- Lake

- Mineral Resource Overlay
- Urban Growth Area Boundary
- Incorporated City Boundary
- Salween Regional Center
- Limited Areas of More Intense Rural Development - Type I
- Limited Areas of More Intense Rural Development - Type II
- Reservation Boundary
- Railroad Line
- Tax Parcels



Legend

Code	Description
1000	Urban High Intensity Commercial/Office Use
2000	Urban Low Intensity Commercial/Mixed Use
3000	Urban Low Density Residential
4000	Urban Medium Density Residential
5000	Urban High Density Residential
6000	Limited Area of More Intense Rural Development - Type I
7000	Limited Area of More Intense Rural Development - Type II
8000	Prohibited Urban Transition Area
9000	Public Facility
10000	Incorporated City
11000	Military
12000	Tribal Land
13000	Lake
14000	Mineral Resource Overlay
15000	Urban Growth Area Boundary
16000	Incorporated City Boundary
17000	Salween Regional Center
18000	Limited Areas of More Intense Rural Development - Type I
19000	Limited Areas of More Intense Rural Development - Type II
20000	Reservation Boundary
21000	Railroad Line
22000	Tax Parcels

Kitsap County Department of Community Development
 1500 1st Avenue, SE, Everett, WA 98201
 Phone: 425.336.2200
 Fax: 425.336.2201
 Website: www.kitsapwa.gov



Wood Canal

MASON COUNTY

MASON COUNTY

PIERCE COUNTY

**Published for
October 18
Council Meeting**

ITEM 6A – Public Comments

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>

Sent: Thursday, October 12, 2023 10:31 AM

To: City Council <City.Council@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; kwalters@kitsap.gov

Subject: Re: Fisher plat

Good morning and happy foggy Thursday.

As you already know, my husband Blake Hoffer and I have been emailing the council and engineers regarding this ever evolving plat. We live directly adjacent to the plat on Hillside drive N.E. and have lived in our home since 2010 and purchased the empty lot next to us in 2015 from our elderly neighbors that could no longer care for the property. When we moved into our home in 2010 our elderly neighbors, whom have both since passed away, told us that The Cheney family, the former owners of the property never wanted this property to be developed. So in 2016 when the county rezoned parcels in the area to UR due to steep slopes and changing landscape we had hopes that Cheney Senior's vision for this property would remain. But instead his children that inherited his property and wealth, petitioned to have the property remain urban low density. They sited that the property was unchanged and that neighbors were against rezoning. This is absolutely false. Everyone in our community and neighborhood know how much this property has changed over time due to excessive rain and severe heat and know putting 200 homes on this property would be incredibly dangerous. The documentation stated that the parcel had remained unchanged since 2012 and again, that's categorically false. The hillside which is designated critical area, has slowly been crumbling for the last decade. They also sighted in this appeal that the parcel is "surrounded by subdivisions highly developed at a much greater density" which is also false. Our home in particular is zoned as urban restricted (1-3/ac) and the council members that drove through enetai are likely aware it is urban restricted on that side as well. The county at that time must had believed the appeal was true because that particular plat remained urban low while all other surrounding properties were rezoned to urban restricted.

To be honest, this should had not happened in the first place because all of the soil density and steep slopes are the same on that plat so letting them keep the urban low zone feels dangerous. I will attach a picture of how the property surrounding is currently zoned as well as a link to the Cheney foundation paperwork I am referring to. I find this all mildly suspicious that the Cheney foundation fought so hard to keep that particular plat zoned for urban low while also putting the property up for sale in 2015. Personal opinion, they did this to make it more desirable to developers as the property close to this plat that is currently up for sale and zoned urban restricted is sitting untouched. The Cheney foundation then waited 3 years for the property to sell to the current owner, John Fisher who also recently acquired the Winslow Mall on Bainbridge island and is upheaving small businesses to "revitalize" the space.

I will also attach an article from the Kitsap Sun that was published in 2015 with information on the historical aspect of this property. It has a deep rooted history and the fact that there is potential it could become a subdivision makes my stomach ache as this has been such an important part of Bremerton's history for so long.

I listened in last night to the study session through zoom, my husband was in attendance but we had a sick child at home so only one of us could make it in person but I think Eric specifically had a comment that really stuck with me when he said "what are the ramifications of our choice 10 or 20 years down the road".

I really appreciate you all taking the time to hear us residence next week at the public hearing as we all know this is more than just approving potential sewer. Said extension would run through enetai creek with is documented to have salmon. I would be happy to have any one of you out to our home to see our community and why we are all fighting so hard for this incredibly diverse property to remain intact. Per your 2023 agenda, this project does not meet the criteria of affordable housing and certainly does not protect green space.

I only wish there was a way for the city to acquire this diverse property to help protect it for future generations, similar to the grand forest that is protected through a land trust on Bainbridge island. With all of its history, I would hope that would be worth something.

I honestly could go on and on but will save the rest of my thoughts for the hearing next week.

Have a wonderful rest of your week and we greatly appreciate all you do for our city.

Sincerely,
Sarah Palama-Hoffer

Cheney foundation rezoning document

http://compplan.kitsapgov.com/Documents/Cheney_PC_Hearing_May_10_2016.pdf

Property historical data from Kitsap Sun

<https://archive.kitsapsun.com/news/local/storied-enetai-property-on-sale-for-5-million-ep-1278293263-354474951.html>

Blue is urban restricted and yellow is urban low density. This map does not include critical areas.

From: Karina Stone <karina.i.stone@gmail.com>
Sent: Thursday, October 12, 2023 1:03 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Opposition to Sewer Extension serving Fisher Property

Dear Councilmember Coughlin-

I am writing in opposition to the proposed City of Bremerton sewer extension to serve the un-annexed Fisher property located at the end of Keel, Helm & Rozewood area. The consideration of such an extension is irresponsible for the following reasons:

- The City has been unable to provide the annual and long-term maintenance cost for the sewer extension, pump station, and associated emergency storage.
- The City has been unable to provide the rate increases to City of Bremerton residents to cover the cost of the annual and long-term maintenance. City of Bremerton residents should not foot the bill for utility services to properties that are not annexed into the City.
- The Fisher property sought annexation, however the surrounding community was overwhelmingly not in support of annexation. It does not appear the intent of the BMC to consider a non-contiguous parcel without majority community support and still consider extension of City utility services.
- The preliminary sewer plan schematically located a sewer pump station within critical areas. The plan failed to place the required 15,000 gallon emergency storage tank. When located in critical areas, failures of such systems would have catastrophic impacts to downstream neighboring properties. The allowance of the pump station and emergency overflow shall not be permitted in critical areas.
- The cost to surrounding County property owners to hook to sewer in such an event as a septic failure or an addition to a home would be a burden that many could not cover. The connection fees and installation of side sewer laterals (and in some cases individual e-one pumps) would be at minimum in the \$20k range for a single homeowner.

I urge the City council to closely consider the ramifications to not only City of Bremerton property owners, but also to the surrounding county parcels within the UGA, should this sewer line be provided to the Fisher property. Please take into account all of the items outlined above. Thank you for your consideration.

Sincerely,
Karina Stone
Manette Resident

From: Brian Anderson <briananderson554@gmail.com>

Sent: Friday, October 13, 2023 8:47 AM

To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>

Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Jordan Lewis <lewisjcnw@gmail.com>; Andrew Sharman <andsha@gmail.com>; Orrin Koepke <Koepkeorin@gmail.com>; David Albright <david@dalbright.com>

Subject: Vote AGAINST request to extend city sewer in East Bremerton

Dear Bremerton City Council,

I am writing to urge you all to vote AGAINST the developer's request to extend the city sewer out into the urban growth boundary in East Bremerton.

If you have not already read the opinion piece in KitsapSun explaining why this would be a wrong decision, I strongly urge you to do so. [Link here](#)

This topic was already decided upon by Bremerton voters, and the resounding will of the people was against this.

I recognize there is a housing affordability issue; however, **we are also in a climate crisis and clear-cutting 50 acres of old forest to make way for 200+ homes in a critical watershed is not the solution.** Instead, I'd like to see more surface parking lots and abandoned buildings in Bremerton's core get converted into housing. Our community should be pro-density and walkability - not pro suburban sprawl.

As heat waves grow stronger and winter storms get more severe, these forested areas near our city will play more and more of a vital role in terms of climate resiliency. I truly hope you will consider all these factors and even go walk the proposed site to be developed before you vote to allow its destruction. These valuable natural spaces once gone are lost forever.

Sincerely,
Brian Anderson
D3 Resident

From: Orrin Koepke <koepkeorin@gmail.com>

Sent: Friday, October 13, 2023 9:17 AM

To: Brian Anderson <briananderson554@gmail.com>

Cc: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>;

Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; Greg Wheeler

<Greg.Wheeler@ci.bremerton.wa.us>; Jordan Lewis <lewisjcnw@gmail.com>; Andrew Sharman

<andsha@gmail.com>; David Albright <david@dalbright.com>

Subject: Re: Vote AGAINST request to extend city sewer in East Bremerton

Agree, it's an exploitative and inappropriate development for the area.

-Orrin Koepke

D3 Resident

From: Donna Homan <dlhoman2@gmail.com>
Sent: Friday, October 13, 2023 9:51 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher Plat

Concerns with Fisher Plat

Donna Homan

TO: City Council
FROM: Donna Homan
DATE: Oct 13. 2023
RE: Fisher Plat

Let me start by saying there have been no letters sent to the public about this proposal. I just found out the day before the meeting. This affects all of us. Not only the hundreds of residents but also the forest land, wildlife, habitats and the environment. What about the proximity to the water? In addition to all of this, 189 lots will affect not only EMS and police services but schools, transportation, postal services and waste management.

One of the reasons we moved to Rozewood was for the quiet street and safety. As you know, an attempt was made in 2022 for annexation which failed.

I strongly do not think this proposal would be good for the public or the environment.

Thank you for your time.

Donna Homan

3010 Rozewood Dr

From: Donna Homan <dlhoman2@gmail.com>
Sent: Monday, October 16, 2023 10:42 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Public Comments - Fisher Plat (Donna Homan)

Thank you. I'm also concerned about the animals and owls in the neighborhood. There are so many factors with this proposal
Donna

From: Katie Herzog <krherzog@gmail.com>
Sent: Sunday, October 15, 2023 4:48 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Beach development

I am a Bremerton resident and I am writing to voice my concern over the proposed Enetai Beach development. Besides the added stress and traffic to the neighborhood, demolishing more forest for this project is unconscionable and directly contradicts the city and county's stated climate resilience goals.

The neighborhood is livid over this plan, which will enrich outside developers while destroying what little forest we have left. Please take our voices into consideration.

Katie Herzog

From: David Gravenkemper <dgravenkemper@gmail.com>

Sent: Monday, October 16, 2023 1:48 PM

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

Subject: Stop City Council Resolution No. 3367

Dear Bremerton City Council Members,

I am part of a property ownership group at 2256 Enetai Beach Road. I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

Regards,

David Gravenkemper

11338 17th Ave NE

Seattle, WA 98125

dgravenkemper@gmail.com

206-552-3198

From: Stephanie Gravenkemper <s_gravy@hotmail.com>
Sent: Monday, October 16, 2023 2:42 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

Dear Bremerton City Council Members,

I am part of a property ownership group at 2256 Enetai Beach Road. I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

Regards,
Stephanie Gravenkemper
11338 17th Ave NE
Seattle, WA 98125

From: Jack Gravenkemper <jgravenkemper04@gmail.com>
Sent: Monday, October 16, 2023 2:44 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Cheney housing development

Dear Bremerton City Council Members,

I am part of a property ownership group at [2256 Enetai Beach Road](#). I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

- Thank you for your time,

Jack Gravenkemper
401 E Dean Boulevard a207
206-552-1365

From: jaglady56@aol.com <jaglady56@aol.com>
Sent: Monday, October 16, 2023 3:01 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

Dear Members of the Bremerton City Council,

I have been coming to 2256 Enetai Beach Road for 68 years, and I currently am part of the ownership of the property. I am against moving forward with the development of the Fisher Plat, and land I am requesting that the city council stop Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. I believe that this is not a suitable location for this many home as the wildlife that lives here needs protection. I enjoy seeing the deer, eagles and heron.

I am also requesting a copy of the environmental study completed for the Fisher development plan. I believe a full environmental study is required before moving forward with any development of this property, and I am shocked and appalled that The council would move forward with this project without an environmental study in place.

Please confirm receipt of this email and request for the environmental study.

Regards,
Cathy Hatch-Daniels
1337 Lower Marine Dr.
Bremerton 98312
and
2256 Enetai Beach Road
jaglady56@aol.com
206-459-1094

From: Brock Logan <brolo716@gmail.com>
Sent: Tuesday, October 17, 2023 6:45 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Policy Exception for City Sewer Service to Fischer Plat

Bremerton City Council Members,

We write to urge that you not approve the requested policy exception to grant city sewer services to the proposed development of the Fischer project in the vicinity of Enetai Beach, Rosewood and Helm Avenues and East 30th Street in East Bremerton.

The people's representatives had sound reasons for prohibiting non-contiguous areas from being annexed into cities. For similarly valid reasons, the City of Bremerton has established, as a matter of policy, that it will not provide city utility services to areas outside of its boundaries. While the City Council, in its sole discretion, may approve an exception to this policy, doing so for this project, at least at this time, is not justified and should not be granted.

The distance between the parcels involved and existing City boundaries and utilities is too great to warrant such an exception. There is insufficient existing utility and transportation infrastructure to support such a development - a problem the City of Bremerton will likely inherit in the future. Without meaningfully addressing these issues, the complete lack of community support in the wider area to be impacted by the proposed extension argues strongly against this policy exception.

We understand that the City is currently considering only the determination of whether or not to approve an exception to existing City of Bremerton policy that would allow the extension of city sewer services to these parcels and that the City is not making decisions on the appropriateness of the proposed development, considering environmental impacts, addressing density and affordable housing issues, etc... Those considerations and decisions will be made by Kitsap County. That said, the properties involved are in the Urban Growth Area and are likely to be incorporated into the City of Bremerton at some point in the future. Therefore, the City has a vested interest in when and how this property should be developed and should, at the very least, consult and coordinate with the County to ensure that any development in this area is consistent with the City's and community's long-term interests and needs and is both responsible and sustainable.

As noted above, it is not a foregone conclusion that this property will be developed, at least not in the manner currently presented by the developer in its request for City of Bremerton sewer service. Kitsap County has not yet weighed in on what they might approve and under what conditions. Given the critical environmental concerns, such as unstable slopes, watershed, wetland and wildlife habitat factors involved, there is a lot to be considered. Sufficient time, study, community input and evaluation must be allowed before a decision such as this is made.

Now is not the time to abandon well-reasoned City policy and rush through the approval of this request for sewer services. If this matter comes up for a vote, please vote "No."

Thank you.

Brock and Kim Logan
Community Members

From: EDWARD DAVIS <davis13489@comcast.net>
Sent: Monday, October 16, 2023 7:48 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: We are opposed to the sewer system for the Fisher development

Our family owns a house on Enetai beach and we were alerted that the Fisher development has a proposal pending for a sewer system and ultimately 200 home development. Please do not approve this! The neighborhood would be changed forever and this would bring further concerns about erosion, water runoff and traffic.

Edward Davis
2234 NE Enetai Beach Drive

From: Janna Krein <jannakrein@gmail.com>
Sent: Tuesday, October 17, 2023 7:06 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Opposed to Enetai housing development

Hello,

I am writing to express my opposition to the proposed Enetai Beach development, which will destroy much-needed habitat for our wildlife population while doing nothing to lower housing costs for our most vulnerable citizens. The neighborhood is universally opposed to this development, and because you represent the people of this neighborhood, it is your duty to reject it as well.

Thanks,

Janna Krein, Manette

From: Jeannie Gravenkemper <jgraccoon@comcast.net>
Sent: Monday, October 16, 2023 8:22 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

To Bremerton City Council Members,

My maternal grandfather, Otto B. Rupp, bought our 2256 Enetai Beach Road property in April 1924. Five generations of the Rupp/ Hatch clan have spent summers and holidays there. I am requesting that the city council stops Resolution No. 3367-the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The eco system of the plat area includes Enetai Creek which is a salmon bearing water, many Bald eagles and their nests, old growth Douglas Fir trees, deer, plus many more birds and critters that will no longer have habitat in which to live. Putting 200 homes in a development there is not a suitable location for urban development.

Please confirm receipt of this email.

Regards,
Jeannie Hatch Gravenkemper
2238 Waverly Way East
Seattle, WA 98112
[Jgraccoon@comcast.net](mailto:jgraccoon@comcast.net)
206 724 1831

From: Olivia Rose Muzzy <orosemuzzy@gmail.com>
Sent: Tuesday, October 17, 2023 1:52 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public comment re: Fisher Plat development

Dear members of the Bremerton City Council,

Please do not extend city wastewater services to the Fisher Plat development in Enetai. This area is a wildlife corridor and includes old growth forest. Once this natural resource is disturbed, there is no going back. To allow this step in development would be essentially approving clear cutting for some of our closest (and oldest) forests near the city limits, and to lose that would be an ecological travesty right here in our own community.

Olivia Muzzy
98310 resident

From: Stephanie Vezina <stephanielvezina@gmail.com>
Sent: Tuesday, October 17, 2023 2:26 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Development

Dear City Councilmembers,

I am deeply concerned about the deforestation of this area. Based on the [parcel map](#) (see attached), these parcels are currently marked as having multiple critical areas, which include high to moderate erosion, streams (possible fish habitat), and Bald Eagle nests. Not only will development in this area lead to a significant loss of food and habitat for animals, but it will also have a lasting impact on continued soil erosion and depletion of groundwater levels - generating greater risks that will affect future generations, the land, and the environment.

While I agree we need an affordable housing solution, this is compounding problems. We need a better plan for affordable housing that is sustainable; a siloed approach is not serving us. We are in a housing crisis and the problem isn't just a lack of inventory, it's also economical - including unreasonable financing options, soaring prices, and the bidding process.

I've heard that the developer may be reimbursed for sewer connection fees when legacy homes are required to connect. Do you know if this is true?

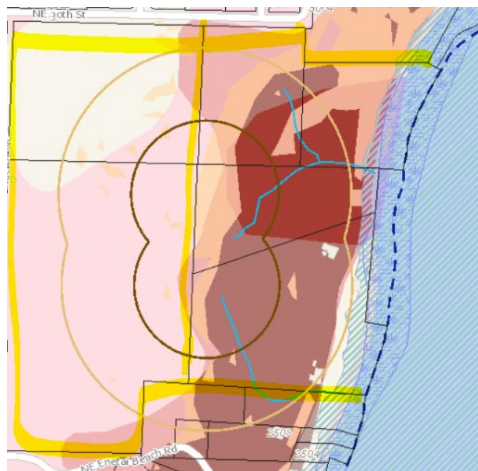
Thanks for making space for public comments in this process for the Enetai community.

Sincerely,
Stephanie Vezina (she/her)
m: 360-250-0650
e: stephanielvezina@gmail.com

 [Schedule an appointment with me](#)

Manette Real Estate Co.
1104 Pitt Ave.
Bremerton, WA 98310

Search for your next  at www.househunter360.com



From: Scott Ballinger <scott@pareto.net>
Sent: Tuesday, October 17, 2023 8:19 AM
To: City Council <City.Council@ci.bremerton.wa.us>; KWalters@kitsap.gov
Subject: Fisher development sewer connection

Hello,

I am writing to oppose the development of 200 new homes near our house in Enetai Beach. The increased traffic & pollution will negatively impact our neighborhood. The proposed sewer line extension serves no one but Mr Fisher, as evidenced by the resounding NO vote on annexation. This is an environmental issue. A safety issue. A neighborhood issue. Please consider these issues before allowing Mr Fisher to add 200 unwanted houses to our neighborhood.

Thank you,
/Scott Ballinger
2234 NE Enetai Beach Rd
206 713 6006 (cell)

From: Susan Ingham <sfingham@yahoo.com>

Sent: Tuesday, October 17, 2023 5:24 PM

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

Subject: Do Not Pass Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat

Dear Members of the Bremerton City Council,

I am a property owner near the Fisher plat and am strongly opposed to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This area is a fragile ecosystem that includes Enetai Creek, a salmon bearing creek, as well as habitat for many animal species including bald eagles, ospreys, herons, otters, deer, seals and sea lions, and other diverse wildlife. There are also numerous old growth trees and other plant life that is crucial to maintain to support these species. The extension of wastewater utility services will have an extremely negative impact on this ecosystem and should NOT be allowed. Please do not pass Resolution No. 3367.

Thank you,

Susan Ingham
2256 NE Enetai Beach Road
Bremerton, WA

and

2016 26th Avenue East
Seattle, WA

From: Charles Warren <apias.lab@gmail.com>
Sent: Tuesday, October 17, 2023 8:27 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: proposed Rozewood development

Dear Bremerton City Council,

I am writing to you as a concerned citizen and property owner in opposition to the immediately-proposed sewer installation and construction of 200+ homes on what is currently forested buffer land adjacent to two small residential communities with dead-end road access: Rozewood and Enetai Beach.

It is unclear how the significant impacts of the sewer expansion and eventual development will be mitigated, or if that is even possible. The current forested area targeted for development is immediately upland of both steep upper-bank and low-bank waterfront, with limited current drainage and floodwater control. Storm drain and sewer overflow management will inevitably direct contaminated material into the drainage routes and onto the beach. The need for pump stations, impacts of failing septic systems, and costs shifting to surrounding properties and taxpaying communities are significant concerns.

As a utility provider, it is incumbent on the City of Bremerton to responsibly manage the timing and size of potential expansions, and carefully consider the impacts and mitigations for the existing community. Approval of the current proposed expansion is very premature, and until the many unanswered concerns about overall development density can be resolved the applications for significant expansion should be denied.

My family has owned property and various generations have lived in the Enetai Beach community for more than 120 years. We are just asking that there be some balance and consideration of the current residential density, and that this current sewer expansion not be approved until some overall concerns, such as those above, can be addressed.

Sincerely,
Charles Warren

From: Wendy Rixin <plannerwendy@gmail.com>
Sent: Tuesday, October 17, 2023 10:14 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Development

Hello,

I am curious to know if Bremerton has any guidelines for affordable housing units in new developments? The proposed Fisher property development in Enetai purportedly aids in minimizing suburban sprawl, but I wonder if there are any considerations for creating affordable housing as part of the proposed development? If not, it seems we are simply creating more expensive housing in a town whose real and desperate need is for affordable housing.

Thank you for your kindly consideration.

Wendy Rixin
Enetai neighbor

From: Frederick Ingham <fingham@yahoo.com>
Sent: Tuesday, October 17, 2023 11:05 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Resolution No. 3367

Re: Resolution No. 3367

Dear City Council:

My family has owned property on Enetai Beach for over 100 years. We appreciate its serene natural beauty. It was with great dismay that I learned of a proposal to extend city sewer service into this undeveloped area to enable a residential development of up to 200 homes. This land is heavily forested, which protects the slope from erosion and the Sound from toxic runoff. If a host of new homes were built on this pristine land, there would be a significant increase in noise, crowding, erosion and runoff of petroleum products, rubber, and lawn chemicals into Puget Sound.

Furthermore, it seems that this developer, who recently attempted to get neighbors to agree to annexation by the City of Bremerton and lost nearly unanimously, is now trying to “end run” the process by establishing this hookup outside of a democratic process. We neighbors have an interest in preserving the unique environment of Enetai Beach, which protects Puget Sound and provides an oasis for wildlife and neighbors alike. A wealthy developer should not be able to destroy the character of a community without significant due process, review and community input.

Furthermore, it is my understanding that there has been no environmental impact assessment evaluating the potential risks of extending the sewer line and building up to 200 homes on this ecologically sensitive land. It would be irresponsible, (and potentially illegal?), for the Council to approve this sewer line extension and the consequent denuding of 50 acres of forest land and building 200 homes without a very thorough, deliberate and public review of the environmental implications of such a huge development. If I am incorrect, and such an environmental review has been done, please provide a link to it.

You are our only hope to protect our land, our environment, and the character of our community. If this hookup goes in, Fisher will doggedly pursue development to enrich himself at the expense of his neighbors, the environment and Puget Sound. The only purpose of this sewer hookup is to enable this oversized development. If you approve the one, you are guaranteeing the other will ultimately follow, which will forever alter the character of this special part of our community.

I implore you to vote NO on this resolution. Do not initiate the destruction of 50 acres of forestland in the heart of our community. This area is not appropriate for urban development and doesn't need a sewer hookup.

Fred Ingham
2256 Enetai Beach Road

From: Micah Hutchinson <hutchinsonmicah@gmail.com>

Sent: Wednesday, October 18, 2023 9:03 AM

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

Subject: Proposed Fisher Development

Good morning, I am concerned about Bremerton's seeming support to provide sewer access to county lands which allows for development of excessively high density neighborhoods. This recent trend of high density development is alarming as it changes the face of our communities particularly as these developments tend to age poorly.

I further understand there are environmental concerns with privately maintained septic systems and do not think providing sewer access is a bad principle unto itself. However, the city providing utilities which allow developers to circumvent reasonable density stipulations in order to maximize profits to one entity while causing undue harm on the existing, mature forestland and communities in lieu of establishing a reasonable development plan is failing the future of our community.

Thank you for your consideration,

Micah Hutchinson

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Tuesday, October 17, 2023 10:15 PM
To: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Walters <kwalters@kitsap.gov>
Subject: Re: Enetai/Fisher plat Instagram post by Jeff Coughlin

Hi Sarah,

I deeply appreciate all of your public input on this. Even though you are not a Bremerton resident, I am more than happy to respond to your input. Since you live in the County, I'm also CC-ing your County Commissioner Katie Walters.

As you note, I use my Council social media to alert my constituents to important items coming before Council because I value Public outreach and engagement. My social media has all comments disabled to ensure I comply with the Washington Public Records Act --- I have it essentially set up as a bulletin board. Users are free to share my posts and do with them what they will, but all comments on issues before Council are required to be e-mailed to the City.Council@ci.bremerton.wa.us e-mail address to ensure they are properly recorded in the Public record.

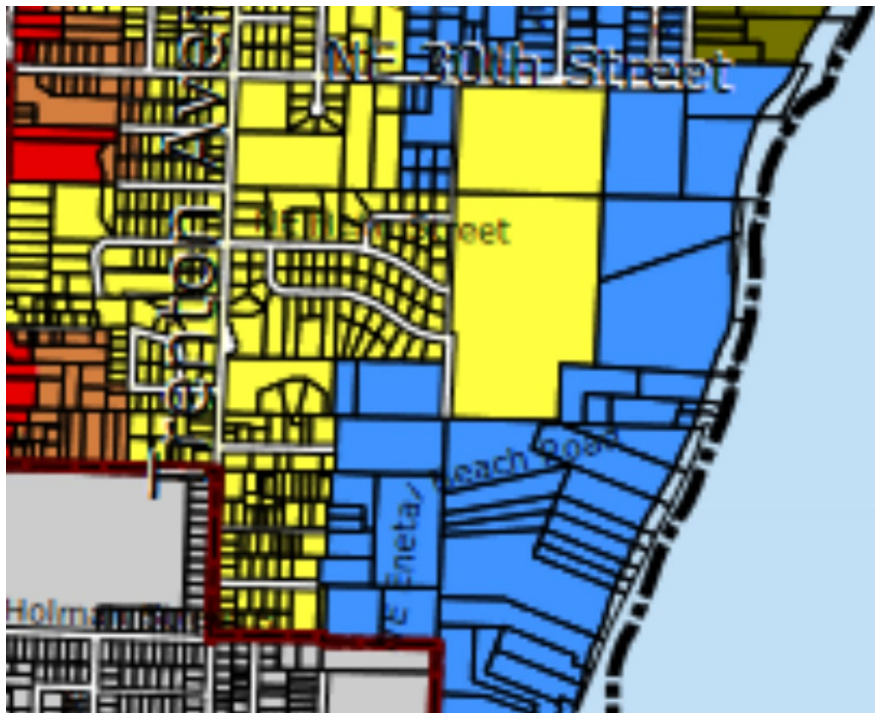
I wanted to highlight this issue because of the potentially far-ranging impacts that the Bremerton Council's decision may have, and because my City district (#3) is one of the two that are closest to it. The other district that is close is #2, represented by Councilmember Frey --- the two of us took a long tour of the area and surrounding neighborhoods the other week to ensure we are familiar with the area, which being in County is all outside our City districts that we are most familiar with. It is because of the potential far reaching impacts that the Bremerton Council decided at last Wednesday's Study Session to hold a Public Hearing this week to get more public input, and not take any action until at least two weeks from now.

- it is not deceptively complex.

By "deceptively complex" I was trying to convey that a seemingly "simple" decision of whether to provide Wastewater service or not, as was presented to Council, has long-ranging and significant impacts --- one that myself and the Council are taking seriously by taking our time on this issue to get all the facts on the table and public input heard.

A land owner is trying to build a subdivision on a piece of property zoned urban low even though it is surrounded by urban restricted. We would share hillside dr ne with this plat and while our property is flat and free of wetlands, it is zoned urban restricted, which it was rezoned to in 2016. This particular property was somehow able to remain urban low even though it is more greatly affected by environmental changes than our property. Clearly that is not on the city but I personally see that as a failure on the county when rezoning happens.

By my reading of the Kitsap County zoning map, the majority of land to the West of the parcel in question is also zoned Urban Low Density Residential, but I appreciate that your street on the NW corner of the parcel is zoned Urban Restricted. I would have to defer to Commissioner Walters and the County on any reasoning for the zoning.



- When you say “the county has it slated for development” do you simply mean it is slated for development at some point because it’s within the urban growth area? Urban growth plans are written for areas that are meant to be annexed by the city within 20 years and this specific parcel and urban growth area is now sitting at around 30 years

By zoning this parcel Urban Low Density Residential, the County has intended this area to be developed according to the regulations of the Urban Low Density Residential Zoning.

- You mention the money you receive from the developer but fail to mention how much it will cost for the city to maintain it and failed to mention to your constituents that the potential of increased rates may also have to happen to help with maintenance fees.

By my best understanding, there would be no increase in cost to any Bremerton residents for maintenance of this extension, as the money paid by property owners for sewer service pays for the maintenance. And since there would actually be a 50% rate increase for users not in City limits, my understanding is that the City would profit from this.

- You also mentioned increasing our local housing supply is desperately needed. I partially agree with this statement but think that AFFORDABLE HOUSING is what is desperately needed. In order to recoup cost, this subdivisions in no way would be affordable housing. And according to the Comprehensive plan update 2044 from tonight, it sounds like the city is more interested in building dense housing in already dense areas of town. This subdivision also strongly goes against Washington legislation rcw 36.70A.020 Nearly all increases in any housing supply reduce the cost of housing across all economic levels, but I too deeply agree we need affordable-rate housing, and I have supported many updates to Bremerton's zoning in the past several years to enable increased density and support missing middle housing. There has not yet been, by my knowledge, any indication on the price of homes in this parcel should it be developed, but I would be interested to learn that, although to conform with Urban Low Density Residential, it's nearly guaranteed these will not be luxury homes. This area is in the County, so none of the city goals apply to it, and I defer to Commissioner Walters and the County on any County comprehensive planning and how it relates to RCW 36.70A.020.

• I think it's fair to say that this is surrounded by neighborhoods but that is only a shred of an assessment of this area. It is forested HISTORICAL property, part of old Bremerton that existed before any of us were born. Home to native wildlife including but not limited to deer, owls, a bear and a pack of coyotes This is why I pointed out to folks that this is a forested area, and why, even though I have no control over the zoning and development of this area, I genuinely am taking this request before the Bremerton Council seriously. There are many areas north of Manette and along the 303 corridor that have been developed with a loss of local forest.

If it weren't for the efforts of Councilmember Younger and past Councils to enact a Bremerton ordinance that required these decisions to extend sewer service outside City limits to come before Council, it is extremely likely that sewer usage would have already been granted without any public input or involvement.

• Yes this project could continue with septic. While the information was not easily accessible on the Kitsap county website, it appears pierce county requires a minimum of 12,500 square feet per septic system which would cut his density down to less than half of any of his development options and would not even put him anywhere close to urban low density.

Thank you --- one of the outstanding questions that Council raised at last week's study session that we want to have resolved before any vote is taken is the requirements of septic systems in Kitsap County, along with the potential environmental impacts of septic systems.

• I as a highly impacted resident understand that these battles will be ongoing in the urban growth area and while I do appreciate you understand that this decision is impactful, I Hope you understand that 100s of current resident in the uga and surrounding areas will be greatly impacted by your choice. Members that have been part of this community for decades. This will set precedent for similar choices you make in the future that could also affect our ever dwindling green space.

I do. It's again why I suggested Council take this slow, gather as much Public input as possible, and get all the facts on the table and questions answered before making this decision.

I very much look forward to you attending the Council meeting Wed. and hearing your input in-person, and would be happy to chat with you before or after as time allows. And encourage you to also have conversations with Commissioner Walters, who I will also be looking to for input on this decision.

Cheers,
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: City Council <City.Council@ci.bremerton.wa.us>
Sent: Tuesday, October 17, 2023 5:44 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Subject: FW: Enetai/Fisher plat Instagram post by Jeff Coughlin

Attn: Council President Coughlin

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Monday, October 16, 2023 9:26 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai/Fisher plat Instagram post by Jeff Coughlin

Hello and good evening.

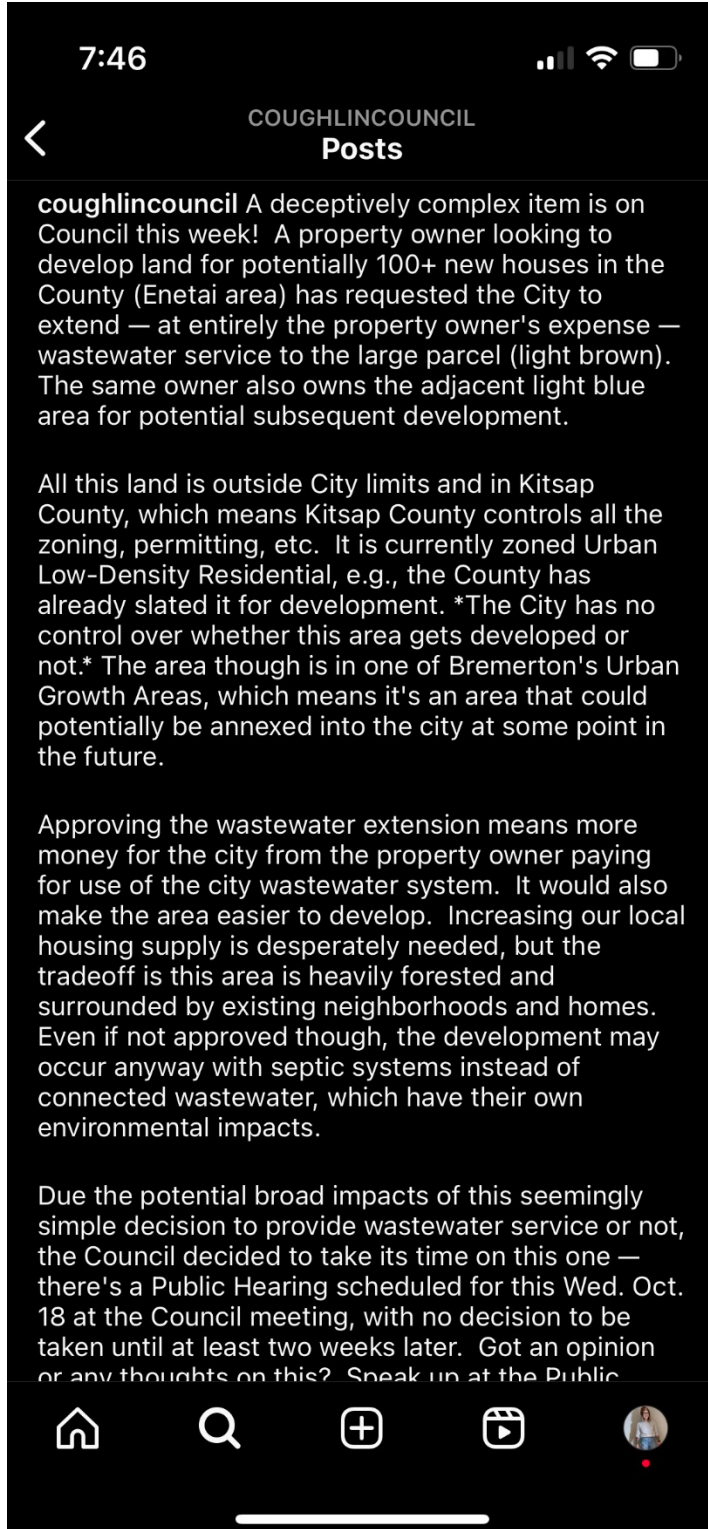
A friend within Jeff Coughlin's district alerted me to a post he made on Instagram regarding the proposed sewer extension to the urban growth area. While I appreciate him engaging with some of the city dwellers that follow him on social media, I find it a bit discouraging that not only was commenting turned off on that post (and it seems all other posts) but also the post was riddled with misinformation.

- it is not deceptively complex. A land owner is trying to build a subdivision on a piece of property zoned urban low even though it is surrounded by urban restricted. We would share hillside dr ne with this plat and while our property is flat and free of wetlands, it is zoned urban restricted, which it was rezoned to in 2016. This particular property was somehow able to remain urban low even though it is more greatly affected by environmental changes than our property. Clearly that is not on the city but I personally see that as a failure on the county when rezoning happens.
- When you say "the county has it slated for development" do you simply mean it is slated for development at some point because it's within the urban growth area? Urban growth plans are written for areas that are meant to be annexed by the city within 20 years and this specific parcel and urban growth area is now sitting at around 30 years
- You mention the money you receive from the developer but fail to mention how much it will cost for the city to maintain it and failed to mention to your constituents that the potential of increased rates may also have to happen to help with maintenance fees.
- You also mentioned increasing our local housing supply is desperately needed. I partially agree with this statement but think that AFFORDABLE HOUSING is what is desperately needed. In order to recoup cost, this subdivisions in no way would be affordable housing. And according to the Comprehensive plan update 2044 from tonight, it sounds like the city is more interested in building dense housing in already dense areas of town. This subdivision also strongly goes against Washington legislation rcw 36.70A.020
- I think it's fair to say that this is surrounded by neighborhoods but that is only a shred of an assessment of this area. It is forested HISTORICAL property, part of old Bremerton that existed before any of us were born. Home to native wildlife including but not limited to deer, owls, a bear and a pack of coyotes
- Yes this project could continue with septic. While the information was not easily accessible on the Kitsap county website, it appears pierce county requires a minimum of 12,500 square feet per septic system which would cut his density down to less than half of any of his development options and would not even put him anywhere close to urban low density.
- I as a highly impacted resident understand that these battles will be ongoing in the urban growth area and while I do appreciate you understand that this decision is impactful, I Hope you understand that 100s of current resident in the uga and surrounding areas will be greatly impacted by your choice. Members that have been part of this community for decades. This will set precedent for similar choices you make in the future that could also affect our ever dwindling green space.

I very much look forward to the upcoming meeting on Wednesday. I'm really proud of our community and we have spent years showing up for one another.

I promise you will hear less from me at some point this year but I feel it very necessary to speak up for our aging neighbors that cannot make it to the meetings and for the ones that find the internet difficult to navigate. I'll try my best to keep my comments to 3 minutes on Wednesday. I tend to talk really fast. Have a great week and we will all see you Wednesday.

Sarah Palama-Hoffer



7:46



COUGHLINCOUNCIL

Posts

coughlincouncil A deceptively complex item is on Council this week! A property owner looking to develop land for potentially 100+ new houses in the County (Enetai area) has requested the City to extend — at entirely the property owner's expense — wastewater service to the large parcel (light brown). The same owner also owns the adjacent light blue area for potential subsequent development.

All this land is outside City limits and in Kitsap County, which means Kitsap County controls all the zoning, permitting, etc. It is currently zoned Urban Low-Density Residential, e.g., the County has already slated it for development. *The City has no control over whether this area gets developed or not.* The area though is in one of Bremerton's Urban Growth Areas, which means it's an area that could potentially be annexed into the city at some point in the future.

Approving the wastewater extension means more money for the city from the property owner paying for use of the city wastewater system. It would also make the area easier to develop. Increasing our local housing supply is desperately needed, but the tradeoff is this area is heavily forested and surrounded by existing neighborhoods and homes. Even if not approved though, the development may occur anyway with septic systems instead of connected wastewater, which have their own environmental impacts.

Due the potential broad impacts of this seemingly simple decision to provide wastewater service or not, the Council decided to take its time on this one — there's a Public Hearing scheduled for this Wed. Oct. 18 at the Council meeting, with no decision to be taken until at least two weeks later. Got an opinion or any thoughts on this? Speak up at the Public



From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Wednesday, October 18, 2023 10:28 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public comment for tonight

I have written and re written my public comment for tonight countless times and the tightest time I can get it to is 3 minutes 30 seconds. In the event I get my time get cut off, I wanted the council to have my full written comments from tonight.

Sincerely,
Sarah Palama-Hoffer

Hello and good evening council,

I want to start by saying thank you to all of our neighbors and members of this community that have shown up in person and to those tuning in through zoom in opposition to this overhaul of the urban growth area and building of an entirely new city sewer system outside of city limits near critical areas. My name is Sarah Palama-Hoffer and my family and I are residents on hillside drive NE, directly across from the fisher plat. We have resided at this address since 2010 and purchased the empty lot next to our home in 2014 when our elderly neighbors were no longer able to maintain it. In 2016 both of our properties were rezoned from urban low density to urban restricted due to steep slopes and the physical characteristics of our properties. A portion of homes off of 30th, part of enetai beach road and portions of the properties now owned by the fishers were also rezoned to urban restricted due to the same changes. The previous owner of this plat appealed the counties decision to rezone the now fisher plat in question stating the property was unchanged since the last assessment in 2012. I am assuming the county allowed this appeal to proceed under the guise that it was in the urban growth area and could potentially be developed in the future. At the time, this parcel was up for sale, along with an adjacent property in enetai. While I cannot place the blame on any specific aspect of how this property was able to retain its urban low zoning, I do believe the county has a duty to confirm the zoning is appropriate for this area before the city approves a sewer build. Steep slopes, characteristic changes, and wetlands need to be addressed. In the almost 8 years it has been since the surrounding areas were rezoned, we have seen countless mudslides and temperatures over 100 degrees and under 15 degrees. There is absolutely no way this plat has been unchanged in that period of time. Making the choice to simply approve an entirely new sewer to be put in before any other assessments have been made would be reckless. It's frustrating as a resident of this community to watch the city and county pass the buck back and forth on what should be done first. We hear "it's the counties decision " when we hear from the city. Then we hear from the county "oh that's a city decision" so you can understand how that makes us residents feel. Like we have absolutely no representation. If the only representation we get is this 90 minute public meeting, it

feels almost inappropriate to give the city full control on approving CITY sewer to a property that has no definite plans to absorb into the city soon. We as a community already expressed our thoughts on annexation less than two years ago as it was an overwhelming no from the neighborhood. to think we will be forced to accept city lines on our property feels like our neighborhood is being sold to the highest bidder. And feels like we don't even get a choice. Busses don't come down the urban growth area so this in no way would be accessible to those riding public transportation, roads and sidewalks are built to county standards and would put a further strain on ems and fire services.

I'm a believer in change and know in order for our community to grow, we need housing but we cannot fail to protect our counties green space and this development in no way would support the councils agenda to add affordable housing to our community. This is a for profit subdivision being built by a developer who does not even live in our community. According to an article published in the island wanderer the fishers split their time between Bainbridge island and London. They recently acquired The Winslow mall and have been drastically changing the small town charm of downtown Bainbridge. Please vote knowing how greatly this will affect our community and neighbors already living around and in the urban growth area. Those with jobs in our community, shopping at our local groceries stores, supporting local business in Bremerton, with children in our school districts and families that have cherished this city and community for many years.

Thank you.

From: James Warren <jbwarren08@gmail.com>
Sent: Wednesday, October 18, 2023 1:27 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject:

Dear Bremerton City Council,

I am writing to you as a concerned citizen and property owner in opposition to the immediately-proposed sewer installation and construction of 200+ homes on what is currently forested buffer land adjacent to two small residential communities with dead-end road access: Rozewood and Enetai Beach.

It is unclear how the significant impacts of the sewer expansion and eventual development will be mitigated, or if that is even possible. The current forested area targeted for development is immediately upland of both steep upper-bank and low-bank waterfront, with limited current drainage and floodwater control. Storm drain and sewer overflow management will inevitably direct contaminated material into the drainage routes and onto the beach. The need for pump stations, impacts of failing septic systems, and costs shifting to surrounding properties and taxpaying communities are significant concerns.

As a utility provider, it is incumbent on the City of Bremerton to responsibly manage the timing and size of potential expansions, and carefully consider the impacts and mitigations for the existing community. Approval of the current proposed expansion is very premature, and until the many unanswered concerns about overall development density can be resolved the applications for significant expansion should be denied.

My family has owned property and various generations have lived in the Enetai Beach community for more than 120 years. We are just asking that there be some balance and consideration of the current residential density, and that this current sewer expansion not be approved until some overall concerns, such as those above, can be addressed.

Sincerely,

James Warren

From: Blake Hoffer <blakejhoffer@gmail.com>
Sent: Wednesday, October 18, 2023 8:39 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Re: Public Comments - Fisher Plat Project (Blake Hoffer)

Good morning-

I have been working on my public comments for the meeting this evening and it appears I have too much to say to stay within the three minute time limit. Is there a way to suspend the time limit for my comments or beg/borrow time from other community members? I will copy my full statement below in hopes of getting the full text included in the documented public comments. I have reduced the comments considerably in an effort to get under the three minute limit (I've gone from over ten minutes to just over five minutes), but a further reduction would be required. Reducing much more will miss valuable points that the public needs to hear tonight.

Here are my full, unreduced comments for your consideration:

My name is Blake Hoffer and I have lived in my home which is bordering what is now the Fisher plat since 2010. I have already sent the City several emails containing a lot of concerns I have with the proposed wastewater extension and I am sure to speak tonight on at least some similar themes, as well as others, so this will not entirely be a repeat of those emails. I trust the Council has been provided with my emails and has read them.

I attended the study session for this proposal last week and some of the statements from the Council have really resonated with me. First, it was stated that people who currently have septic that could fail in the future would feel pretty lucky if this wastewater extension is provided so they can just hook up to the City's system. While I will not discount this experience entirely because I am sure it can and does happen, I will offer an alternative viewpoint. First, I would like to point out that if City sewer was such a widespread relief for the public, then it would seem the mandate to require anyone in close proximity to hook up to it at some point is unnecessary. In my particular situation, my property borders the proposed development area and should my septic fail, I would undoubtedly be required to hook into the City's system. However, a portion of my property is reserved from development so that I have space available should my septic fail and I need a new one. Being required to hook into the City's system, even if it is more economical to simply install a new septic system is a very real concern for me. Additionally, there are other circumstances that may also force us to hook up to the City's system, like an addition to our house. This is something my wife and I have been planning and saving for for several years. To find out that we need to save a quite large additional sum of money to execute our long planned addition and move it several more years into the future is again a very real concern for me. To summarize this point bluntly, I do not need City sewer and I do not want City sewer.

A couple other items discussed during the study session that have stuck with me were first the opinion that the Council should put blinders on to ignore every aspect of this wastewater extension request and merely focus on how the City engineering staff performed preliminary calculations and the City's wastewater system was determined to be adequate to accept the expected additional loading from the proposed development. As an engineer myself, I understand the urge to just go with the numbers and take this very narrow viewpoint, however I

wholeheartedly disagree with it. This wastewater extension request has huge ramifications that demand the Council to take a much wider viewpoint and consider all the consequences of an approval to this request. I was somewhat relieved to hear later in the study session that Bremerton Municipal Code 15.03.040, the code governing this wastewater extension request, was created to be a mechanism to stop developers from always being able to connect to the City's wastewater system. In essence, this code mandates the Council to review the full picture and circumstances, not merely leave this a rubber stamp process after preliminary calculations by City engineers. This is where we find ourselves today, with the community helping to provide opinions and details about this request not from the viewpoint of a developer financially incentivized to push this request through, but from the viewpoint of the surrounding community that will be left behind to live with the consequences of any development, should it be approved.

The last piece of information from the study session that I would like to comment on was the statement by the City engineers regarding the expectation for the City to generate \$250,000 per year from user fees for the proposed development. City engineers made no mention of any cost the City will surely incur due to new equipment/systems and increased demand on existing infrastructure (e.g. increased operation and maintenance costs, the potential to need additional staffing, any impact this new obligation could have on rate payers within City limits, etc.). This statement appeared to lack the required information and any proof of thorough consideration to make such a claim.

As I said earlier, I have lived in the surrounding neighborhood since 2010 and my wife and I have lived through several phases of life in our house. We started out just the two of us, but then soon after moving in, we added two dogs to our home. Incrementally, we also added two children to our family and this community has been a part of their entire lives. I started working at Puget Sound Naval Shipyard in 2006, but in 2014, I moved to a new position with the Federal Aviation Administration (FAA). To avoid any ethics issues, let me state that what I have written is my own personal position and does not reflect any FAA policy. I really enjoy my job and I would like to keep it. The offices for this new position were in Renton at the time, so being faced with a considerable commute, my wife and I considered moving for the first time. In the end, we decided our roots ran too deep in our home and community to move, so I found a vanpool and got used to commuting. My position with the FAA requires frequent travel for extended periods of time. Knowing my family has a community they can rely on if something adverse should happen while I am away is a big deal to me. Being part of a small community that watches out for each other, shovels driveways for each other if we receive snow, checks in if it has been any abnormal length of time since we have seen each other is a big deal to me. Worrying about my kids getting hit by one of the 400 new vehicles making one of the 2,000 predicted end trips per day on streets not designed for this amount of traffic is a big deal to me. This entire community would be negatively impacted if the development is allowed to be built at the proposed density, in no small part because a wastewater extension request is approved by the Council. Make no mistake, a vote in favor of this proposed wastewater extension is a vote in favor of developing this untouched wilderness area to the maximum extent possible, no matter the consequences on nature and the surrounding communities.

I think it is fair to say that without an approved wastewater extension request, any development of the Fisher plat would look much different, specifically the number of homes would need to be drastically reduced. Not denied entirely, but reduced. So, why is the development proposing such high housing densities, housing densities much higher than the surrounding communities? That answer must be based in profit. I understand that profit is not always bad, in some cases portions of profit can go to funding new research that the world desperately needs. But, this is

not that kind of profit. This profit is the old fashioned kind. The kind where nature and local communities are irreparably harmed, while a select few individuals reap the rewards. In one interview the property owners gave in support of a business they own on Bainbridge Island, the owners stated they split their time between Bainbridge Island and London. So in this case, these select few individuals reaping the rewards are not even part of the local community. They will not be faced with any long term negative consequences of this development.

As a dedicated civil servant my whole professional career up to today (and hopefully my entire career), I can say that I take pride in knowing society gets to benefit from my work. I will never have millions of dollars available in my budget to buy large properties, but I can live with that. I also find myself uplifted when I read about emerging evidence showing that current job seekers are looking into company values to see if they match their own when they are contemplating job offers or looking where to apply. This can be a strong tool for changing how society operates and adds new considerations in the profit equation. I do not know any of the Council members personally, so I can only guess at what your core values may be. Since each of you represent the community, I can hope that at least some of our core values are similar. I have reviewed the 2023 City Council Goals and Priorities and I certainly see some common ground between our values. What I do not see is anything supporting a development like this proposal represented anywhere on that document. This development is definitely not going to support affordable housing and it will not build what the Council defines as "Missing Middle Housing". In fact, I would argue the proposed development directly conflicts with some of the Council's Goals and Priorities, specifically developing policies that encourage environmental stewardship as one example.

In closing, I would like to summarize by saying that there are ample reasons for the Council to vote against the requested wastewater extension. Bremerton Municipal Code 15.03.040 puts this decision on the Council, so now we, the impacted community, ask the Council to see the negative consequences of approving this wastewater extension request far outweigh any supposed benefits and vote against this proposal.

Blake Hoffer

**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

Prepared for

JOHN AND SHAWNA FISHER

6964 Wing Point Rd NE

Bainbridge Island, WA 98110

(808) 620-7027



Prepared by

TEAM4 ENGINEERING

5819 NE Minder Rd

Poulsbo, WA 98370

(360) 297-5560



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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.

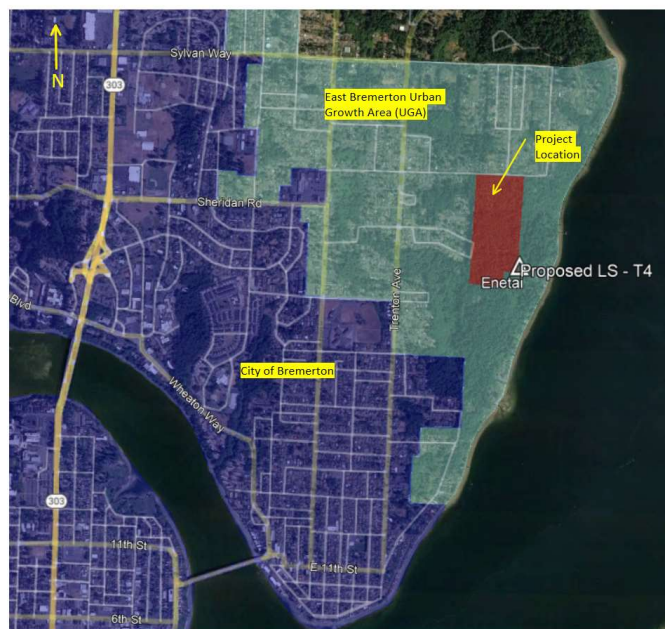


Figure 1 – Vicinity Map

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.

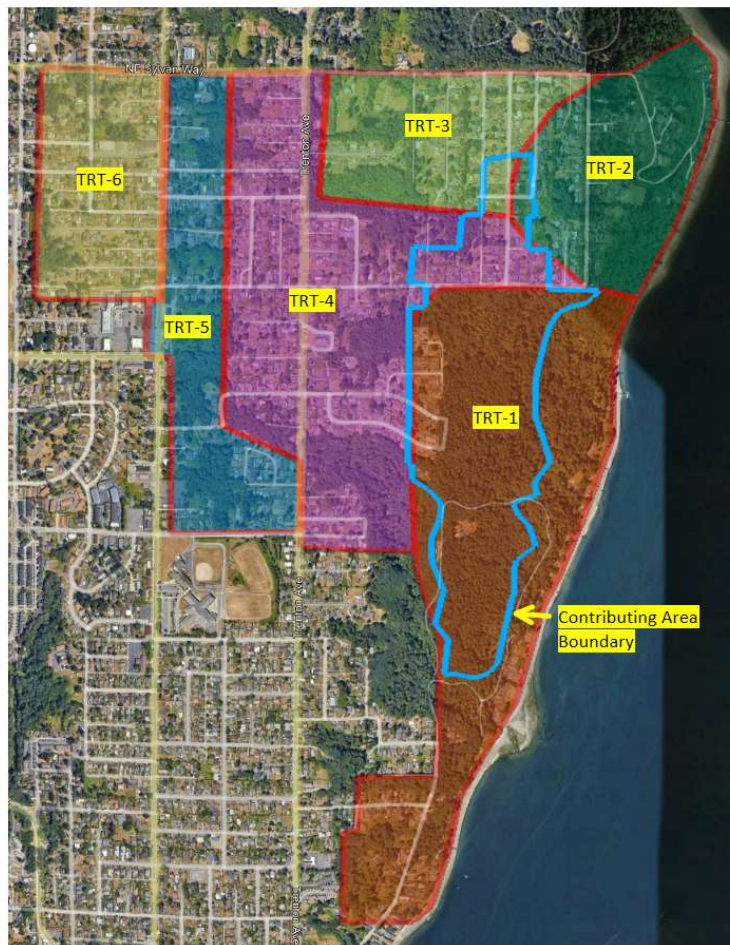


Figure 2 – Trenton Sewer Basin and Total Contributing Area

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	130	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	1.551	-	2379	1126	2.509	-	1556	3.467	1258	596	1.327	

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).

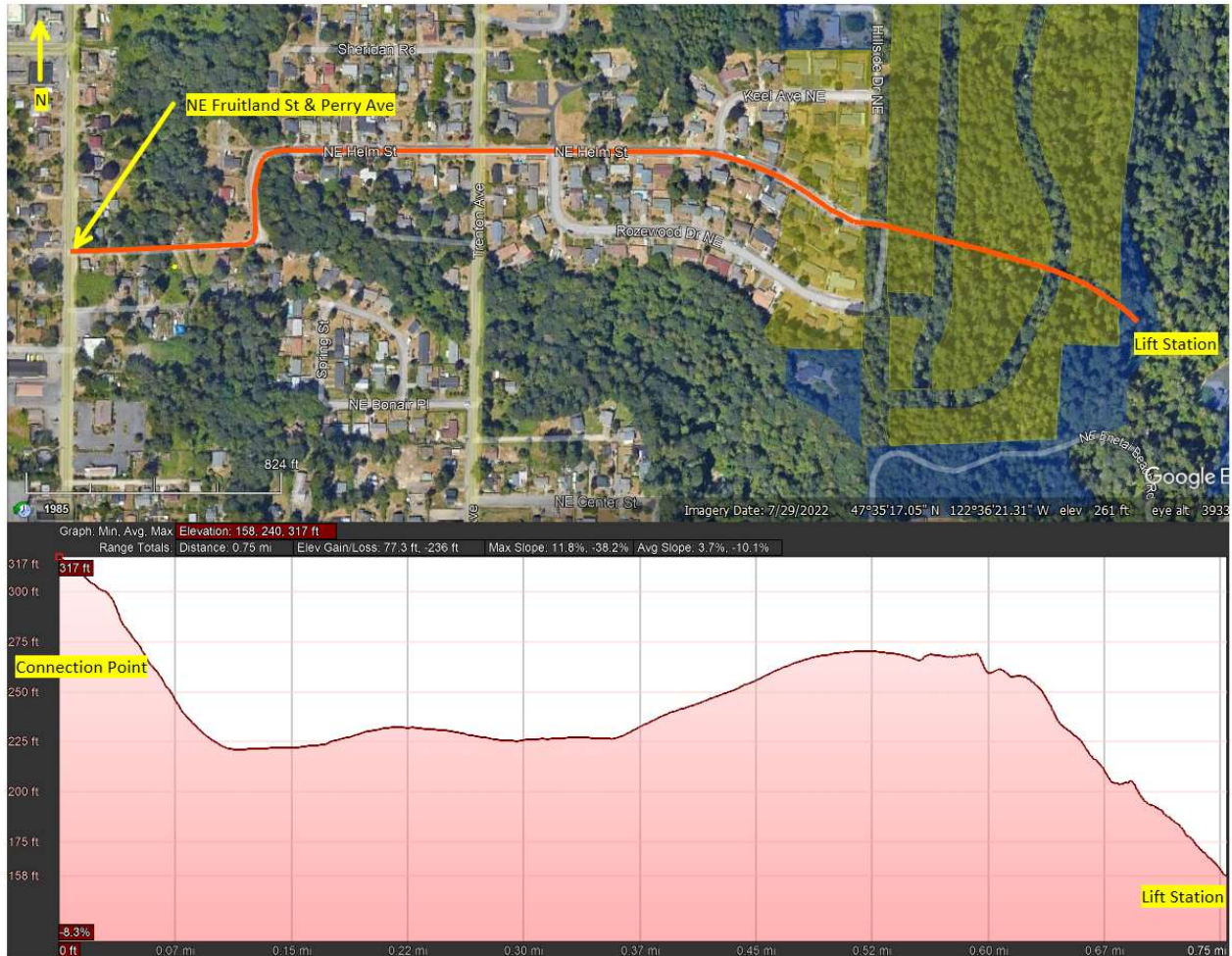


Figure 18 – Route 2 - Plan & Profile

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).

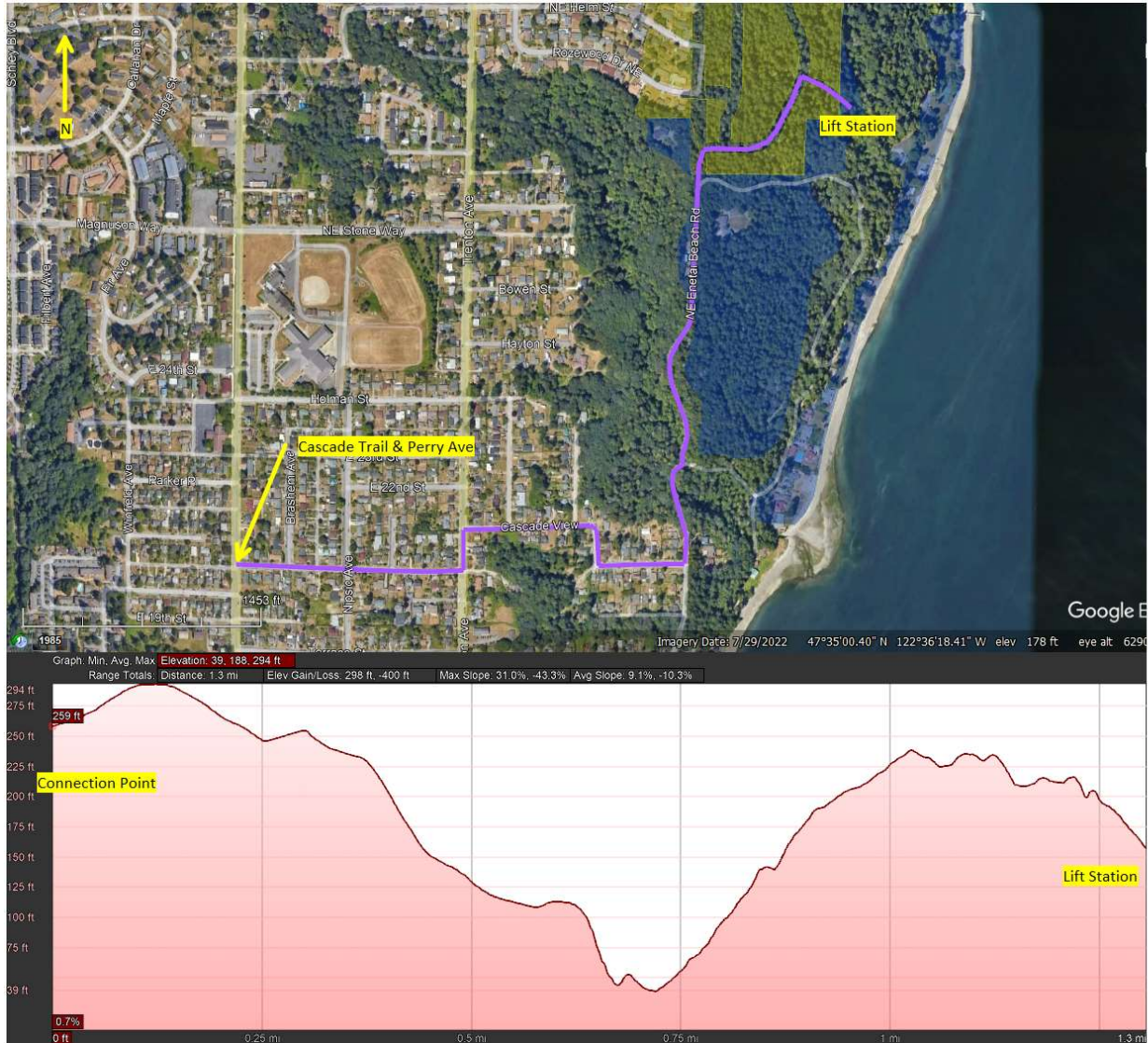


Figure 20 – Route 4 - Plan & Profile

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.

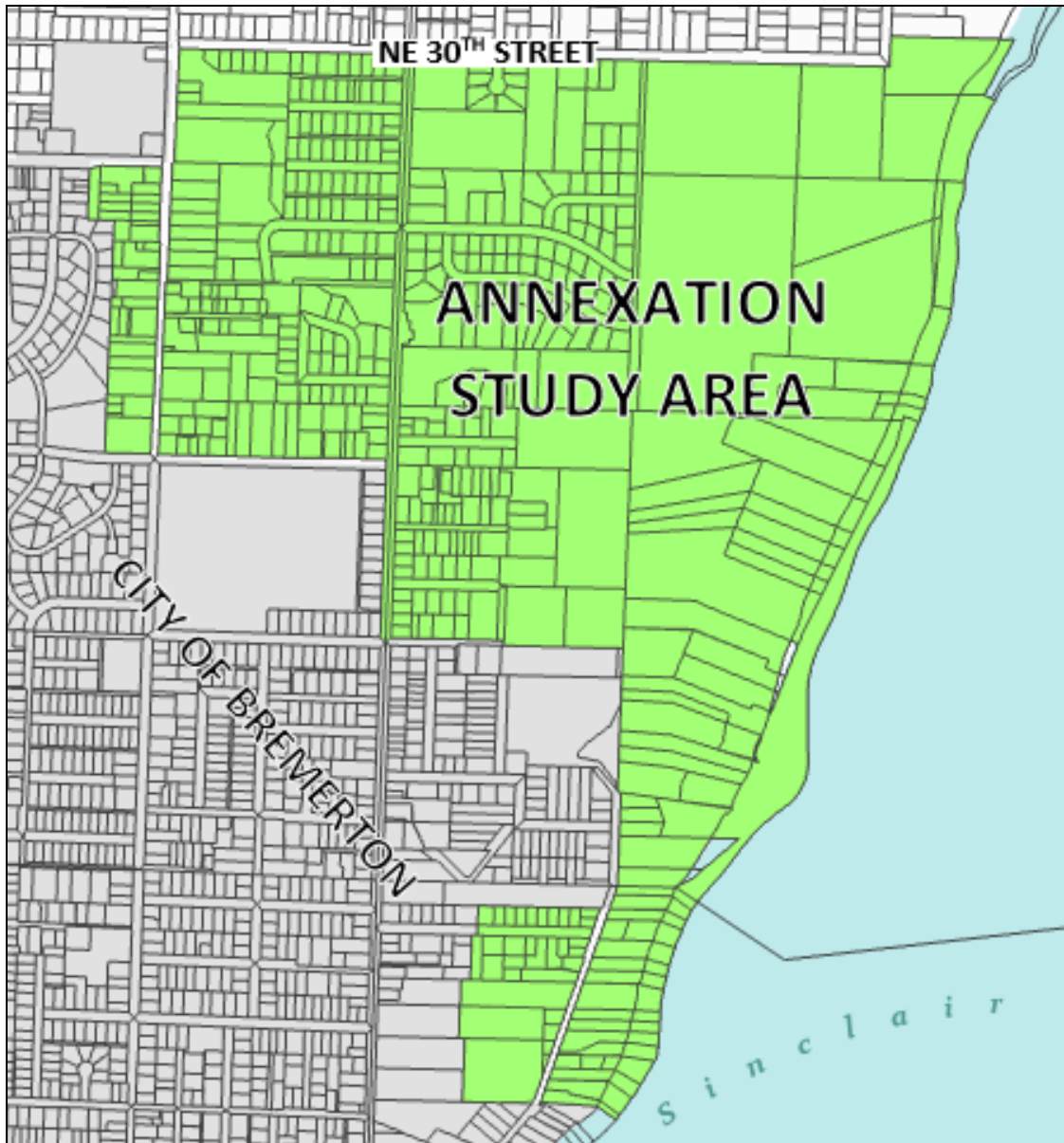
Fire Department:

1. No comments at this time.

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

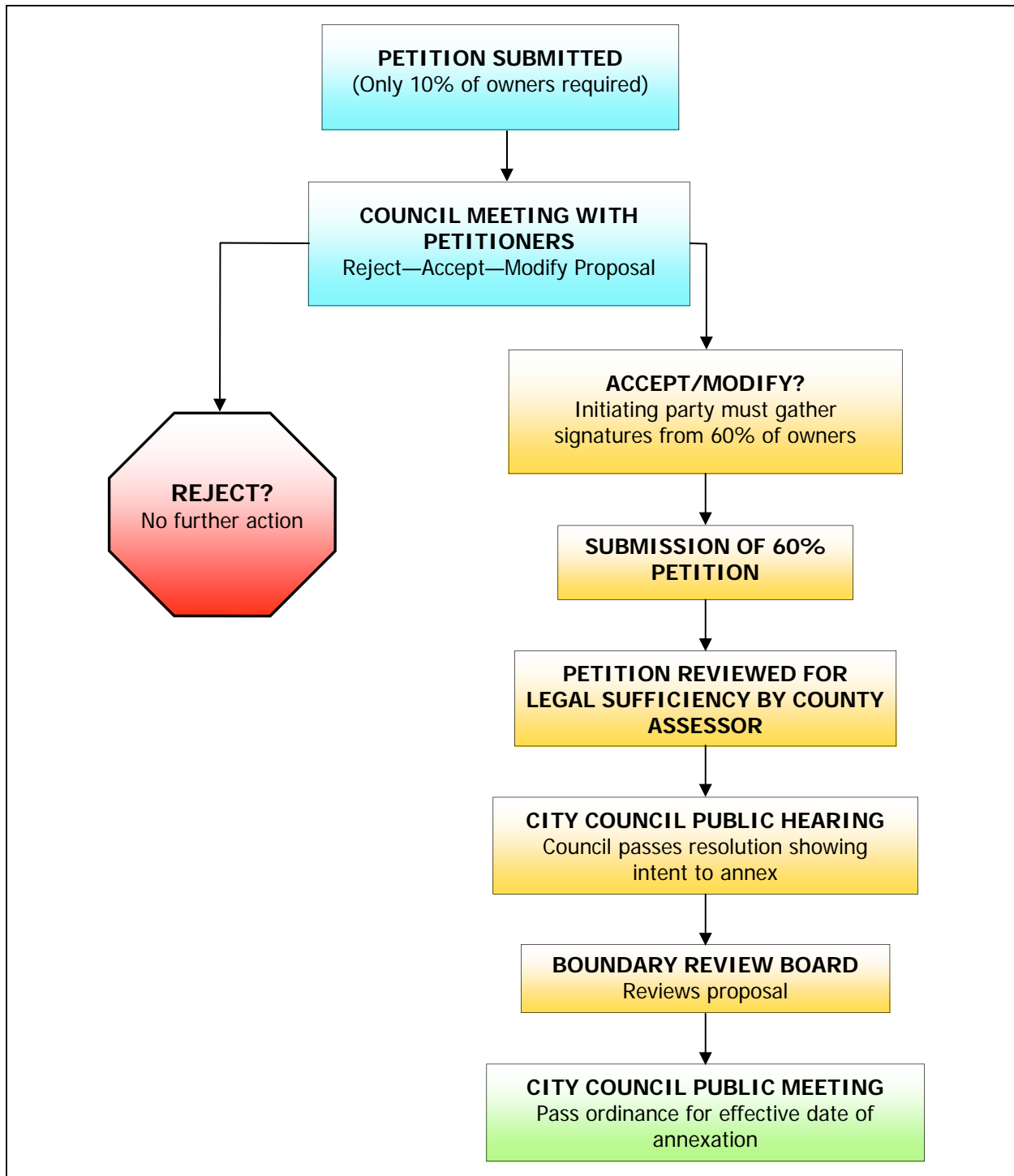
These comments are based on information provided prior to and at the pre-submittal meeting. The pre-submittal application conference is not intended to be an exhaustive review of all potential issues and the discussions shall not be binding or prohibit the enforcement of applicable laws. If you have 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

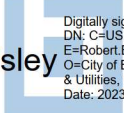
Re: Fisher Plat – BP21 00148
Parcels # 072402-2-104-2000 & 072402-2-107-2007

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,

 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

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

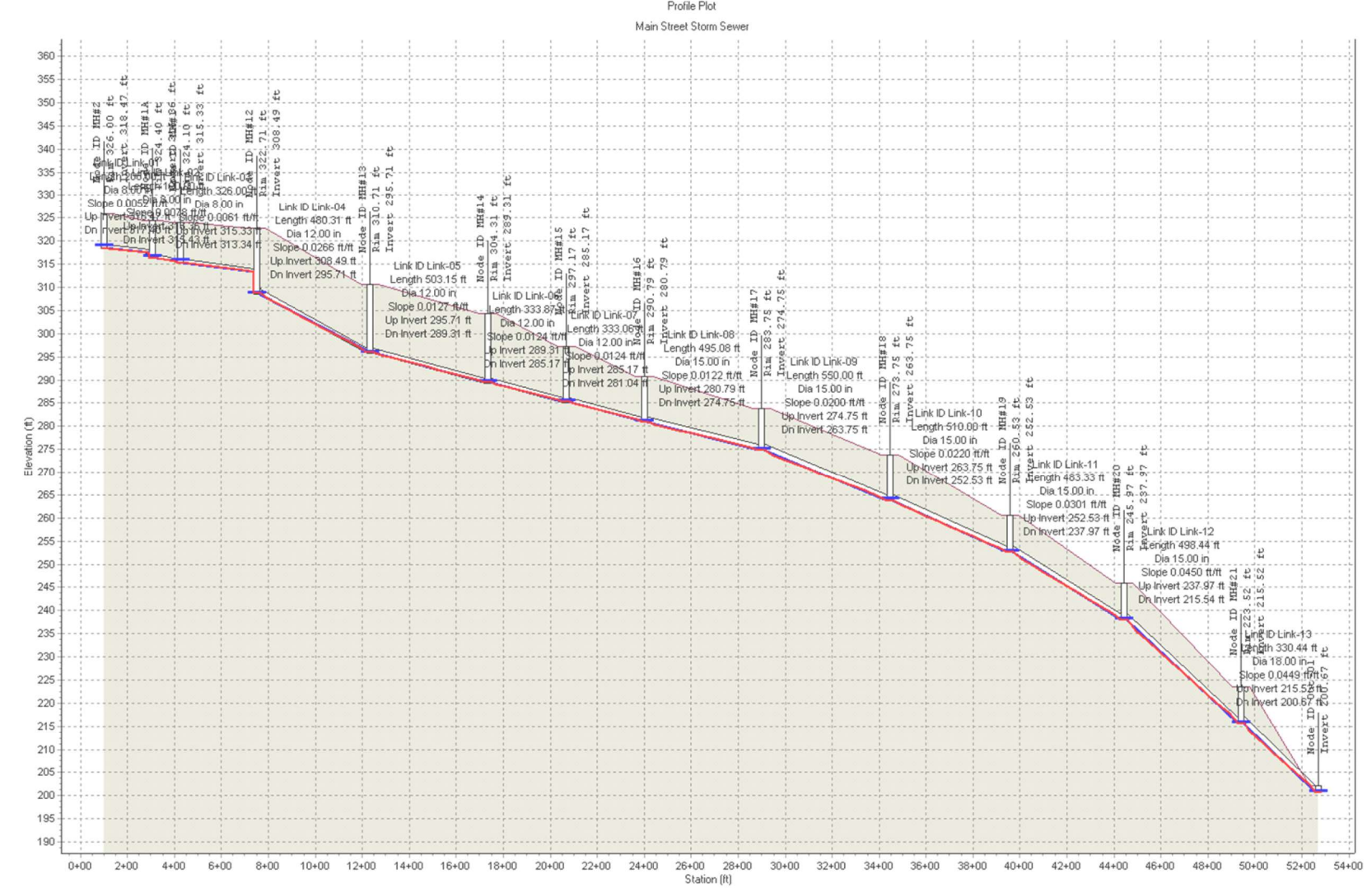
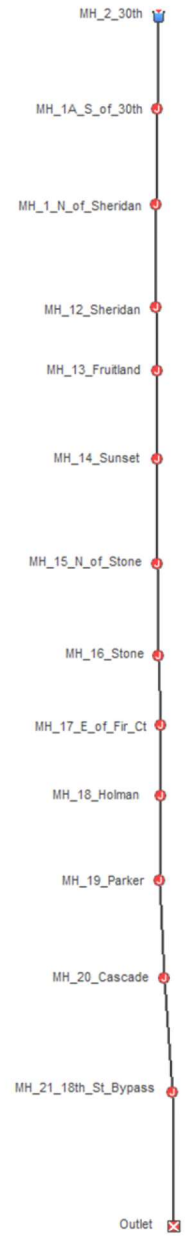
City Exhibit



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 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	0.59	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

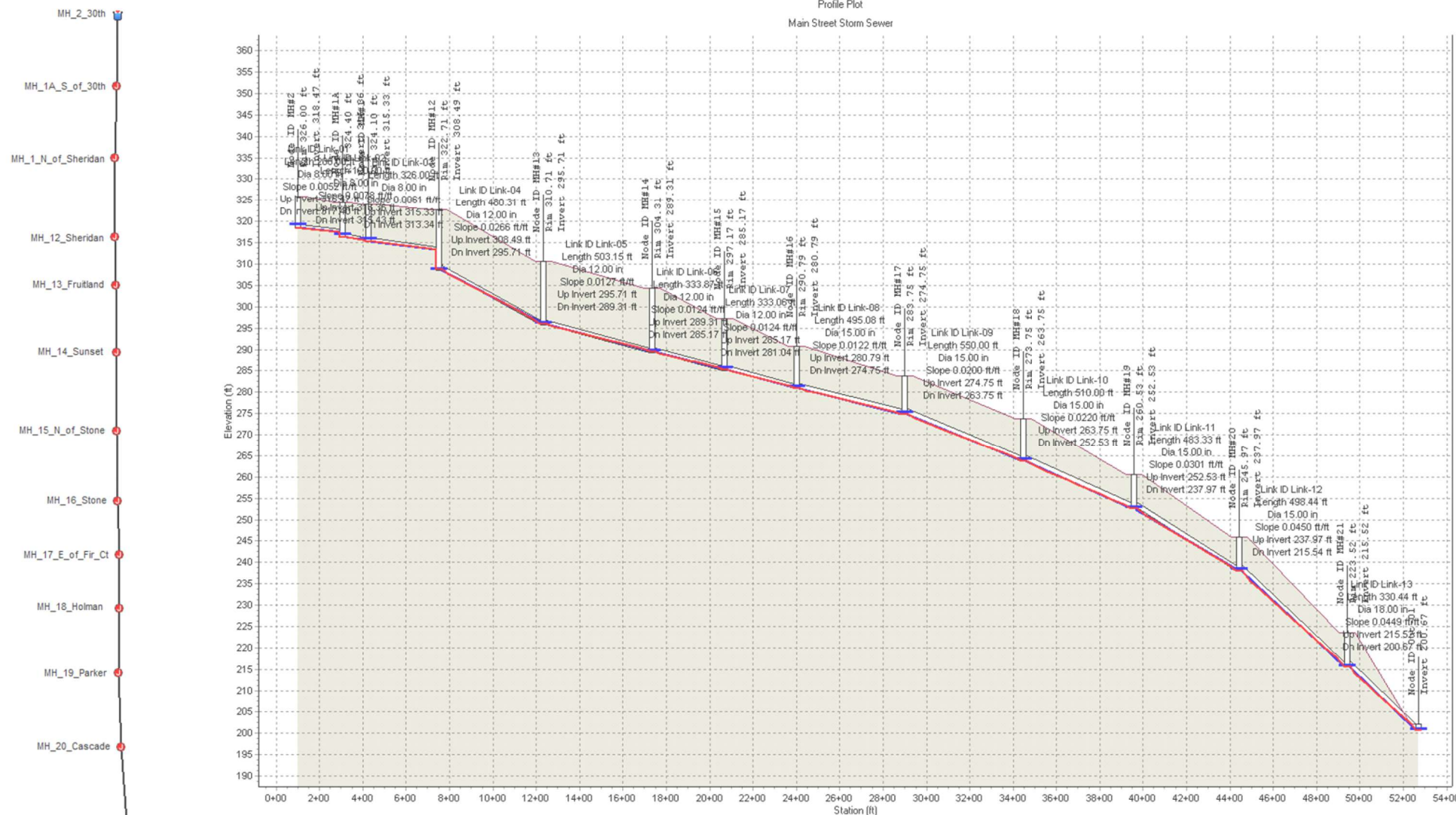


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
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)	318.96	316.78	315.78	308.79	296.08	289.70	285.57	281.17	275.08	264.08	252.84	238.24	215.79	200.94
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)	0.59	0.59	0.59	1.04	1.07	1.14	1.18	1.27	1.28	1.29	1.30	1.31	1.32	
Max Vel (ft/s)	2.49	2.81	2.64	5.32	3.94	4.00	4.11	4.37	4.94	5.26	6.02	6.64	6.16	
Max Depth (ft)	0.42	0.38	0.40	0.33	0.38	0.39	0.39	0.36	0.33	0.32	0.29	0.27	0.27	

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 (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

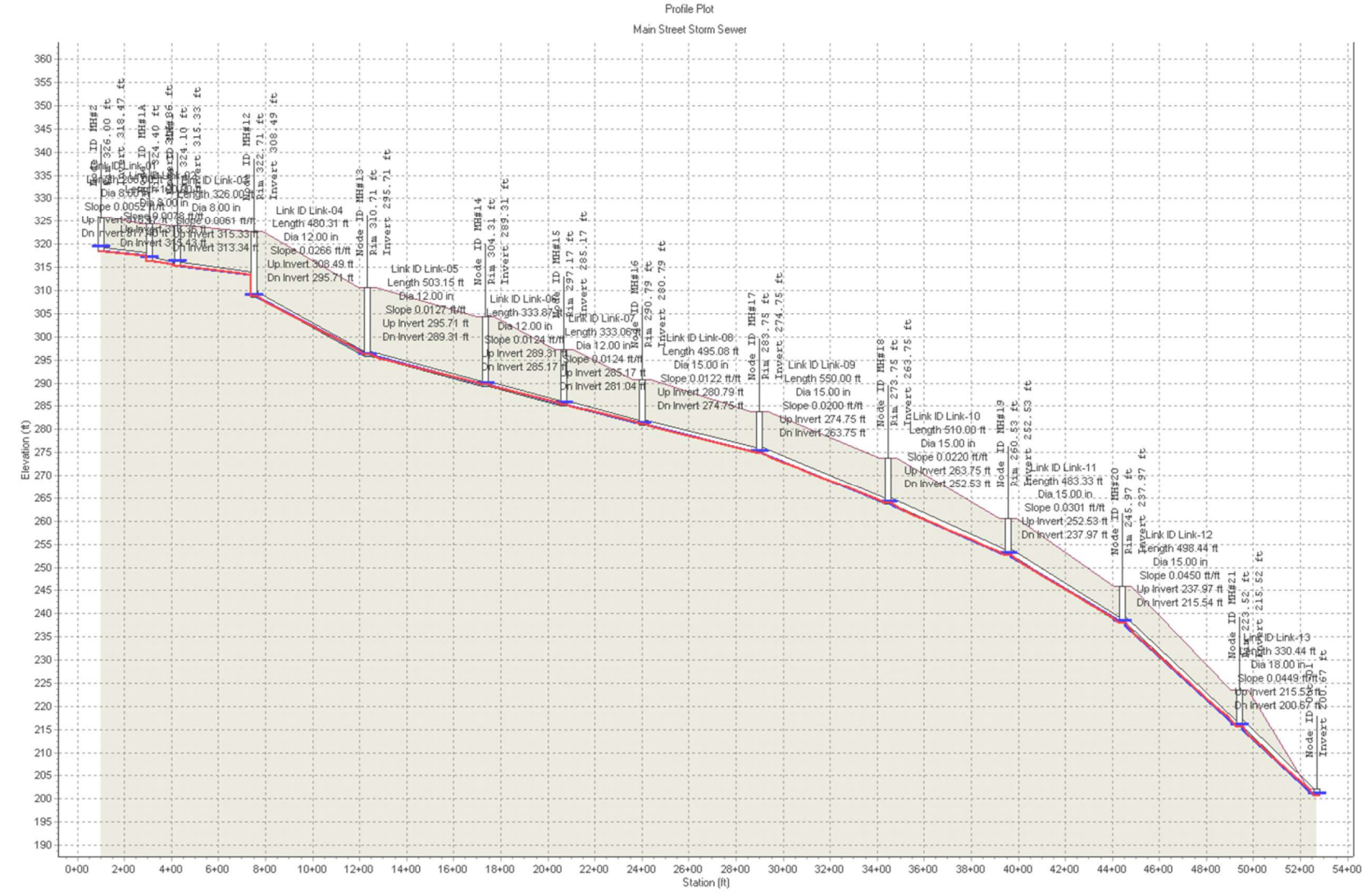
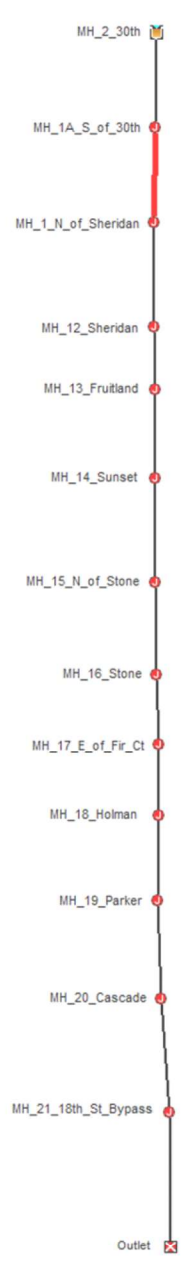


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.48	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
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	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

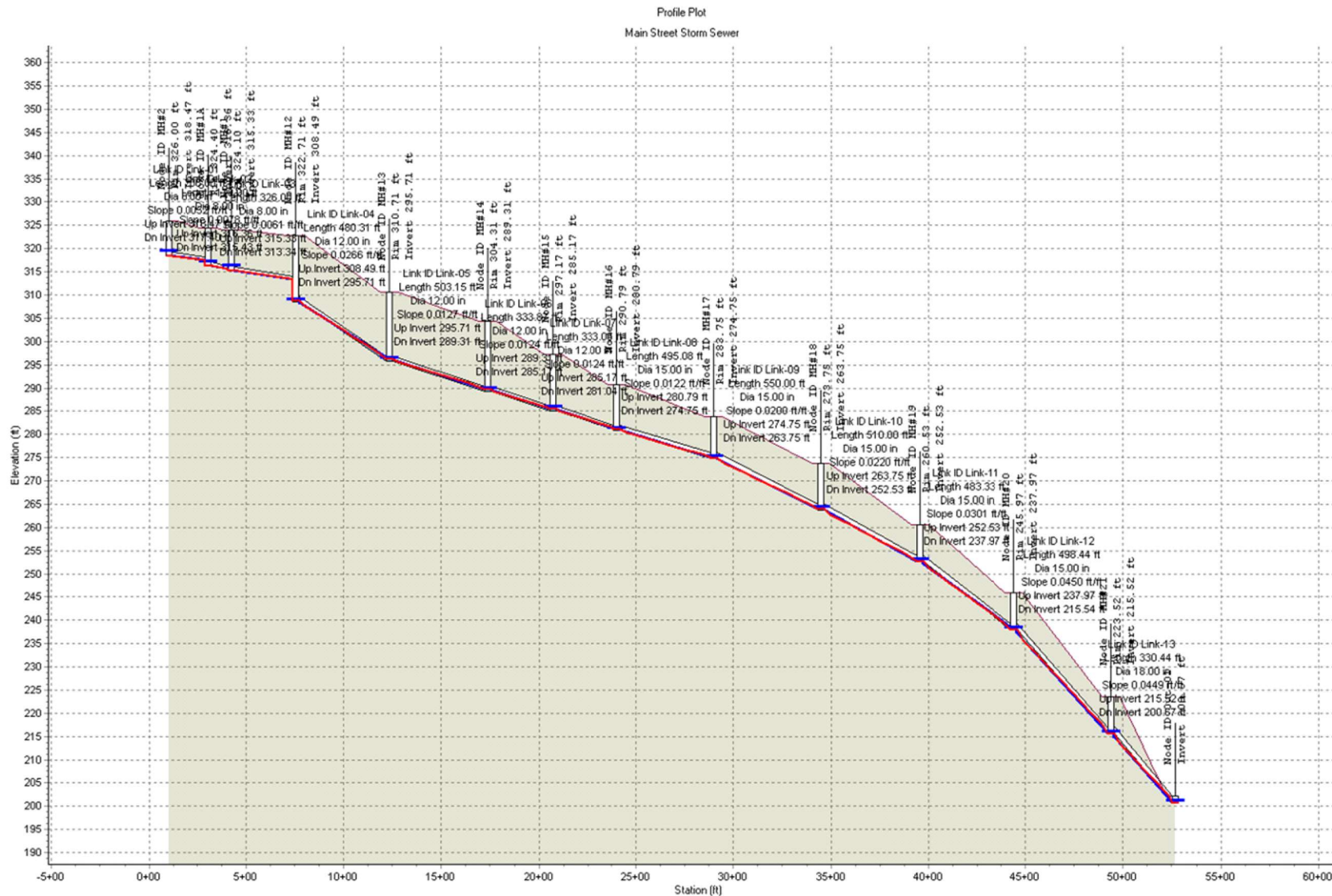
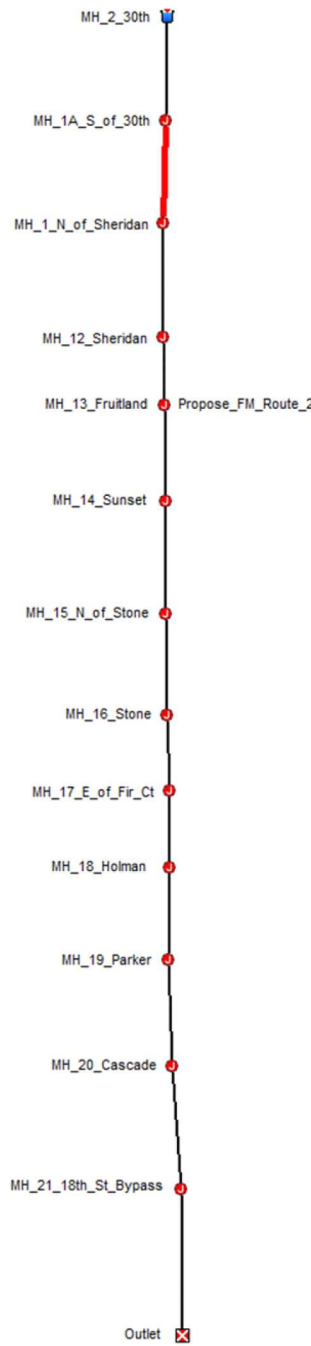


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
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	2.85	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 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	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	324.10	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	317.06	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	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	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

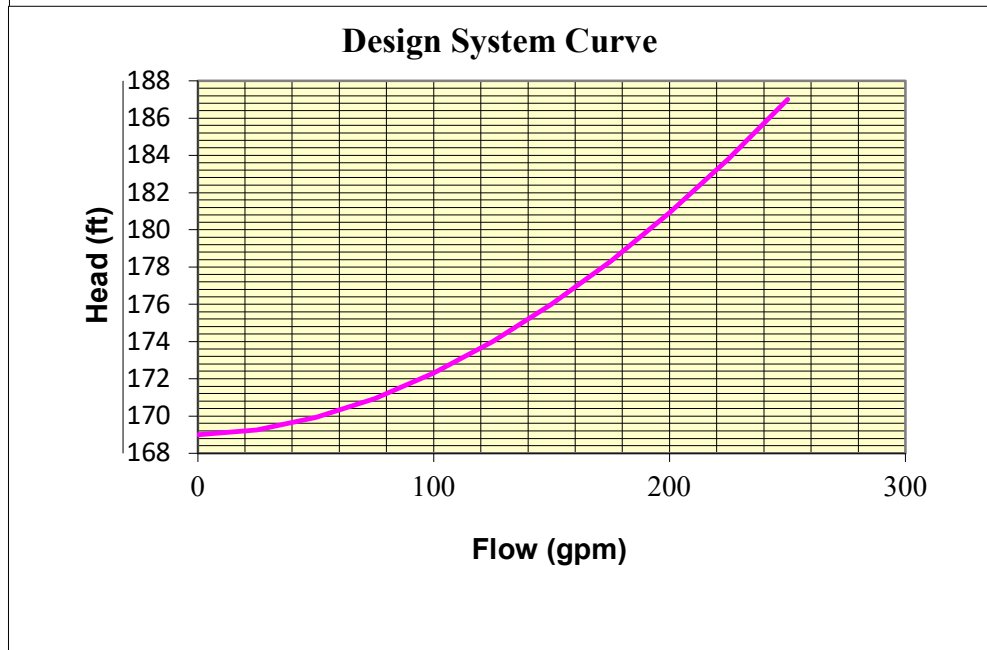
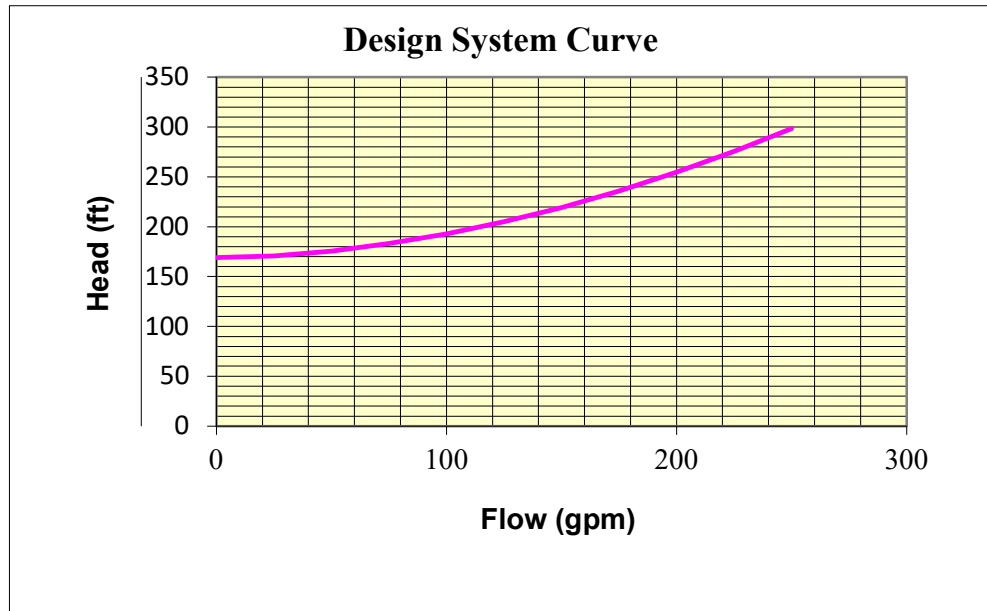
System Curves for various size force mains

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

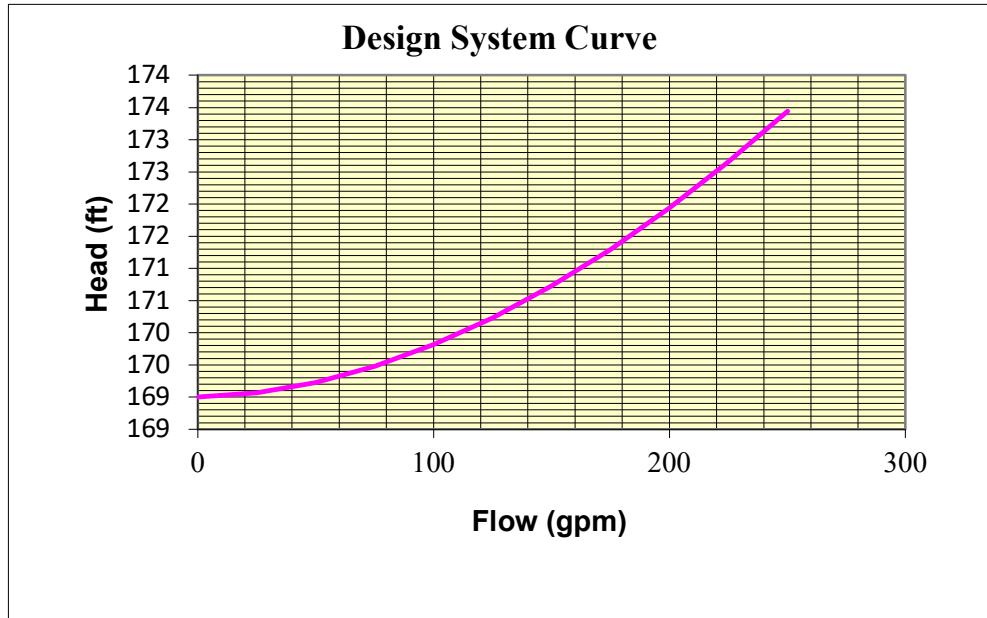
Nominal ID (in) **6**



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)

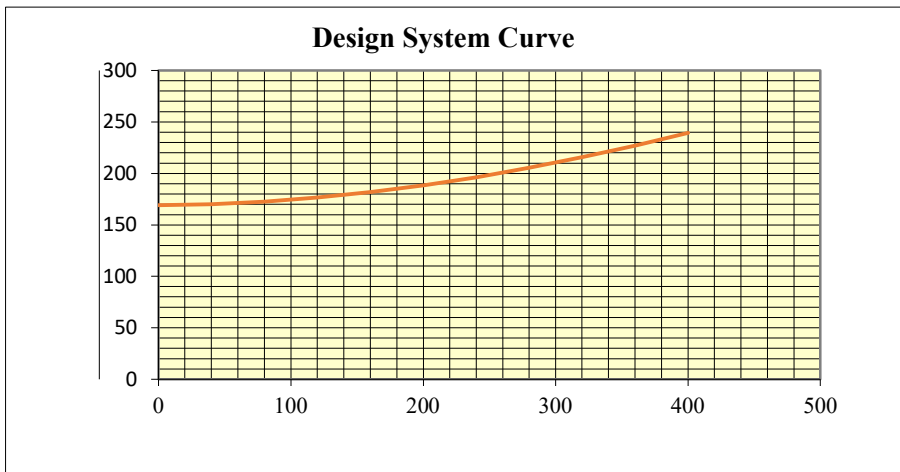
C_h= roughness coefficient

d=pipe inside diameter (in)

6"
SDR 11, 160 psi

System Curve

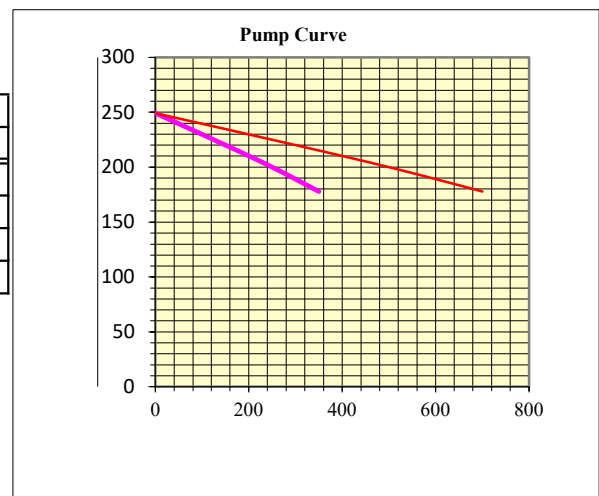
Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
40	0.99	169	169.99
80	3.58	169	172.58
120	7.59	169	176.59
160	12.92	169	181.92
200	19.53	169	188.53
240	27.36	169	196.36
280	36.39	169	205.39
320	46.59	169	215.59
360	57.93	169	226.93
400	70.39	169	239.39



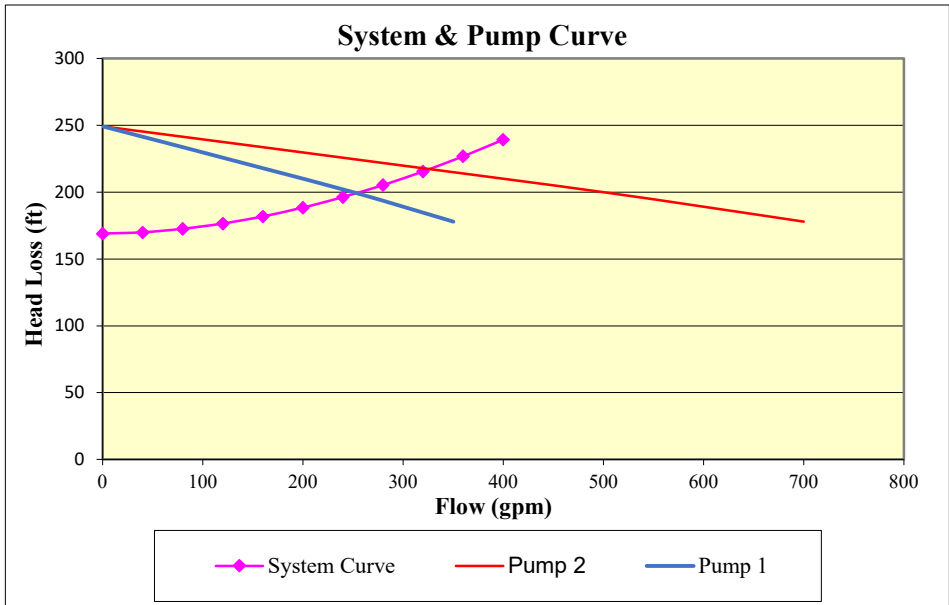
Pump Curve - Input Data from manufacturers Literature

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

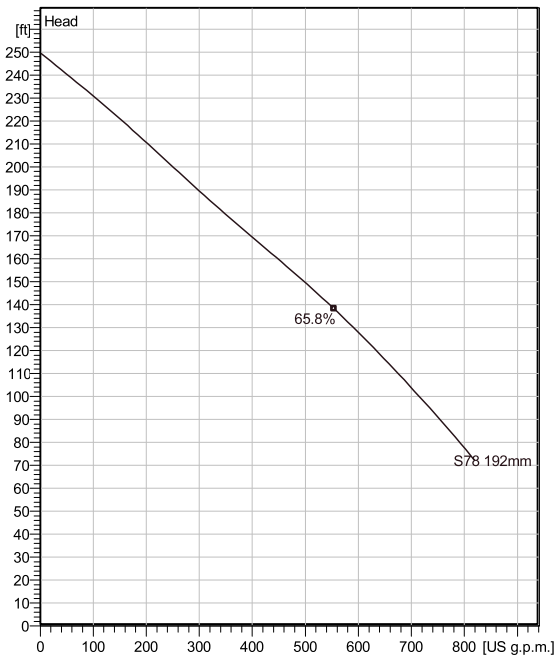
Submersible pumps for sewage and surface water within municipal and commercial building applications. Non-clog impellers are designed to maintain reliable performance at sustained efficiency.



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

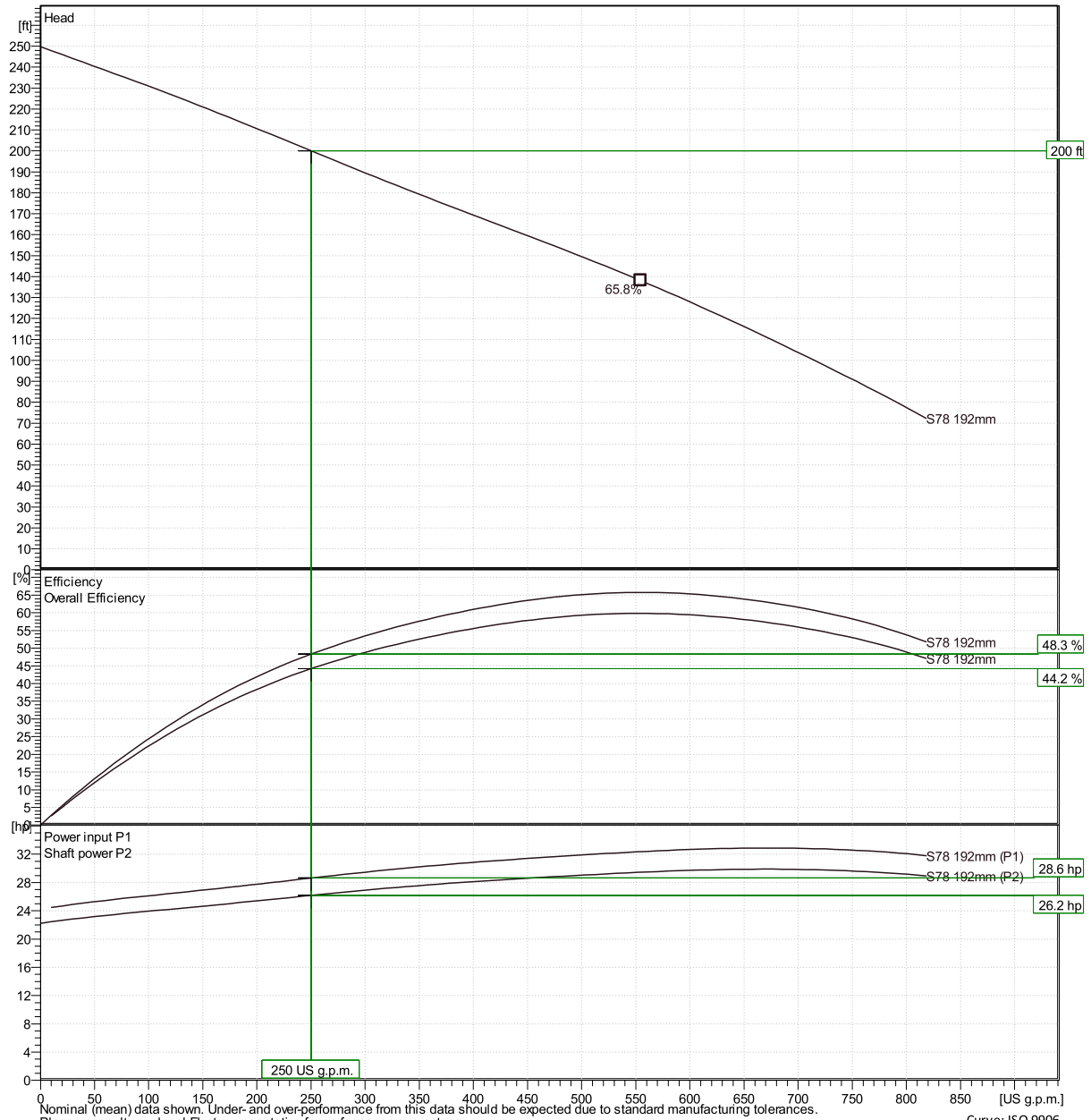


Duty point

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

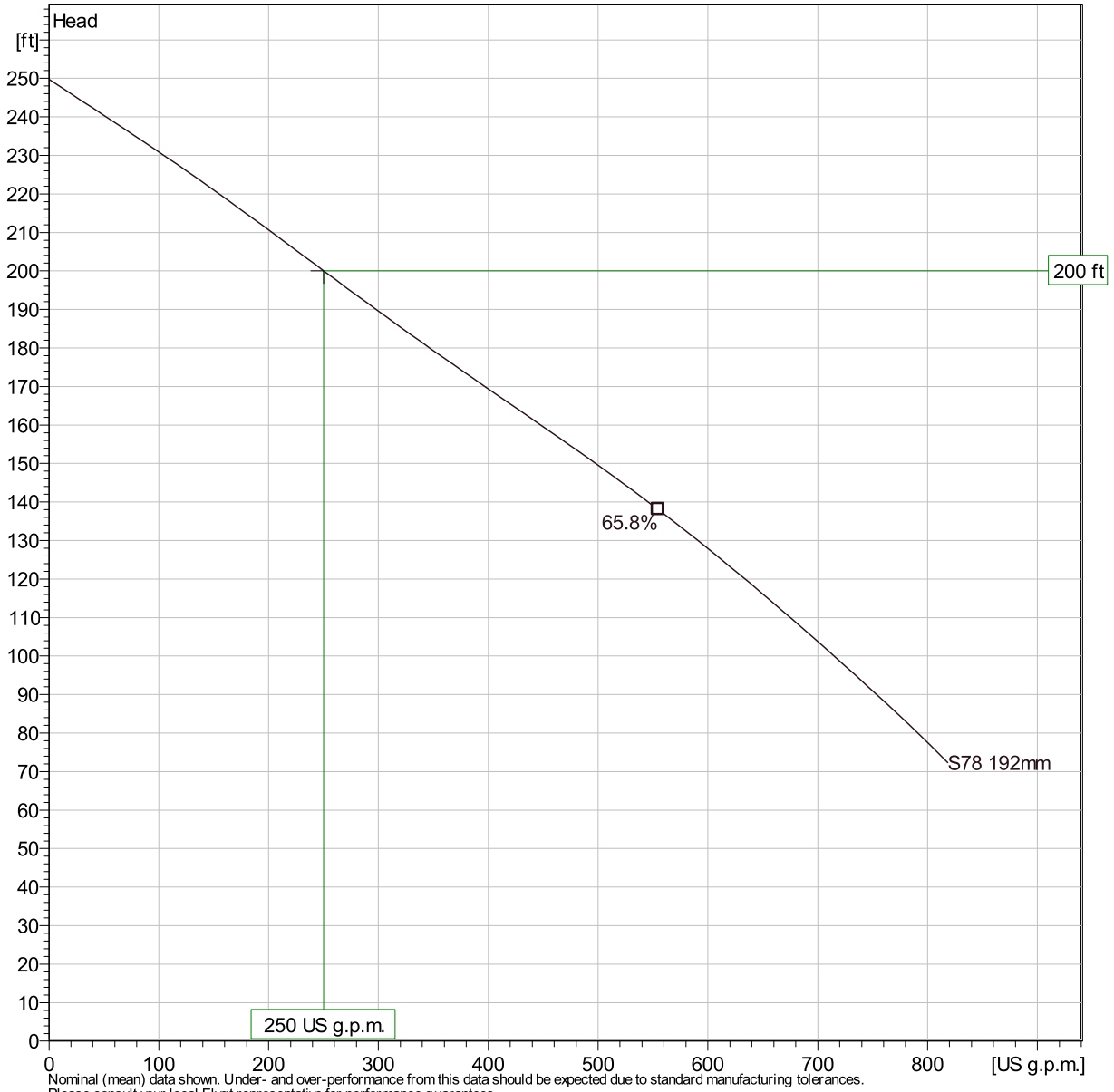
Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

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.

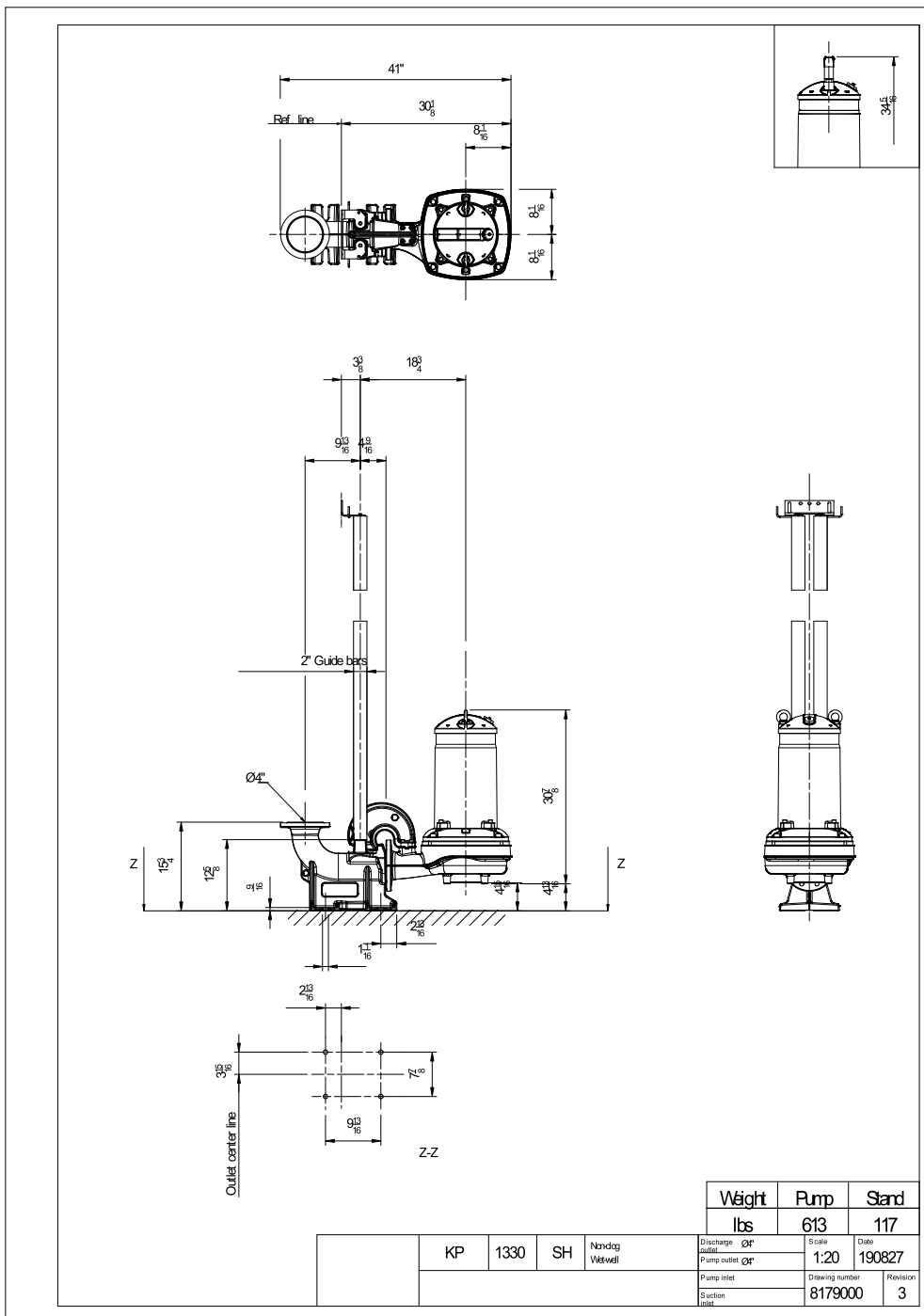
Operating characteristics

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
Block 0

Created by Matt Rasmusson
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.

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 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?

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?

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.

3. 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.

4. 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.

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 my residents by approximately 99.9%. The annexation attempt failed. The memo lists ONE person under public comments and misrepresents the shear 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: 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

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: 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: 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: 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: 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: 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: Felicie Griffin <feliciennegriffin@gmail.com>
Sent: Wednesday, October 18, 2023 5:28 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public Hearing on Resolution No. 3367

I am unable to make the public hearing tonight due to illness, so I am writing in opposition to the sewer extension to the Fisher plot. There are numerous reasons why but I wanted to address something that the City discussed during the study session last week. A statement was made by two people that it is not up to the city to consider what the county does, it is the city's job to approve or disapprove the sewer connection only. I would like to point out to the council member and public works department that this goes against your guidance.

Let me point out the Vision 2050; A plan for how and where we grow. You use this to develop the city's comprehensive plan, and guarantees you work closely with the county and multi-county governments for the greater good.

The plan includes a Regional Growth Strategy that focuses growth in centers and near transit, with the goal of sustaining and creating different types of urban communities, while preserving the region's working resource lands and open spaces. It directs PSRC to work with others to conserve, restore, and steward the region's open space and natural environment.

It states the region will protect natural areas and enhance the tree canopy. It guides growth that reduces development pressures that threaten farms, forests, and natural areas.

VISION 2050 supports the work of the Puget Sound Partnership to promote a coordinated approach to watershed planning and restoring Puget Sound. Key strategies for helping Puget Sound include protecting open space and restoring urban lands through redevelopment and public investment.

There is nothing about this proposed development that is low impact, will be a steward of the environment or retain tree canopies.

The goals of this document is to protect and restore natural resources that sequester and store carbon such as forests, farmland, wetlands, estuaries, and urban tree canopy. It also works to protect and enhance significant open spaces, natural resources, and critical areas. If you look at any county or state map you will see that this proposed area of development is exactly why you should care.

Further quote: Cities have an important role in accommodating new growth and taking development pressure off resource areas.

Per the regional open space network, we are in a parks gap (orange priority 4 and surrounded by 3). This area hosts walking trails, promotes biking, and helps the surrounding community stay cool in the summer, protecting us from storms, recharges our groundwater and protects endangered wildlife.

The whole parcel is marked as Farmland of statewide importance. The only thing better than that is the areas that would be contaminated by runoff which are marked "all areas are prime farmland". This land should be protected at all costs and not subjected to a developer who spends most of their time in London.

Furthermore, in WA State Department of Commerce guidance, the quality of groundwater in an aquifer is inextricably linked to its recharge area. Where aquifers and their recharge areas have been studied, counties and cities should use this information as the basis for classifying and

designating critical aquifer recharge areas. This area is marked as a Critical Recharge 1, very important for our safe, clean drinking water.

The engineer said the plot has wetlands, Commerce states Counties and cities are encouraged to make their actions consistent with the intent and goals of "protection of wetlands," per executive orders.

Again, cooperative and coordinated land use planning is critically important among counties and cities in a region for preserving fish and wildlife habitat conservation is the management of land for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. You cannot become isolated in your silo.

To bring it a little closer home, the Bremerton Comprehensive Plan Environmental Chapter's own vision is "Protect Bremerton's natural environment by meeting the needs of today's citizens without compromising the needs of future generations." As one council member stated, the incorporation of Enetai is inevitable. So not considering us now is not meeting the needs of future generations.

The goals of the Environment Element section are:

Stewardship: Provide stewardship by considering long-range implications of City policies on the environment, to conduct City operations in a manner that protects the environment.

Earth: Preserve and enhance vegetation and earth resources.

Water: Protect water resources for present and future generations.

Air: Ensure compliance with good federal, state, regional, and local air quality standards through coordinated, long-term strategies.

So what do we have and what does your plan say?

Wetlands. Wetlands help to maintain water quality; store and convey stormwater and floodwater; recharge groundwater; provide important fish and wildlife habitat; and serve as areas for recreation, education, scientific study and aesthetic appreciation. The City's overall goal shall be to achieve no net loss of wetlands.

Critical Aquifer Recharge Areas. Groundwater from aquifers provides a source of potable water and contributes to stream discharge/flow. Critical aquifer recharge areas contribute to the recharge of aquifers, springs and/or wells and are susceptible to contamination of water supplies through infiltration of pollutants through the soil. City residents rely on an essential life-sustaining safe drinking water supply.

Geologically Hazardous Areas. Regulation of geologically hazardous areas is meant to protect human life and property from potential risks related to development on or near geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, geologic events, landslides, and moderate and steep slope areas.

Priority Habitat & Species. Identification of priority habitats and species is required when evaluating critical area sites where wetlands and/or Fish & Wildlife Conservation Areas are present.

Tree Canopy. Maintain and improve the City's tree canopy. This combats heat islands.

On all the maps presented during a City study presented recently, I quote “they showed the importance of keeping our resources as is.”

We recently received an annexation request as you know. In the annexation FAQ from the city of Bremerton website, I quote “The City is conscientious of neighborhood compatibility and requires that new development be at a similar density to the homes around it”. I share a property line with Fisher’s development and I have a single family home on 4 acres. The others bordering him are 2-5 acres, with the smallest lots at 1/4 acre. The surrounding area is mostly sized at the 2-5 acre range but even the smallest lots in the surrounding neighborhoods are still large enough to have their own septic. The idea to put 189 homes on this plat would be scrutinized if the city considered their own density fact.

Even closer to home, in an email from Janelle Hitch dated May 19, 2022 she states:
Upon receipt of a Utility Availability Request, the City will initiate the process to consider the request for sewer extension for the proposed development.

She listed 7 criteria used in the evaluation of sewer extension. I believe the Public Works provided 5 of those in their study session last week. The two that were not discussed will need to be answered prior to your decision. She states they are:

- Understanding of needed dedications, easements, and right-of-way for construction and operation of the proposed system.
- Impacts to critical areas and potential mitigation requirements.

This implies that it is not up to the county or the permitting to figure it out.

I hope you vote to reject the sewer extension.

Thank you,
Felicienne Griffin and Jesse Matheson
3047 Rozewood Dr.

From: kathie.lustig@icloud.com <kathie.lustig@icloud.com>

Sent: Wednesday, October 18, 2023 4:35 PM

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

Subject: Exhibits for Meeting / Pending Enetai Utility Service Request

Dear Bremerton City Council,

Please see documents for your review

Kathie Lustig



BEN B. CHENEY FOUNDATION

"Helping people and their communities"

May 6, 2016

Delivered by Hand May 10, 2016

To: David Greetham

Kitsap County Planning Supervisor

Re:	Parcel No.	Acres
	072402-2-005-2000	22.34
	072402-2-004-2001	19.66
	072402-2-006-2009	3.96
	072402-2-012-2001	9.58
	072402-2-013-2000	9.59
	Total acres	65.13

Dear Mr. Greetham:

I am writing to you as authorized agent for the above-referred properties. These properties have been owned by the Cheney family or their related entities since 1955. Currently, the properties are owned as tenants in common between Entetai Beach, LLC (owned in part by my sister Piper Cheney and me, or related trusts) and the Ben B. Cheney Foundation (referred together as "Owners").

As noted in the Central Kitsap Preferred Alternative Zoning Changes, Kitsap County Planning Department is recommending that the above-referenced properties be restricted by changing the zoning designation for the property from Urban Low Residential (5-9 du/ac) to Urban Restricted (1-5 du/ac).

We Owners are strongly opposed to rezoning the property to Urban Restricted and request that the zoning designation remain as Urban Low Residential.

The rationale for our request includes the following:

1. Kitsap County performed a thorough comprehensive plan analysis in 2012 and designated the properties Urban Low Residential (5-9 du/ac). There is little justification to reduce the potential density of the site to Urban Restricted (1-5 du/ac). Planning staff has advised that the rationale for restricting the zoning designation to Urban Restricted (1-5 du/ac) is due to the steep slopes and other physical characteristics of the parcels. The Owners note that all physical features relating to the Property, including critical areas, have remained unchanged since 2012 and the Urban Low Residential designation was reasonable at that time, and remains reasonable at the present time.

2. The Property remains one of the largest, undeveloped water-front, residential properties in Kitsap County. Due to its size, any development of the Property would need to be approved through the Kitsap County subdivision code, Chapter 16.04. This subdivision code provides broad authority to Kitsap County to "regulate the segregation of land and to promote the public health, safety and general welfare in accordance with standards established by the state and county to prevent the overcrowding of land..." and address adverse impacts arising from the development of the parcels. See, KCC 16.04.020. A "strategic" reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the subdivision process.

3. The Property is diverse in nature and does not deserve an overall designated change. Surrounded by residential subdivisions to the west and north the Property lends itself to future residential development. The Property does have slopes, wetlands, and habitat protection areas. If future development occurs it would need to be approved through a variety of additional codes within Kitsap County to address density and development concerns, including without limitation Title 12, Storm Water Drainage; Title 13, Water and Sewers; 14, Buildings and Construction; Title 18, Environment; Title 19, Critical Areas Ordinance; and Title 22, Shoreline Management Master Program. A “strategic” reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the various development regulations noted above.

4. A reduction to the potential density within the properties is inconsistent with several policies within the Kitsap County Comprehensive plan to encourage growth within the urban areas. This property is designated within the Urban Growth Boundaries for the City of Bremerton. Moreover, the website for Kitsap County acknowledges that a reduction in density may impact “zones being suggested for changes to decreased density, generally to avoid development in critical areas and protect rural areas.” Again, this Property is located in an urban area, not rural. The properties immediately adjacent to the Enetai Beach community, which remains highly developed at a much higher density than is being proposed for the property as Urban Restricted. To the undersigned’s knowledge, the planning department’s request for a reduced density of the property to Urban Restricted is the only decreased density proposal for residential use in an urban area in Kitsap County.

Proposed Mitigation.

We Owners of the Property are strongly opposed to changing the existing zoning from urban low residential to urban restricted. As a compromise to the County’s proposal we have filed and recorded boundary line adjustments (**Recording #201605060109-May 6, 2016**). We propose and would support the property having two zoning designations. As you can see by the attached map “Revised Parcels” as file with the County, we propose that the parcels A, D, and E remain Urban Low Residential (5-9 du/ac). As a note, Parcels A & D about the residential neighborhood and Parcel E has opportunity for further waterfront development. Parcels B & C we propose be designation Urban Restricted (1-5 du/ac) due to slopes, springs and topography constraints.

We greatly appreciate your consideration of this proposed mitigation. If you have any questions I can be reached at (253) 572-2442 or brad@bencheneyfoundation.org.

Very truly yours,




Bradbury F. Cheney

Cc: Mark Holcomb, Attorney

After Recording, Return to:

Ben B. Cheney Foundation
3110 Ruston Way, Suite A
Tacoma, WA 98402-5307

BEN CHENEY FOUNDATION 201605060109
Boundary Line Adjustment Rec Fee: \$ 79.00
05/06/2016 12:13 PM Page: 1 of 7
Dolores Gilmore, Kitsap Co Auditor



DECLARATION OF BOUNDARY LINE ADJUSTMENT

Assessor's Tax Account Numbers:

07-24-02-2-013-2000, 07-24-02-2-012-2001, 07-24-02-2-006-2009,
07-24-02-2-004-2001 & 07-24-02-2-005-2000

Location: NE ¼ & NW ¼ Section 7, Township 24 North, Range 2 East, W.M.
Kitsap County, Washington

Applicants / Declarants / Owners of Record:

Enetai Beach LLC and Ben B. Cheney Foundation

CURRENT Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street.

Parcel C

The South Half of the South Half of Government Lot 1, Section 7, Township 24 North,
Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the
Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in
Kitsap County, Washington, described as follows:
Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said
lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet;
thence north 1320 feet, more or less, to a point on the north line of said Government Lot
2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west
along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap
County for Hillside Drive NE under Auditor's File No. 1026662.

EXCISE TAX EXEMPT MAY 06 2016

Property Taxes are paid thru: 12/31/2016.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 2

Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; TOGETHER WITH Tidelands of the Second Class, as conveyed by the State of Washington, situate in front of, adjacent to or abutting the south 330 feet of said land.

NEW Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH the west 200 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT the west 200 feet thereof; EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street; TOGETHER WITH the South Half of the South Half of Government Lot 1, Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel C

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.
EXCEPT that portion thereof lying southerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 3

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet; thence north 1320 feet, more or less, to a point on the north line of said Government Lot 2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap County for Hillside Drive NE under Auditor's File No. 1026662;

TOGETHER WITH the west 200 feet of the following described property:

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning.

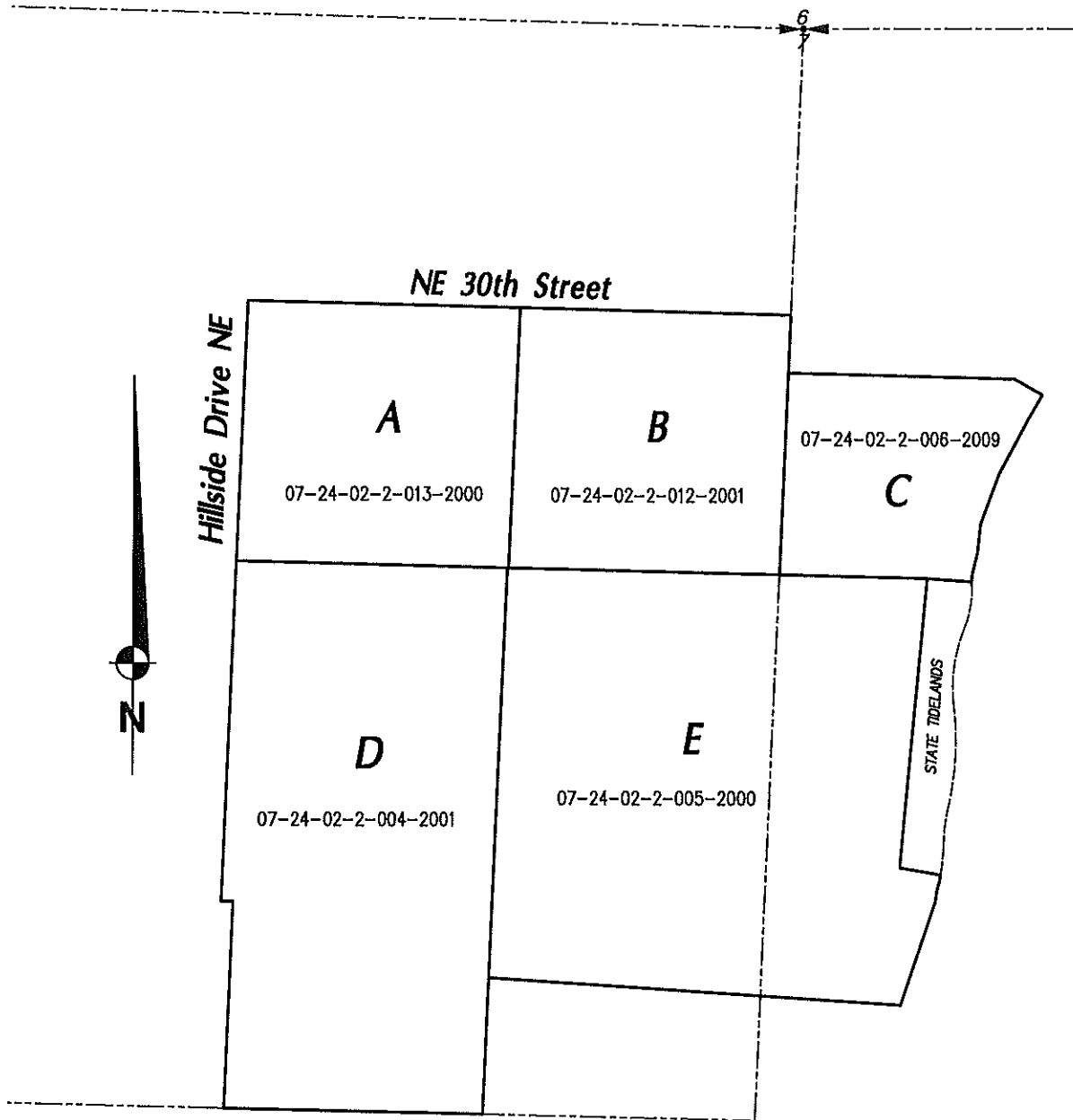
Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.

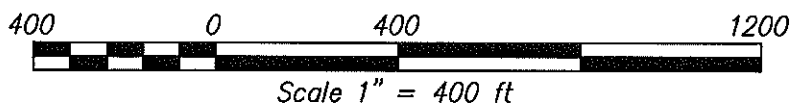
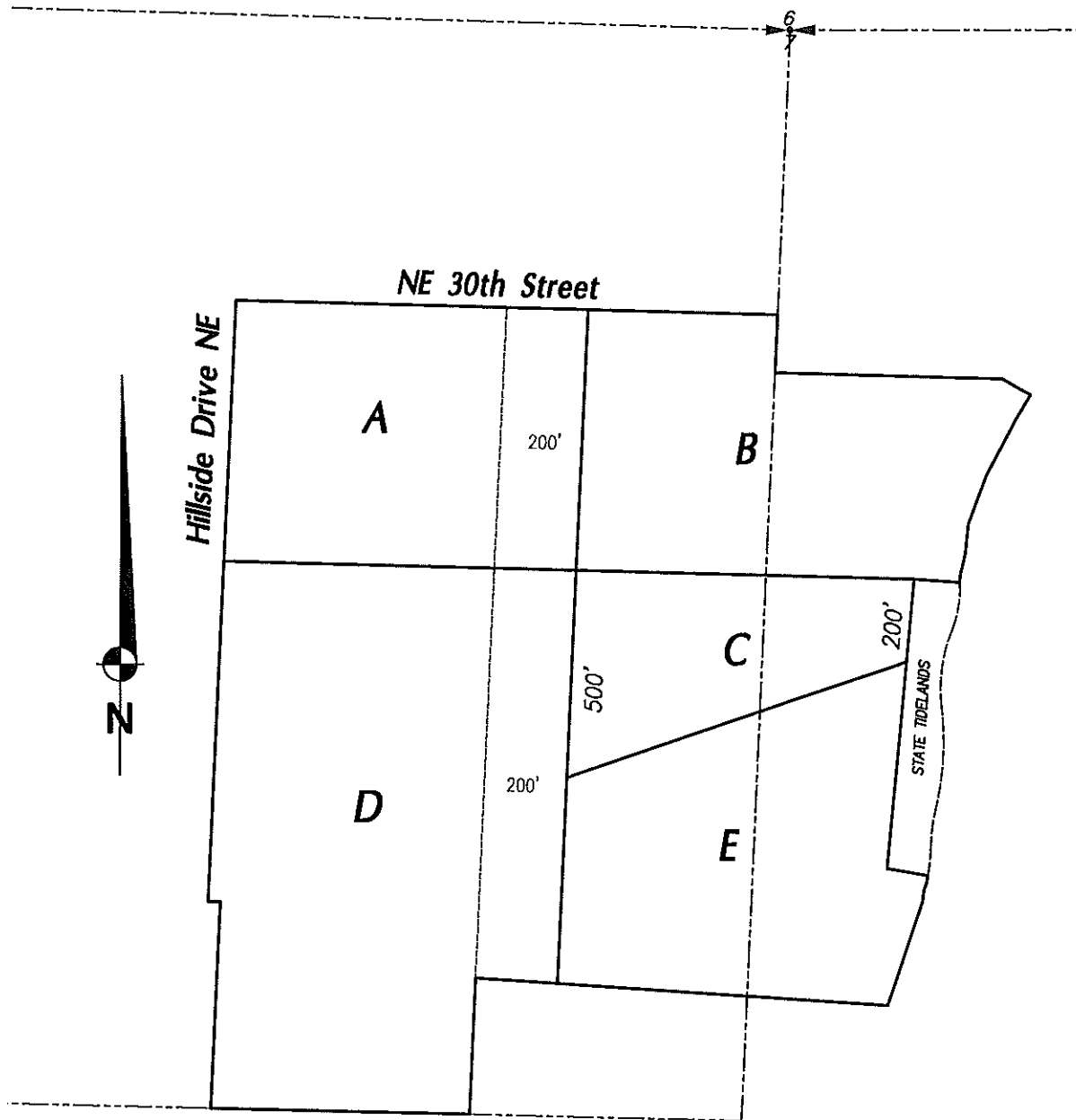
EXCEPT that portion thereof lying northerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

ORIGINAL PARCELS



Scale 1" = 400 ft

REVISED PARCELS





FISHER PLAT PROJECT PROPOSAL / NARRATIVE

September, 2021

Name of Project:

Fisher Plat

Address of Project:

[two parcels, both with “No Situs Address” per Kitsap County Parcel GIS]

Applicant and Property Owner (per Kitsap County Parcel GIS):

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

Contacts:

Team 4 Engineering (consultant):

- Mark Kuhlman, P.E. (project manager)
5819 NE Minder Rd
Poulsbo, WA 98370
(360) 297-5560
- Timothy Witten (project coordinator, alternative contact)
(206) 858-0162

Project Location, Assessor’s Account Numbers and Legal Descriptions:

The proposed project is located in the Bremerton Urban Growth Area, but has not been annexed into the City of Bremerton, and remains in unincorporated Kitsap County. It is located in what is known as the Enetai neighborhood, just north 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.



The project will span and encompass the following two parcels:

1. Parcel 072402-2-104-2000, described as follows:
RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201605060109, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.
2. Parcel 072402-2-107-2007, described as follows:
RESULTANT PARCEL D OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201605060109, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 2, OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

Project Location Photographs



From the north – 30th Street



From the west – Hillside Drive



From the west – Hillside Drive



From the west – Keel Avenue

Comprehensive Plan Designation and Zone

Both parcels for the proposed project are zoned Urban Low Residential, and are situated in the East Bremerton Urban Growth Area (see Exhibit D).

Existing and Adjacent Land Use:

- Site: Currently, two parcels, totaling 36.7 acres. The site is vacant, densely forested and the terrain is flat to rolling to steeply sloped -- up to approximately 40% in areas.
- North: ROW of 30th Street NE, across which lie approximately seven single-family house lots, including some in Wischhoefer's Second Addition. The area is zoned Urban Restricted.
- East: Four parcels, all vacant/undeveloped and all zoned Urban Restricted – three of which are owned by the Pensco Trust/John Fisher IRA, and one of which is owned by Thomas and Sharon Kubisa. The parcels range in size from approximately 2.5-11.5 acres.
- West: ROW of Hillside Drive NE (constructed) and Cheney Street (platted); Rozewood Estates Number Three, Short Plat 7283, Short Plat No. 61, all single-family homes and the area is zoned UL and UR.
- South: One single-family house lot of approximately 5 acres in size, owned by Mark and Jennifer Hightower. NE Enetai Beach Road runs parallel, and in close proximity, to the shared boundary.

Project Proposal - Introduction:

The proposed project is to develop this UL-zoned property into a single-family, detached home subdivision. At this preliminary, investigative stage – three similar, but different lot configurations – or “options” – are being considered for development of the property into single-family residential lots, with general conformance with Kitsap County zoning specifications for Urban Low Residential zoning (5-9 du/ac) and City of Bremerton R-10 zone requirements. While all three options have in common the characteristics, features and issues discussed below in the “Topics for Discussion” portions of this proposal, the differences among them are as follows:

Option 1: (by Map Ltd.) 166 single-family detached house lots, as depicted in Exhibit A

Option 2: (by Team 4) 189 single-family detached house lots, with a minimum width of 50 feet per lot, as depicted in Exhibit B

Option 3: (by Team 4) 189 single-family detached house lots, with a mix of 62 lots at 40 feet wide and 127 lots at 50 feet wide, as depicted in Exhibit C

In brief, the three options offer diverse balances of the variables of density, affordability, preservation of existing landforms and habitat, and connectivity to existing neighborhood and as follows:

Option 1 provides the lowest density and the greatest natural feature preservation, but offers less affordable lots, a lower variety of lot size and only minimum connectivity.

Option 2 is the most intense, but offers more desirable lots – in part because they are almost entirely uniform in size, offers significant street connectivity, but has a lower level of preservation.

Option 3 offers a greater variety of lot size, improves natural feature preservation to a greater degree than Option 2, and has the highest level of street connectivity and attendant traffic dispersal.

Project Proposal – Topics for Discussion:

- 1) Jurisdiction:** The property is in unincorporated Kitsap County, but is in the City of Bremerton Urban Growth Area (see Exhibit D). The City and County do not have an Interlocal Agreement and therefore the review and approval process will be through Kitsap County DCD with the County Zoning Ordinance and Critical Area Ordinance to be followed unless we annex into the City.

As discussed below, sanitary sewer will be provided by the City of Bremerton. The City, through Ordinance 5306 has revised Section 15.03.040 of the Zoning Ordinance to require properties requesting sanitary sewer service to be annexed to the City. There is an exemption section that will allow the City Council to extend service without annexation if annexation appears unfeasible. We must address this with the City in order to finalize the site plan for compliance with the appropriate Zoning Ordinance.

Therefore, we need to discuss and determine the viability of annexation in concert with the City. The site is remote from existing city limits, but existing Power of Attorney agreements with existing parcels may allow a successful process.

- 2) Utilities:** The site is within the City of Bremerton Sanitary Sewer service area as stated above. The site will need a Pump Station with a force main delivering the sewage to the existing City system. We anticipate that the city will require the sewage to be pumped to an existing pump station near 30th Street and Perry Avenue. We should discuss the capacity of the City's existing infrastructure and identify any upgrades that may be required.

Water service will be from North Perry Water System. At this time, we do not know if the District's existing infrastructure is suitably sized for our additional demand. We will coordinate with NPWS for service and any required upgrades.

We expect the development will be served by Puget Sound Energy and Cascade Natural Gas.

- 3) Critical Areas:** The Fisher holdings include areas not included in this development proposal. These areas, as well as areas within the development proposal, include critical areas such as steep slopes, streams, wetlands, and eagle trees.

We will retain a Geotechnical Engineer to identify the steep slopes to define setbacks and work methods to allow reconfiguration of the slopes, and to define other geotechnical design parameters. This work will address all the Fisher holdings as future work outside of the plat boundaries will occur in or near steep slopes.

It is intended that the proposal will include the development and enhancement of the views from the site through selective tree removal. The geotech, together with the arborist, will define the requirements for the safety of this work.

The geotechnical analysis will determine the acceptability of our grading plan to ensure slope stability and erosion control. Setbacks from top of slope and methodology of fill on existing slopes will be important factors in the ultimate configuration of the lots and associated infrastructure.

Stormwater management infrastructure and possibly water distribution facilities will be built on land outside the plat boundary. The construction of these facilities will need to comply with Geotech requirements provided in the Geotechnical Engineering Report for the project.

We will retain a biologist to address any wetlands or streams that may exist onsite of the plat or near the boundary of the plat as buffers may encroach onto the development. The Biologist will need to address the Bald Eagle nests/perch trees reported to be on the site. The Bald Eagle is no longer listed as an endangered species, but some construction limitations may be proposed or required within 300 feet of a nesting eagle.

- 4) Traffic:** The project will engage a Traffic Engineer to prepare a Traffic Impact Analysis (TIA). This project will generate about 2000 end trips per day that may negatively impact Level of Service in the surrounding road network.

The development options include varying degrees of street connectivity. We will look to the City and/or the County to provide input on a preferred option; once that option has been chosen, the TIA will be undertaken.

The Traffic Consultant will coordinate with the Engineering Departments at the County and City as those agencies will review the predicted trip generation and distribution and

identify intersections for potential further study. We hope the City will share known concerns at the Pre-Submittal Meeting.

- 5) **Views:** The desirability of lots within the development will be increased significantly if the view potential of the site can be enhanced. Currently the view is obstructed by trees on adjacent Fisher holdings (to the east; see figure on page 2). Therefore, tree removal outside of plat boundaries is proposed. We hope the City can provide guidance on this process.
- 6) **Streets:** Kitsap County and the City of Bremerton have Street Standards that define construction of streets to be Public Right of Way streets to be maintained by the jurisdiction. The standards do not match. The County discourages development of public streets in residential developments; private streets are preferred to eliminate long term maintenance expenses. On the other hand, our understanding is that the City of Bremerton still accepts Public Streets. We will need to determine which jurisdiction will process the application and select which standards we will adhere to. Because this area will ultimately – if not immediately – be within the Bremerton city limits, we may choose to use the Bremerton Street Standards so that the streets will in due course be dedicated to, and maintained by, the City.

Please note that Map Ltd's layout (Option 1) did not include improvements to the Hillside ROW; it is assumed this was done to allow the neighbors to see/feel less change by retaining a somewhat wooded strip and pedestrian path.

We consider this as an option for us, but we want to hear from the City and perhaps the County on their preference/thoughts on the concept of street connectivity. The Rozewood Estates plat (to the west) has dead end streets that likely expected Hillside to be constructed and provide connectivity for emergency vehicle access and safety.

- 7) **Stormwater Management:** The stormwater management systems today require Quantity Control and Quality Enhancement facilities to comply with state mandated requirements. Because the Fisher holdings include waterfront, we propose to provide quantity control by using direct discharge to the bay. The use of direct discharge will simplify the design and construction required. This approach may require a Shoreline Substantial Development Permit (SSDP) unless we can keep the cost of construction within 200 feet of the shoreline below a threshold cost. We hope the City can clarify and stipulate if the SSDP is required.
- 8) **Process:** Both the City and County include the SSDP and the Preliminary Plat as Type III processes, meaning a public hearing is required.

Exhibits

Exhibit A – Option 1: By Map Ltd, 166 lots, 40' x 100'

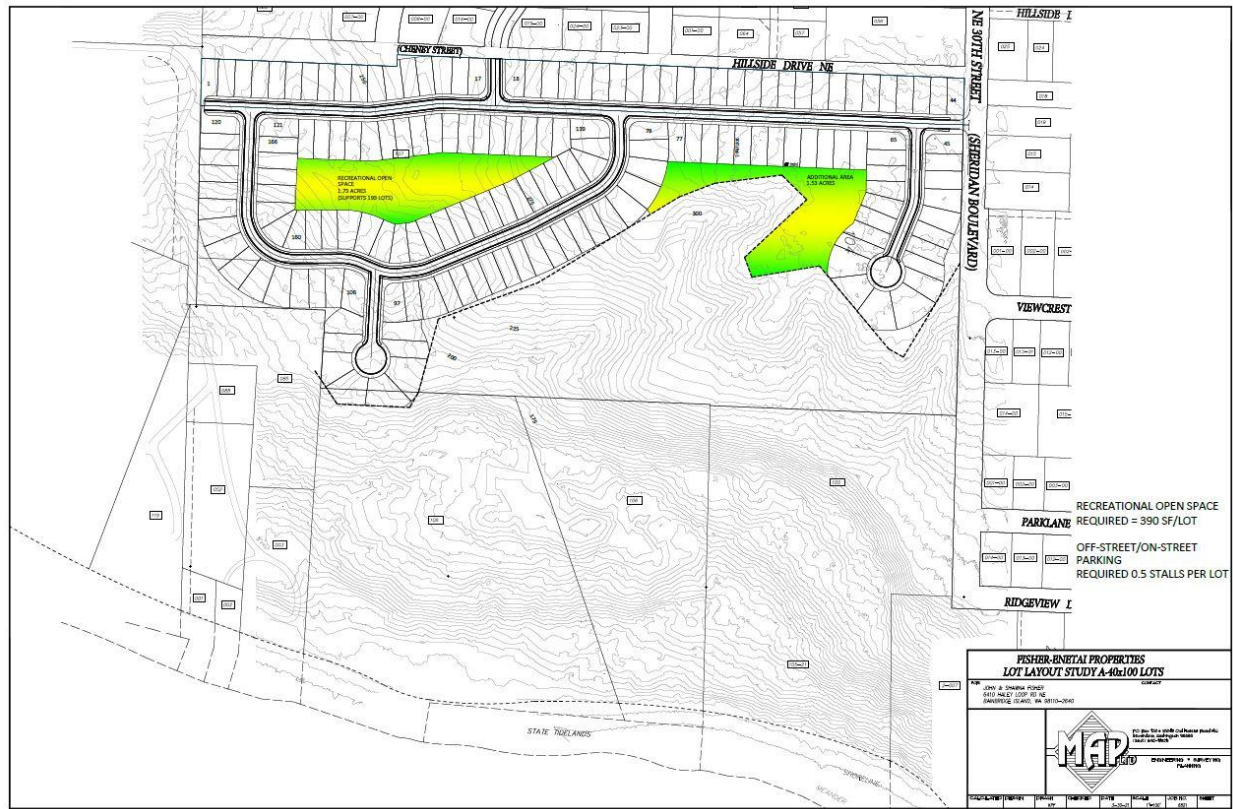
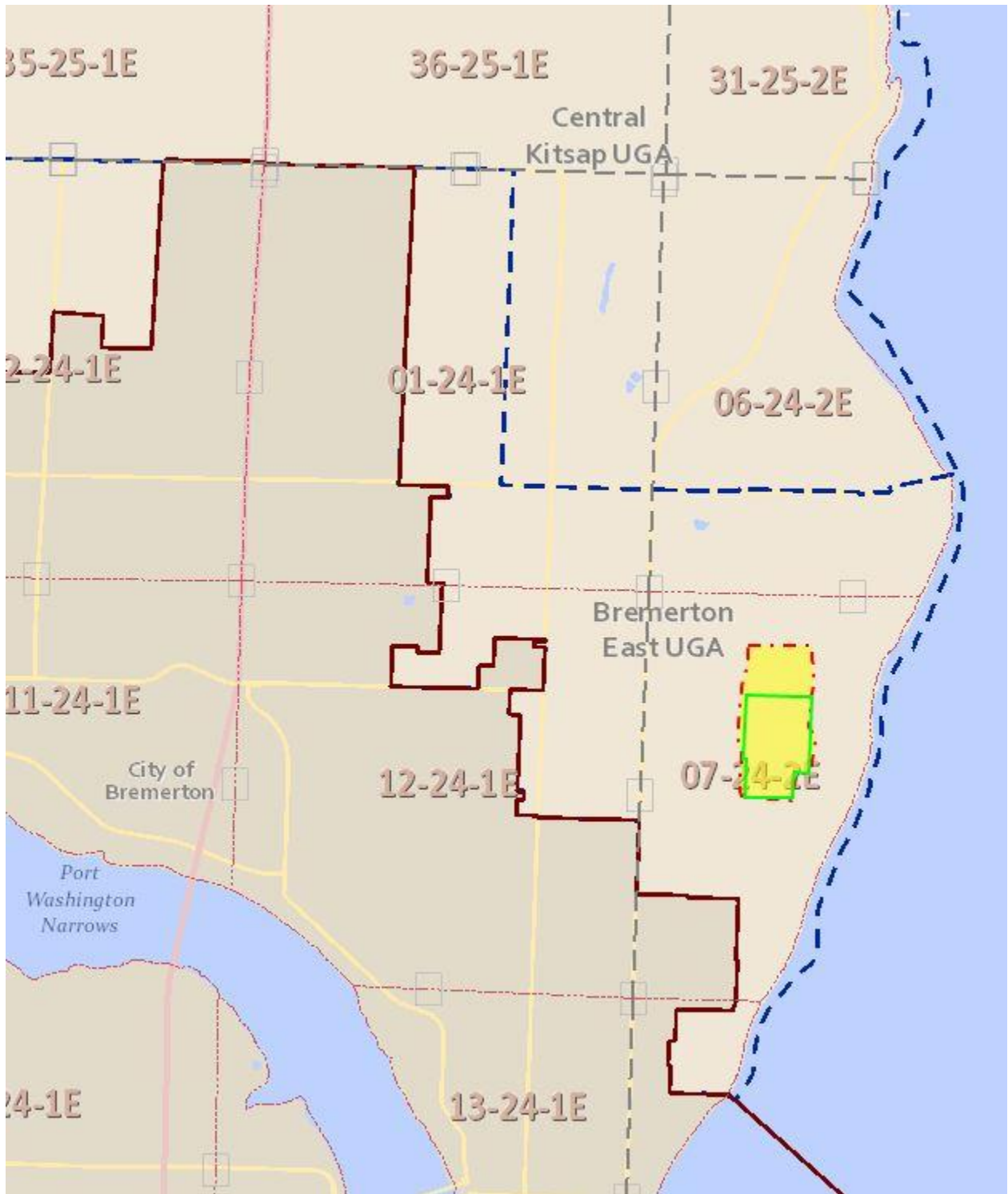


Exhibit D: Fisher property in relation to area UGAs and current City Limits





Search Options

- Parcel No
- Site Address
- Mail Address

Parcel Search

Show results in a table, not the map.

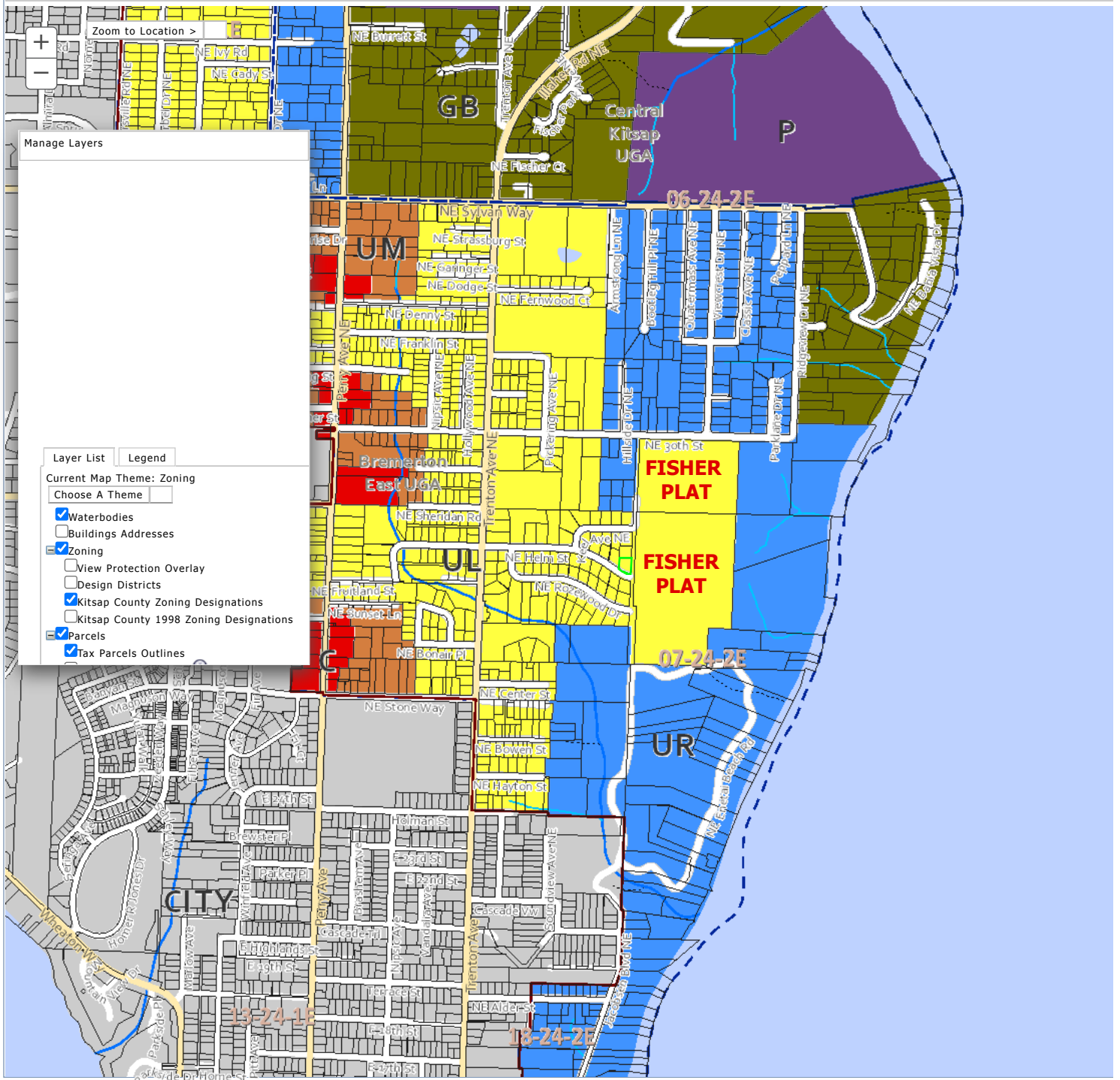
Map Scale: 1 : 10,000

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Layer List Legend

Current Map Theme: Zoning
 Choose A Theme

- Waterbodies
- Buildings Addresses
- Zoning
 - View Protection Overlay
 - Design Districts
 - Kitsap County Zoning Designations
 - Kitsap County 1998 Zoning Designations
- Parcels
 - Tax Parcels Outlines

**Published for
October 25
Study Session**

ITEM A4 – Public Comments

From: christie schultz <christiesue5150@yahoo.com>
Sent: Wednesday, October 18, 2023 9:35 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed sewer hook-up for Fisher plat development

I live on Candy Cane Lane, otherwise known as Viewcrest Drive, just to the north of this proposed development. Lived here 22 years now. My family was associated here years prior, working on the Bangor base construction. I am happy being in the county, and believe me, my property taxes pay for services, it's not like I'm enjoying urban benefits for free. My septic system works just great and is well maintained.

The question before the Bremerton City Council right NOW is, whether to allow a hook-up for the Fisher plat proposed development of 186 units. At the meeting of Oct 18, 2023, it was plain the locals don't want it, anymore than they wanted to be annexed into the city, and we sure don't want sewer lines and sewer taxes. It looks like both proposals are being driven by the same person, a developer with a desire for high density housing.

Two speakers at the meeting made good sense, Gary Anderson (spoke for the development team) and Judith Kringsman on open mike (please review what they had to say.) I'm sorry to say I was really put off by the presentation by Ms. Hitch, she did not speak clearly and I have no idea what facts and figures she was putting out; perhaps that was intentional, I'd hate to think so. It sounded like more taxes, and your average citizen doesn't want that either!!! Indeed, the entire proposal is VERY vague, the developer is trying to get an ok for a sewer hook-up (so he can get a loan!!!) with absolutely NO clear plan for the type of sewer piping, where it will be laid; is it above ground, below ground, how much street is he planning to dig up, will it rupture in a tectonic event and flood the area and salmon streams with high pressure fecal matter??? I liked VERY much what Mr. Anderson said, because there is a LOT of research that needs to be done yet, and for that reason alone, with no clear reliable plan, the city should take pause prior to facilitating ANYTHING regarding the development. Make them do their homework first. Please.

There aren't very many "pros" to this development, not for citizens and local residents. Invoking the UGA/GMA ordinance(s) sounds great until you take a closer look at the terrain. The Fisher annex is NOT a good place to build, **which is probably why no one has built on it yet**, the land slopes (a 15 foot drop off 30th at the end of Viewcrest), the soil is friable.

The City of Bremerton needs to consider if their sewer system can handle 186 more homes hooked to their system. Can the roads in that area handle the new units? There USED to be an elementary school sitting where Mountain View Middle School is right now, but that was scooped off the map. Where did you plan to bus all those small children (K-5th grade) from the 186 units, for education? Have you planned for all the traffic from the buses?

There is no plan for storm-water run off from this proposed development, you can't just dump it into an ecologically fragile zone. There are many other concerns involving salmon streams, environmental impact and geological fitness of the terrain and soil in the area, but those are more properly addressed with the county. In the long run, what is the City of Bremerton letting themselves in for if they green-light the hook-up for this proposed development? And what will the Bremerton of the Future inherit when all this grows into reality? The citizens who live in the area of the Fisher Plat are pretty upset. There is talk of hiring lawyers and filing injunctions.

Judith Kringsman brought up something I worked on with her and the rest of the Illahee community some years ago. As I recall, the entire eastern shore of our peninsula, from Gilberton, through Illahee, Illahee Park, Candy Cane Lane, and the Cheney estates (now the Fisher properties) was designated a Greenbelt BY THE COUNTY and along with that comes certain restrictions on building, not the least of which is a low, protected density zone. Candy Cane Lane (Viewcrest) is designated a wildlife corridor (and believe me, it is.... lots of critters in our yards!)

You need to consider whether removing this aquifer recharge area will impact the supply from North Perry Water; we LIVE here, and know that every hot summer, North Perry Water runs incredibly low.... adding 186 units, and subtracting all that aquifer recharge forest is going to strain our water supply. Septic systems help to recharge the aquifer, which is why they are preferable to sewer systems when considering the "green" aspect of any development.

Please don't approve a sewer hook-up for this development. My concern is, once the high pressure, lift-station-enabled sewer system has been installed for the development (going over one or two salmon creeks) THEN a developer will come in and disrupt the forest and that ecosystem, then suddenly find there are geological problems with this development, and the land will sit there, naked and un-used for years. If you look at Illahee Creek delta, you will see what deforestation and urban-growth run-off does to the shoreline. Bare land erodes QUICKLY and urban sprawl creates massive storm run-off. This too will happen to the Enetai area, and the Fisher annex.

No one gives a hoot about the UGA/GMA except the developers. I heard repeatedly a cadence of "we need more homes" and that's a lot of hogwash. We need the high-density homes near the city core where the services are, not on the shoreline where there are no stores, no schools and no bus lines. There are empty places to develop all up and down the 303 (Wheaton Way) corridor. This is a situation where a developer got some unbuildable land for a relatively cheap price and wants to make a killing with a high-density development. Stripping away all the emotions and greed attached to this proposition (yea or nay) what this seems to be boiling down to is Greenbelt vs. Development. You as our elected officials, need to consider, do we allow our community on the peninsula to become an ugly, over-developed extension of the Seattle side? Or do we try and preserve a bit of nature next to our homes, and make the Bremerton area a beautiful upscale place to be? All the "Quincy Square" art is not going to make this an attractive destination; those tourists on the ferry and cruise ship want to see trees, not "art." How about building a few natural walking trails???

We citizens who LIVE here would beg you to look at the bigger picture, and understand that developing the eastern shoreline is NOT an inevitability, it's badly thought through and an ill-considered proposition. It's causing more problems than it is solving. Please do not facilitate high density development in this region. Maybe you should consider taking some of the money you plan to pour into the "art" for Quincy square, and think of buying the Fisher plat for a park! What a concept.

Thank you for your time, best regards, Christie Schultz

From: Bill Gannon <wilgan47@yahoo.com>
Sent: Thursday, October 19, 2023 1:41 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: City council meeting Oct 18

My name is William Gannon and I live in the county at 3118 Viewcrest Dr. which is very close to that Fisher Plat project. At the council meeting last night, the public presented evidence this project will destroy the habitat for a substantial amount and variety of wild life, plus decrease the quality environment. This area has low vehicle traffic and a beautiful forest, which city and county residents to escape the summer heat and visit nature.

This area as it is improves the quality of life for everyone that uses it. It is also provides vital living area for wild life.

By a narrow interpretation of your operating guidelines, you just provide a sewage removal service to the community. Your service is not needed in the county, the county has it's own standards for development.

This developer is trying to squeeze through the laws to maximize his profit by offering to build a expensive sewage line for free. It is not free. It will drive up the cost of community services provided to the residence.

This project does not fit into the Kitsap County Comprehensive Plan 2044. The plan talks about planning community growth around government provided services, transportation hubs and upgraded utilities. It also states we should protect the environment. Everyone in the room could see that this attempt by a small, but very wealthy corporation to make a large profit at the expense of county, city and people of Bremerton.

Please do your civic duty and vote no on the sewer expansion project.

Bill Gannon

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>

Sent: Thursday, October 19, 2023 12:05 PM

To: City Council <City.Council@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; kwalters@kitsap.gov

Subject: Public meeting.

Good morning,

I just wanted to start by saying thank you for letting all of my neighbors and myself speak yesterday. I know it was overwhelming to hear from so many people that are not technically any of your constituents. You can understand why a lot of us were so passionate when it felt like the developers engineering team was making it very clear that we were not Bremerton residents. Which was ironic because none of them are Bremerton residents and neither is the developer. Councilwoman Frey, thank you so much for speaking up for us. A lot of us felt acknowledged by your comments and want you to know we appreciate it. Looking at the urban growth boundaries for east Bremerton, it seems a large majority of that 303 corridor and residents along Illahee are also not considered Bremerton residents so I am sure they also share our passion for feeling under represented in situations like this. We contribute to businesses in Bremerton just as much as city residents, have our children in Bremerton school district and support city businesses in numerous ways. I for one saw that our children's school, Kitsap Lake Elementary, did not have a PTA so I figured out how to start a nonprofit and incorporated through the state and IRS in a month so that the school did not go without a parent teacher organization. If you're wondering why we do not go to our district school which is View Ridge, it's because our oldest is a highly gifted student and Kitsap Lake is the only school in the district that provides those services to the gifted kids in the district. We miss our district school but knew this was the right choice for his academics. We love this community dearly and while we are not city residents, we are part of Bremerton. That being said, is there a way to be notified on when this decision will be made so we are able to be there in person? All of us are running on hopes and dreams at this point but I know we all want to make sure to stay on top of the decision if there are further questions to be had or answered.

Thank you again and have a great rest of the week. Below you will find a few articles to have on hand. One published in the Kitsap Sun and the other from a King 5 story from last night.

Sincerely,
Sarah Hoffer

<https://www.king5.com/article/news/local/bremerton/development-proposal-bremerton-concerns/281-c0518811-a450-4945-bbad-0bc556ab5bb3>

<https://www.kitsapsun.com/restricted/?return=https%3A%2F%2Fwww.kitsapsun.com%2Fstory%2Fnews%2F2023%2F10%2F17%2Fdeveloper-asks-bremerton-to-approve-sewer-utility-for-189-homes%2F71171467007%2F#lnwapr62m93v0xc6xee>

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

Sent: Friday, October 20, 2023 10:57 AM

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

Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Robert Endsley <Robert.Endsley@ci.bremerton.wa.us>; kwalters@kitsap.gov

Subject: Citizen Message - Public Comments on Fisher Plat (Steven Harris)

Attn: Council Members (FYI)

A voice message was received at the Council Office on October 19 at 8:54 AM from Steven Harris. He provided comments in support of “*Resolution No. 3367 to authorize the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area*”; and emphasized the need for more housing.

Since he also referenced King 5 News, I’ve copied the link below to the online article and newsclip for your reference:

<https://www.king5.com/article/news/local/bremerton/development-proposal-bremerton-concerns/281-c0518811-a450-4945-bbad-0bc556ab5bb3>

Mr. Harris did not request a call, but left his contact information as (315) 657-1870.

Lastly, a copy of this email will be included in the record for the October 25 Study Session.

Christine Grenier

**Legislative/Auditor Assistant
Bremerton City Council
(360) 473-5280
www.BremertonWA.gov**



From: Anthony Augello <chipaugel77@gmail.com>
Sent: Friday, October 20, 2023 9:24 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher plat concern

To Whom It May Concern,

Please provide the code that the Bremerton City Council is considering that gives Bremerton a potential right to extend sewer utility service through a non-contiguous unincorporated area in which the residents voted 90% not to be annexed so that the sewer system will reach a proposed urban growth area (UGA).

Also, please provide information that shows the proposed UGA is actually considered part of the City of Bremerton already.

Thank you,
Anthony Augello

From: Anthony Augello <chipaugel77@gmail.com>
Sent: Tuesday, October 24, 2023 9:47 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Concerns RE: Fisher Plat (Anthony Augello)

Thank you. Also, if legal at all, what is being done to ensure the plans, proposed scope of work, and details of the project are reviewed beforehand to address all the environmental impacts resulting from this proposal, including wildlife, fisheries and Puget Sound contamination, as well as increased traffic, emergency access concerns, infrastructure, and pollution?

SUBJECT: Sewer Availability for the Development on the Fisher Estate for everyone

The environment is the source of life for everyone. We must balance the natural cycle that exists between the environment and the lives of human beings, plants, and animals.

Team 4 Engineering needs to understand that the Illahee community saw this coming back in 2006 and 2008, so the community got together and wrote a Community Plan. I was part of that committee. Our Board of County Commissioners approved this plan, and you will find it part of the KC Comprehensive Plan. Illahee's boundary is a stone's throw from 40 St. In our Illahee Community Plan this area is zoned Restricted, and Greenbelt with a View Protection Overlay for this area. There is a reason for this. I suggest Team 4 Engineering revisit the Illahee Community Plan and the Kitsap County Comprehensive Plan. This would benefit them. The terrain is not suited for sewers. Illahee's zoning reflects this.

In the Illahee Community Plan we address the Bremer-Cheney-now Fisher Estate. This wildlife patch connects to Illahee State Park and then to the Illahee Preserve. There is a reason the zoning is Restricted, Greenbelt. Kitsap County recognizes the fragility of the area and chose to listen to its Illahee neighbors and enforce and endorse Illahee's Community Plan. It works well and rearranging the environment with 189 new homes and sewers would be a grave mistake.

In closing, this property contains this land of historical significance. The very founder of Bremerton, Mr. Bremer, saw this property as a special place to live, The Cheney family saw the value of the forest, this is our history, Bremerton's history. Will the Fisher family find a way to recognize the historical and environmental value of what they are proposing? Sewer approval for this property will open Pandora's Box beyond what we can imagine now and would be a travesty to our community and the wildlife community existing there now. Do not allow this to become unbalanced.

It is our responsibility to see this does not happen and work together for a more sustainable future. This request by Team 4 is not viable.

Respectfully submitted: Judith Kringsman 5171 Illahee Rd. 360 792 6934

From: Judith Krigsman <KRIGSMAN83@msn.com>
Sent: Friday, October 20, 2023 7:58 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public Comment re: Sewer Availability for the Fisher Plat

Please distribute the attached public comment letter to each City Council member.
Thank You

Judith Krigsman
5171 Illahee Rd. NE
Bremerton, WA. 98311
360 792 6934
email: krigsman83@msn.com

From: Larry Thomas <stonetheking@hotmail.com>
Sent: Sunday, October 22, 2023 7:57 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: New housing development in Enetai.

We the people in Illahee and Enetai do not want a new housing development in this peaceful neighborhood. We do not want you superseding the residences sediment of a developers sewer system.

From: Suzanne Rowley <smrowley@gmail.com>
Sent: Monday, October 23, 2023 12:45 AM
To: KWalters@kisap.gov; City Council <City.Council@ci.bremerton.wa.us>
Cc: Kathie.lustig@icloud.com
Subject: Land development between E 30th Street, Trenton and Rozewood

Bremerton City Council and County Commissioner Katie Walters,

The City of Bremerton and the County of Kitsap have an important decision in front of them. Some may say, "our decision is only, " Is the city able to handle sewer hook up for this development?". Others may say, "our decision is only whether we will allow the permitting of this development". But as we all know personally and professionally, especially if we are in public or elected service, all decisions have rippling ramifications.

When the "circle" was drawn to decide where to attempt to keep high density zoning so that Bremerton did not proceed into urban sprawl, probably it was innocent enough deciding on a distance from the City center without looking at specific areas within that distance. If people had looked at this land in particular, they would see that it is not flat like the land above Safeway, or behind Wilco for example, [offered as an example where high density housing was allowed to be built], the property of the old Cheney estate, in contrast, consists of steep hillsides and ravines.

I do not know how many of the County Commissioners or City Council has walked the trail from the end of Keel to the end of 30th but if they had they would see, not only the beauty of this old forest- [maybe 2nd growth],- but how fragile it truly is. I am offering to meet anyone so inclined to walk this trail with me. I am flexible on my time on most days besides Tuesdays. You would see the site of the huge cliff collapse of 8 to 10 years ago that fell, giving an unobstructed view straight across the water to Port Orchard and the thicket of Alders that have grown up in the aftermath. You would also see where the new cliff edge is being eroded with the potential to break off a new section. You would see the small erosion near the trail that probably by next spring, will have opened to a larger gully funneling rain water down below. These are examples of the incline of this forested area and how rain is continually trying to wash it down to sea level.

You would also realize that what is holding this area of land is the trees. Huge old trees. In order to build at this density a person would have to do 1 of 2 things: after cutting down all the trees, either build each house as a house on a hillside, driving pilings deep into the earth, or take the dirt off the high points and fill in the ravines and gullies to make it more flat. And of course when you cut down all the trees you create more problems with rain and water runoff without the roots taking up a huge quantity of water. Not to mention the carbon dioxide not being absorbed and the oxygen not being released.

The City and County both talk about preserving the environment but then one decision at a time, in isolation, they allow construction to build on fragile land by making small mitigations. Mitigations that really are not equal to what has been destroyed. They look at each decision in isolation and say, "well, ok with this one". And then, "ok with that one". At times the companies even cut down trees, or make other beginnings to their plan without proper clearance or approval and then go, "opps , my bad. Fine me and I will pay" and the city or county goes, 'ok, what can we do about it now'.

So, if you are interested in looking at the real repercussions of what your decision means, contact me, in a group or individually, and I will walk you thru the trail so you can see the true meaning of your decisions.

At that point you will have sufficient information along with the other information you already have, to make this important decision.

I am thinking that 1 house per 1 acre or 1 house per 2.5 acres would make these houses safe enough not to end up down at the bottoms of the ravines, would preserve the integrity of the land and still make the developer gobs of money.

Suzanne Rowley

2507 NE 30th Street

Bremerton

360-509-9263

Developer Response to Comments

Developer Reputation: Comments were made disparaging the Fishers as having a poor record and reputation as developers.

- This must be an error.
- The Fishers are from outside of the area and have never engaged in land development in Kitsap County, or anywhere else for that matter.
- The Fisher family spends their summers at the property; they have 4 young children, they purchased the property because they love the area.

Zoning and Density:

- The zoning for the property is Urban Low Residential (5 – 9 DU/AC). Kitsap County may object or challenge any development that does not meet that target. That density is not achievable with on-site septic systems.
- Kitsap County recognizes community drainfields as a suitable method (under GMA) to achieve urban densities for properties within the UGA where sewer is not readily available or cost effective to provide.

Total Acres owned by Fishers:

- Someone stated they own 100 acres, they own ~65 acres. The proposed development area is ~35 acres on the Western most two parcels.
- Furthermore, the contributing area served by the proposed sewer pump station does not include the waterfront Fisher properties.

Previous Property Owners Intent: Comments were made suggesting the previous owners (Cheney family) intended for the property to remain undeveloped and/or developed at much less density.

- In May 2016, the Cheney family wrote a letter to the Kitsap County Planning Supervisor which strongly opposed against changing the zoning from Urban Low Residential (5-9 DU/AC) to Urban Restricted (1-5 DU/AC).

Sewer Capacity Analysis:

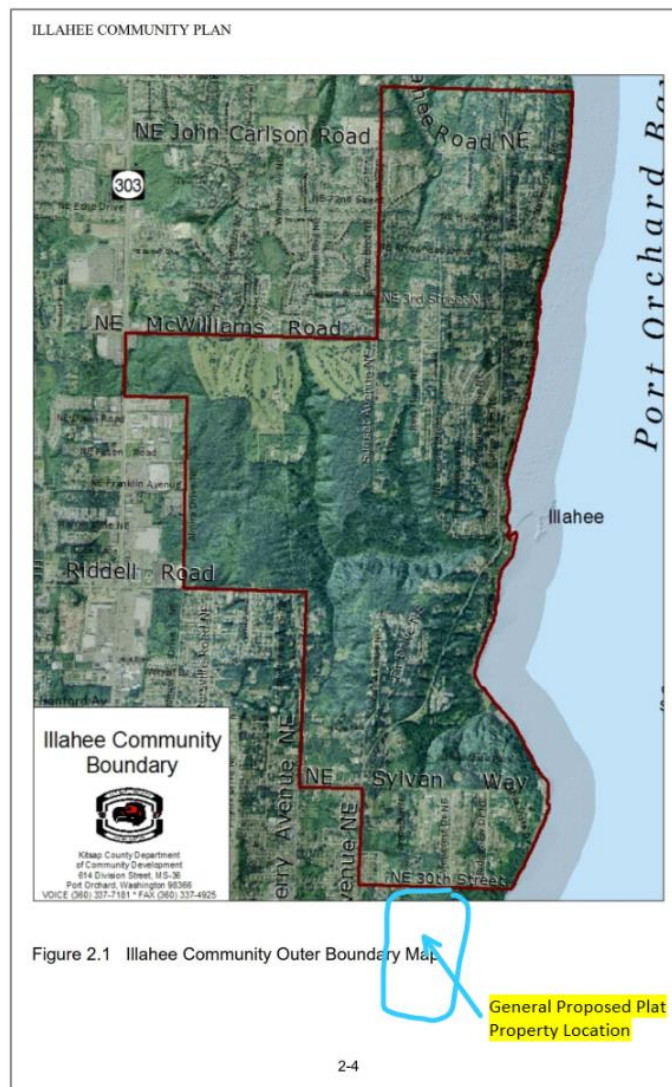
- The Perry Avenue sanitary sewer collection system is well under the capacity of the full buildout of the existing service area and the proposed pump station contributing area.
- The City Engineers concur there is enough capacity in the collection and treatment systems.

General Topics:

- We are at the start of a multi-year process
- Granting us permission to connect to the sewer isn't approving a housing development
- We don't even know if the project is viable.
- We are asking permission to connect to sewer because we think it's the best long-term solution for development in the area. The property is in the UGA and eventually will be part of Bremerton. The alternative is septic systems or a community drain field.
- The purpose of the plat presented as 189 units was for the purpose of the sewer study. We had to complete a study that represented the density provided by the zoning. We do not know what a potential development could look like because that process hasn't started. Again, we are at the very beginning of the process.

Illahee Community Plan:

- Someone mentioned the 2008 Illahee Community Plan. This property was NOT included in that plan. We found the plan and it discusses many topics as presented, although the Illahee community plan boundary is North of the proposed parcel location, see below. Therefore, the plan is not applicable to the proposed plat area.



From: kathie.lustig@icloud.com <kathie.lustig@icloud.com>
Sent: Tuesday, October 24, 2023 1:38 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public Comments re: Enetai Sewer Extension request

Dear City Council,

I thank you for giving the public opportunity to express their opinions and feelings about the pending sewer extension request and the serious ramifications it could have on our neighborhoods. To make a decision that impacts the lives of all the surrounding residents to this proposed subdivision AND NOT consider the ramifications is irresponsible leadership. It appears that based on some of the City Council members comments, that they have not walked the parcels or the surrounding areas adjacent to it. Im not sure how members can vote on this sewer extension request under these circumstances without doing due diligence on these parcels. This is a historical property once owned by Bremerton founder William Bremer with topography that is the same as Illahee State Park. It is adjacent to a wildlife corridor. The council, at a minimum owes it our community the effort to walk the area and visually see how their decision could open the door to destroy a fragile old growth forest and destroy neighborhood character and safety before making this decision. To put blinders on and state that this is a “deceptively” complex and reduce it to only a “utility” provider service using a loophole in the rules is an insult to the community.

The CC Chair has made some statements on Instagram that are, in part, inaccurate and with no ability for anyone to comment or correct the information. The proposed draft subdivision is **189 homes** vs 100+ stated on the instagram post. Minimizing the density does not serve to inform the public. Claims the developer will pay the entire cost of extending the sewer to the parcel but fails to mention those costs will be passed on clouds the facts. Passed on to anyone purchasing a home in his proposed subdivision and other residences forced to hookup (when septics fail) to that reside 200’ of the sewer line and have to pay the developer a fee. This cannot be simplified as a no-cost benefit to the city or to the residents in the area. The developer is only bearing the “initial” costs of the sewer line connection that he needs to build his subdivision with potential gross income of \$140 Million dollars (based on \$700K x 200 homes). This is nothing more than an investment with high returns. Don't sell out our neighborhoods and old growth forest for short-term gain being dangled in front of you for the profit of one developer and/or investor partnerships. The real value is in the residents who live here and truly care about their properties and community.

The map posted on Instagram shows the developer’s other adjacent properties for “*potential development*”. One only has to walk the beach and the property, to see those adjacent parcels have little “development” potential given the slope and unstable soils alone. The attached maps showing hazards make it abundantly clear how unsuitable it is. The developer wants to removed trees at the top of the other parcels so his subdivision could have better views. Those adjacent parcels are zoned "Urban Restricted" (Blue) just as most all the parcels and lots around it. There is a reason the county came in, in 2016 and rezoned a large swath of coastal parcels in this area to Urban Restricted. It's unclear why the zoning in the area even didn't go a step further.

HISTORICAL ZONING ON THESE PARCELS

"The proposed development is currently zoned Urban Low-Density Residential , e.g., the County has already slated it for development." Perhaps some history on the zoning changes to this property

would be helpful to put into perspective. My attached maps hopefully provide some detail and simplicity. The information is pulled off the current Kitsap County GIS Parcel Search map and the date of the data used to create it is unknown. The information I have conflicts with the information submitted and presented by Jon Rose, with the company designation of Alchemy Development in this week's study packet. It has no address or identifying information below the logo.

As a professional Cartographer/ graphic artist, I have designed maps, charts and graphs to present information accurately, properly sourced and in a professional reader-friendly form. The one-page "Fisher Plat Comprehensive Plan and Regulatory History" and attached maps of comprehensive plans by year are not reader-friendly by any means. The maps are illegible and cover too big of area to see any real detail. An unreadable map serves no purpose and nothing more than a filler to back up a one page undated typed statement with no letterhead that doesn't represent all the facts.

The facts are:

1. The County rezoned a large swath of parcels abutting the shoreline from Manette up to the north to 30th for these purposes in 2016 to Urban Restricted. See blue areas that surround the Proposed Fisher Plat on ZONING.pdf.

2. Kitsap County has NOT planned for 25 years that these parcels are targeted for Urban-level growth. **The County deemed these parcels should be Urban Restricted in 2016.**

3. The Cheney Foundation (former owners) opposed the rezoning to Urban Restricted. They did some lot line adjustments to the parcels resulting in reconfigurations with the less steep areas combined into the top two for future development purposes and just prior to putting the property up for sale for 5 million dollars. The Cheney Foundation then offered a compromise to the County, that allowed the other parcels to be rezoned Urban Restricted and the top two parcels to remain Urban Low Residential.

4. The other property owners adjacent on all boundaries to the Cheney Foundation parcels (now Fisher) were NOT notified by the county of any changes/rezoning or the Compromise Agreement between the County and the Cheney Foundation prior to its sale in 2017. (Attached) Apparently the County has no requirements to notify adjacent property owners of lot line adjustments within contiguous parcels.

5. The property owners adjacent to (west of) the Fisher parcel on Hillside (south of 30th) had their properties rezoned in 2016 to Urban Restricted apparently **without** notification from the county. **Residents are only learning now what has transpired.**

6. It is unknown how and when the Cheney Foundation was notified of the rezoning on their parcels, allowed to oppose it, when other property owners were not? The Hillside owners parcels are flat relative to the former Cheney parcels allowed to remain Urban Low-Residential.

7. The shaded and colored areas reflected on the Hazards map show the significant Critical Areas on the Fisher properties. IE: Dark is bad. That hazards are too numerous to address at this time.

8. A map with smaller contour intervals would reflect the actual detail of topography of the proposed subdivision. I have requested updated data and smaller scale maps.

9. The steep and uneven topography on these parcels is essentially the same as **Illahee State Park**. A wildlife corridor connects it to the Fisher parcels.(See olive green on ZONING map)

10. It is unclear why the GB (Wildlife Corridor) directly adjacent to the Fisher parcels did not continue south. Anyone whom has walked the area or resides around the Fisher Plat parcels knows full well the animals that move through here. **It is a wildlife corridor.**

11. The proposed Narrative for the sewer line extension mentions the Fisher Parcel has a west boundary with Hillside, most of which is unopened ROW (Right -of-Way) and part of the old growth forest. There is no mention that the development could and likely would open roads (Keel, Helm, Rozewood & Hillside) that feed to Rozewood Estates creating safety hazards in that neighborhood. Opening these roads to 200 homes would essential destroy the quiet safety of this neighborhood. The same would happen to the residents on and off 30th. This property is on an island with only one way in and one way out.

10. The preferred sewer extension route construction on Helm would slice Rozewood Estates in half making it a nightmare in our quiet neighborhood.

I sincerely hope that the City Council will fully evaluate this proposed sewer extension request and consider all the facts. Again, I encourage you all to go and get boots on the ground to see for yourself the impacts your decision will have on the neighborhoods around this proposed subdivision and the old growth forest before you sign off on it's destruction. You will see for yourself, that a density of this magnitude is NOT appropriate in this setting. Additionally, it does not fit the City priorities for Regional Urban Growth targeted areas of already existing density and infrastructure. Short-term fiscal benefits do not pencil out at this time in the long-term. Another day, and another parcel. You are their to build, not destroy.

Sincerely,

Kathie Lustig
Rozewood Drive Resident



BEN B. CHENEY FOUNDATION

"Helping people and their communities"

May 6, 2016

Delivered by Hand May 10, 2016

To: David Greetham

Kitsap County Planning Supervisor

Re:	Parcel No.	Acres
	072402-2-005-2000	22.34
	072402-2-004-2001	19.66
	072402-2-006-2009	3.96
	072402-2-012-2001	9.58
	072402-2-013-2000	9.59
	Total acres	65.13

Dear Mr. Greetham:

I am writing to you as authorized agent for the above-referred properties. These properties have been owned by the Cheney family or their related entities since 1955. Currently, the properties are owned as tenants in common between Entetai Beach, LLC (owned in part by my sister Piper Cheney and me, or related trusts) and the Ben B. Cheney Foundation (referred together as "Owners").

As noted in the Central Kitsap Preferred Alternative Zoning Changes, Kitsap County Planning Department is recommending that the above-referenced properties be restricted by changing the zoning designation for the property from Urban Low Residential (5-9 du/ac) to Urban Restricted (1-5 du/ac).

We Owners are strongly opposed to rezoning the property to Urban Restricted and request that the zoning designation remain as Urban Low Residential.

The rationale for our request includes the following:

1. Kitsap County performed a thorough comprehensive plan analysis in 2012 and designated the properties Urban Low Residential (5-9 du/ac). There is little justification to reduce the potential density of the site to Urban Restricted (1-5 du/ac). Planning staff has advised that the rationale for restricting the zoning designation to Urban Restricted (1-5 du/ac) is due to the steep slopes and other physical characteristics of the parcels. The Owners note that all physical features relating to the Property, including critical areas, have remained unchanged since 2012 and the Urban Low Residential designation was reasonable at that time, and remains reasonable at the present time.

2. The Property remains one of the largest, undeveloped water-front, residential properties in Kitsap County. Due to its size, any development of the Property would need to be approved through the Kitsap County subdivision code, Chapter 16.04. This subdivision code provides broad authority to Kitsap County to "regulate the segregation of land and to promote the public health, safety and general welfare in accordance with standards established by the state and county to prevent the overcrowding of land..." and address adverse impacts arising from the development of the parcels. See, KCC 16.04.020. A "strategic" reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the subdivision process.

3. The Property is diverse in nature and does not deserve an overall designated change. Surrounded by residential subdivisions to the west and north the Property lends itself to future residential development. The Property does have slopes, wetlands, and habitat protection areas. If future development occurs it would need to be approved through a variety of additional codes within Kitsap County to address density and development concerns, including without limitation Title 12, Storm Water Drainage; Title 13, Water and Sewers; 14, Buildings and Construction; Title 18, Environment; Title 19, Critical Areas Ordinance; and Title 22, Shoreline Management Master Program. A “strategic” reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the various development regulations noted above.

4. A reduction to the potential density within the properties is inconsistent with several policies within the Kitsap County Comprehensive plan to encourage growth within the urban areas. This property is designated within the Urban Growth Boundaries for the City of Bremerton. Moreover, the website for Kitsap County acknowledges that a reduction in density may impact “zones being suggested for changes to decreased density, generally to avoid development in critical areas and protect rural areas.” Again, this Property is located in an urban area, not rural. The properties immediately adjacent to the Enetai Beach community, which remains highly developed at a much higher density than is being proposed for the property as Urban Restricted. To the undersigned’s knowledge, the planning department’s request for a reduced density of the property to Urban Restricted is the only decreased density proposal for residential use in an urban area in Kitsap County.

Proposed Mitigation.

We Owners of the Property are strongly opposed to changing the existing zoning from urban low residential to urban restricted. As a compromise to the County’s proposal we have filed and recorded boundary line adjustments (**Recording #201605060109-May 6, 2016**). We propose and would support the property having two zoning designations. As you can see by the attached map “Revised Parcels” as file with the County, we propose that the parcels A, D, and E remain Urban Low Residential (5-9 du/ac). As a note, Parcels A & D about the residential neighborhood and Parcel E has opportunity for further waterfront development. Parcels B & C we propose be designation Urban Restricted (1-5 du/ac) due to slopes, springs and topography constraints.

We greatly appreciate your consideration of this proposed mitigation. If you have any questions I can be reached at (253) 572-2442 or brad@bencheneyfoundation.org.

Very truly yours,




Bradbury F. Cheney

Cc: Mark Holcomb, Attorney

After Recording, Return to:

Ben B. Cheney Foundation
3110 Ruston Way, Suite A
Tacoma, WA 98402-5307

BEN CHENEY FOUNDATION 201605060109
Boundary Line Adjustment Rec Fee: \$ 79.00
05/06/2016 12:13 PM Page: 1 of 7
Dolores Gilmore, Kitsap Co Auditor



DECLARATION OF BOUNDARY LINE ADJUSTMENT

Assessor's Tax Account Numbers:

07-24-02-2-013-2000, 07-24-02-2-012-2001, 07-24-02-2-006-2009,
07-24-02-2-004-2001 & 07-24-02-2-005-2000

Location: NE ¼ & NW ¼ Section 7, Township 24 North, Range 2 East, W.M.
Kitsap County, Washington

Applicants / Declarants / Owners of Record:

Enetai Beach LLC and Ben B. Cheney Foundation

CURRENT Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street.

Parcel C

The South Half of the South Half of Government Lot 1, Section 7, Township 24 North,
Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the
Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in
Kitsap County, Washington, described as follows:
Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said
lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet;
thence north 1320 feet, more or less, to a point on the north line of said Government Lot
2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west
along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap
County for Hillside Drive NE under Auditor's File No. 1026662.

EXCISE TAX EXEMPT MAY 06 2016

Property Taxes are paid thru: 12/31/2016.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 2

Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; TOGETHER WITH Tidelands of the Second Class, as conveyed by the State of Washington, situate in front of, adjacent to or abutting the south 330 feet of said land.

NEW Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH the west 200 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT the west 200 feet thereof; EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street; TOGETHER WITH the South Half of the South Half of Government Lot 1, Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel C

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.
EXCEPT that portion thereof lying southerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 3

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet; thence north 1320 feet, more or less, to a point on the north line of said Government Lot 2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap County for Hillside Drive NE under Auditor's File No. 1026662;

TOGETHER WITH the west 200 feet of the following described property:

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning.

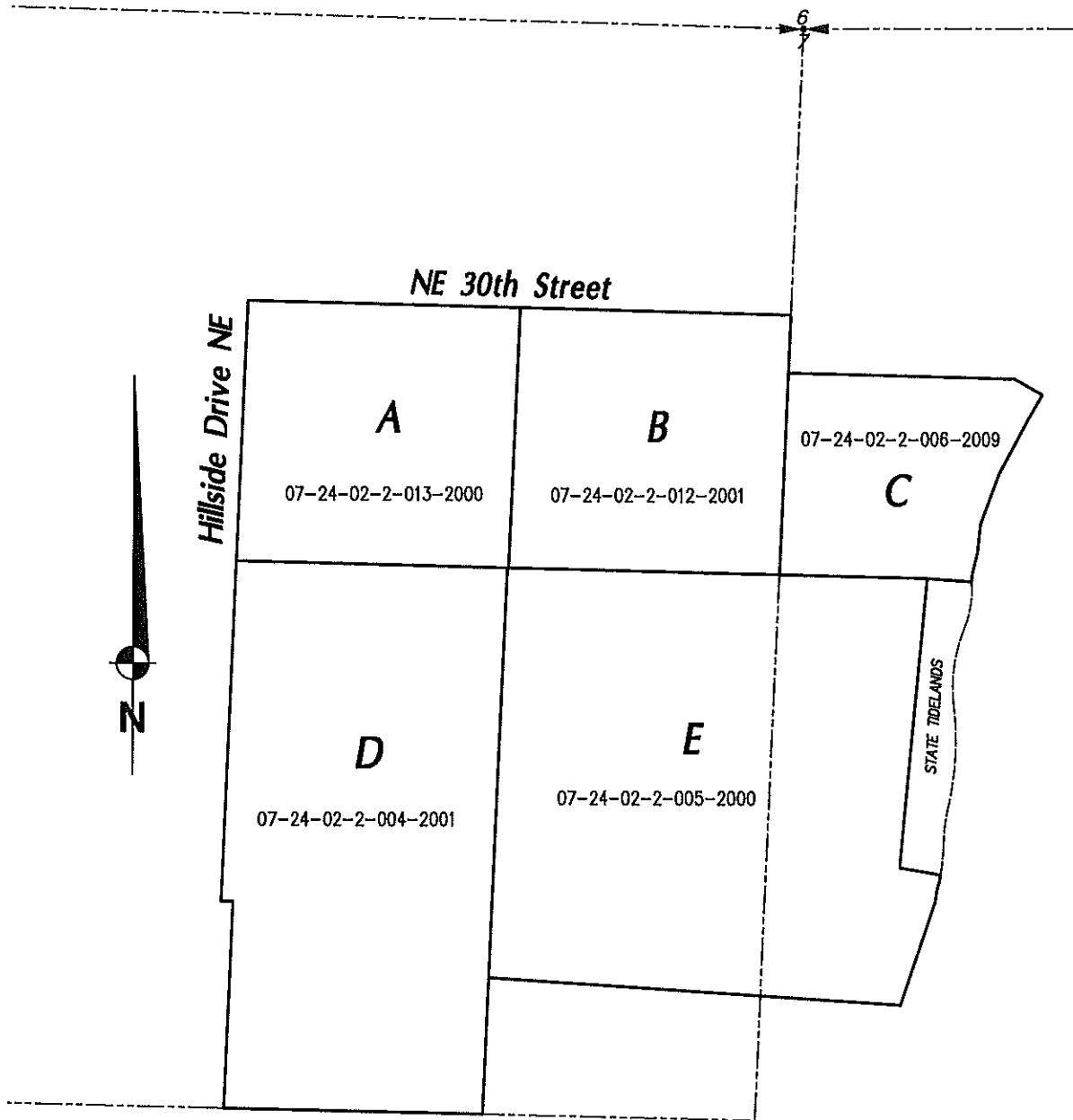
Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.

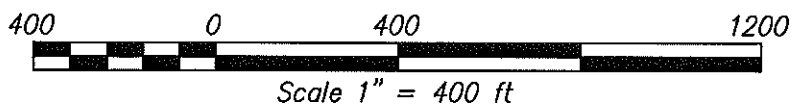
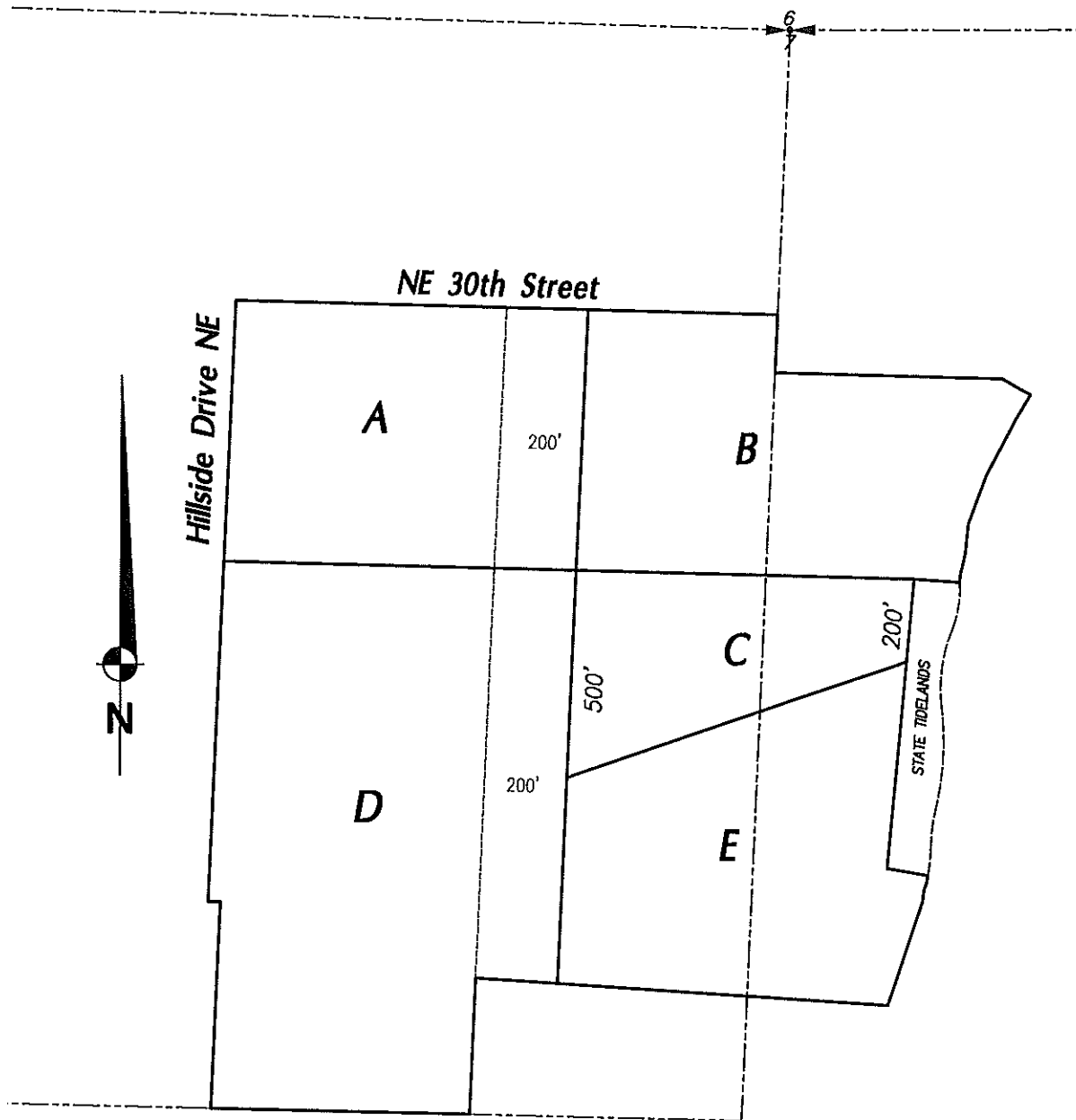
EXCEPT that portion thereof lying northerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

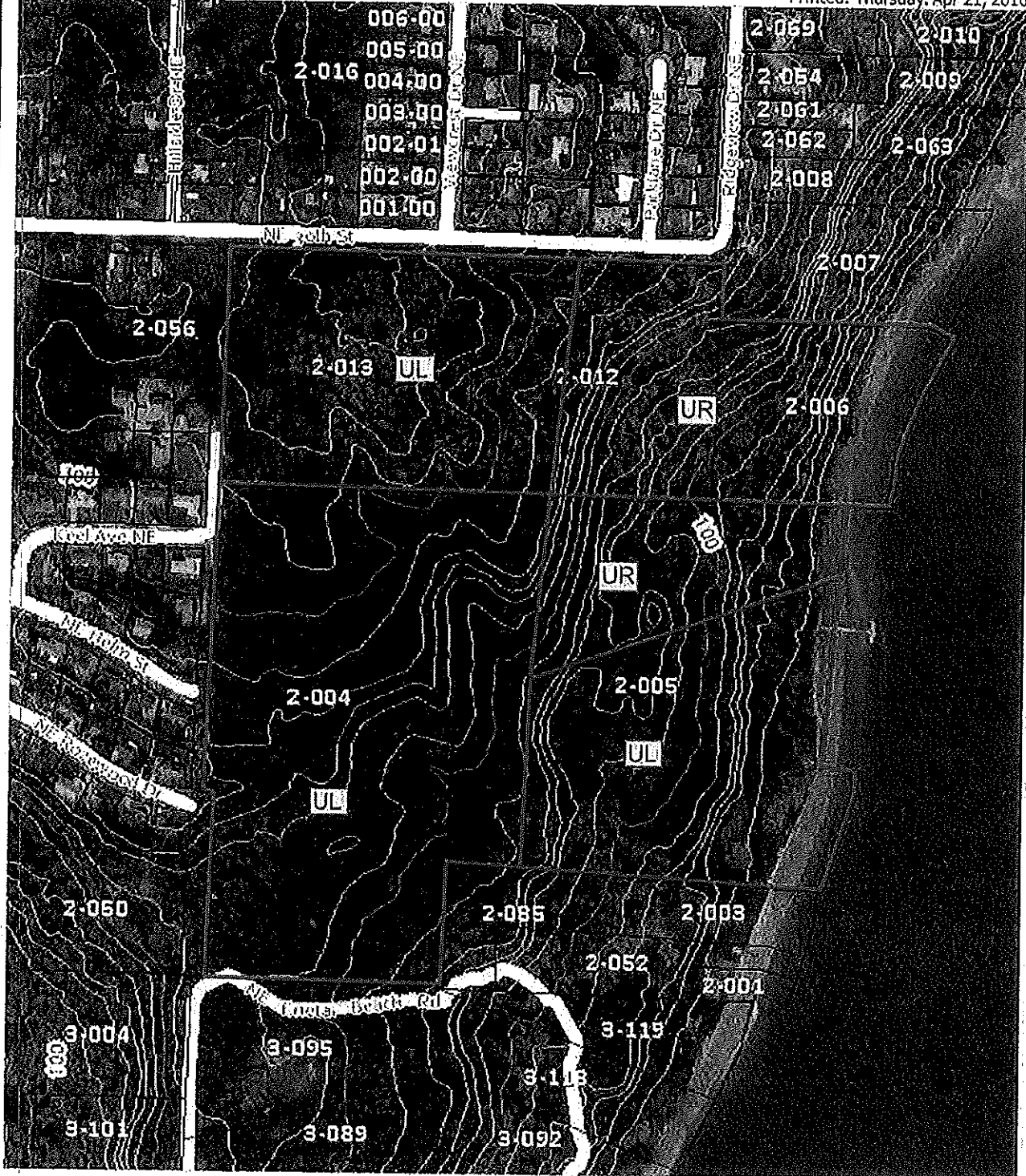
ORIGINAL PARCELS



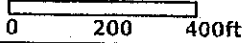
Scale 1" = 400 ft

REVISED PARCELS





** This map is not a substitute for field survey **



Comments

REVISED BLA
 PROPOSED BLA

Recording # 20160506109





Search Options

- Parcel No
- Site Address
- Mail Address

Parcel Search

Show results in a table, not the map.

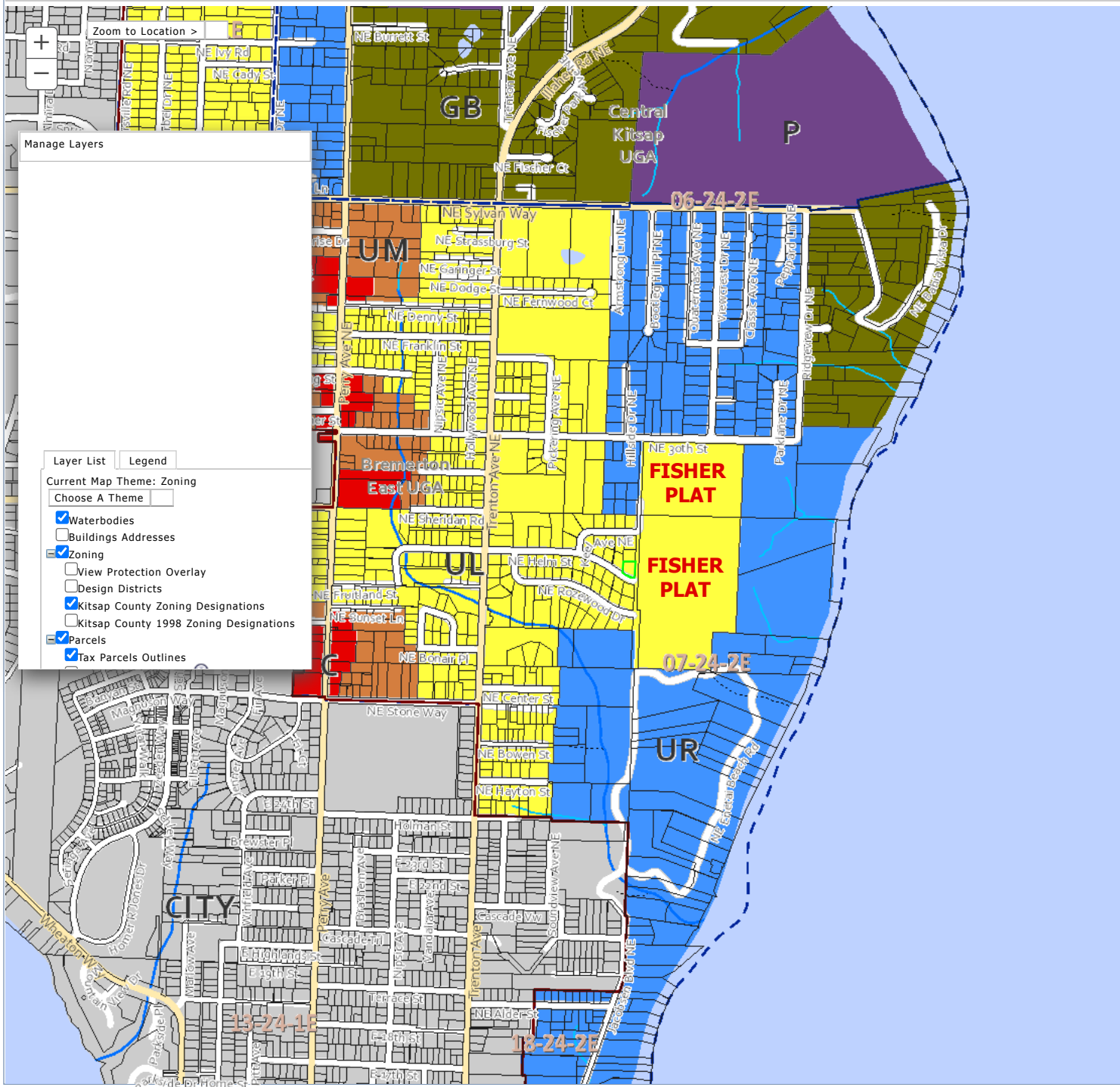
Map Scale: 1 : 10,000

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Manage Layers

Layer List Legend

Current Map Theme: Zoning
 Choose A Theme

- Waterbodies
- Buildings Addresses
- Zoning
 - View Protection Overlay
 - Design Districts
 - Kitsap County Zoning Designations
 - Kitsap County 1998 Zoning Designations
- Parcels
 - Tax Parcels Outlines

From: Blake Hoffer <blakejhoffer@gmail.com>

Sent: Wednesday, October 25, 2023 11:03 AM

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

Cc: Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Robert Endsley <Robert.Endsley@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; kwalters@kitsap.gov

Subject: Re: Public Comments - Fisher Plat Project (Blake Hoffer)

Resending to correct a unit conversion error I made when calculating depth of wastewater piping from my property to Hillside Drive below. Apologies for the error and multiple emails.

Blake Hoffer

On Wed, Oct 25, 2023 at 9:55 AM Blake Hoffer <blakejhoffer@gmail.com> wrote:

Good morning-

I have been reading through the Fisher Plat Sewer Analysis from Team4 and there appears to be some incorrect conclusions detailed in the report. Paragraph III.A. (Contributing Area) states the following:

“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.”

My property is shown inside the Kitsap County UR - Gravity area to the west of the Fisher plat when referencing Figure 3 of this report. Due to the topography of this area, it is totally unrealistic for my property, or many others in surrounding areas, to flow by gravity to the proposed Pumping Station location. This area is down slope and sloping away from the Fisher plat. Assuming a standard downward slope for wastewater piping of 0.25"/foot, my gravity wastewater piping would be just short of 15 feet deep just to get it up to Hillside Drive. The piping would have to then continue deeper still until it could intersect with a lateral somewhere on the Fisher plat. Other properties in the area further downslope and away from the Fisher plat would have even more extreme difficulties installing gravity wastewater systems. This effort would place an enormous burden on my neighbors and me. A burden that is not represented well in the statement by the developers at the City Council meeting last week, “Surrounding properties would have the opportunity to hookup to City sewer.” The Sewer Analysis is drawing erroneous conclusions about the surrounding areas and not exhibiting just how much of an impact this has on the community.

Blake Hoffer

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>

Sent: Wednesday, October 25, 2023 3:03 PM

To: Anthony Augello <chipaugel77@gmail.com>

Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Robert Endsley <Robert.Endsley@ci.bremerton.wa.us>; kwalters@kitsap.gov; City Council <City.Council@ci.bremerton.wa.us>

Subject: Re: Continued Concerns RE: Fisher Plat (Anthony Augello)

Hi Mr. Augello,

I wanted to provide the attached PDF that is a portion of the Council packet from the Oct. 18 public meeting (all publicly available via <https://www.bremertonwa.gov/706/Agenda-Packet>). It should contain all the information you are requesting regarding relevant laws and procedures regarding the city and the proposed sewer extension.

Regarding Urban Growth Areas (UGAs) and Annexation, this webpage has a wealth of information and shows a graphic of all of Bremerton's UGAs, including the East Bremerton UGA where the plat in question is located: <https://www.bremertonwa.gov/170/Annexation>

Should this area be developed, since it is in the County, the County would oversee all permitting, planning, environmental review, access, etc. The County Commissioner that represents the area in question, Commissioner Katie Walters, is CCed to provide you answers on that process and concerns.

Cheers,

Jeff

--



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



**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.

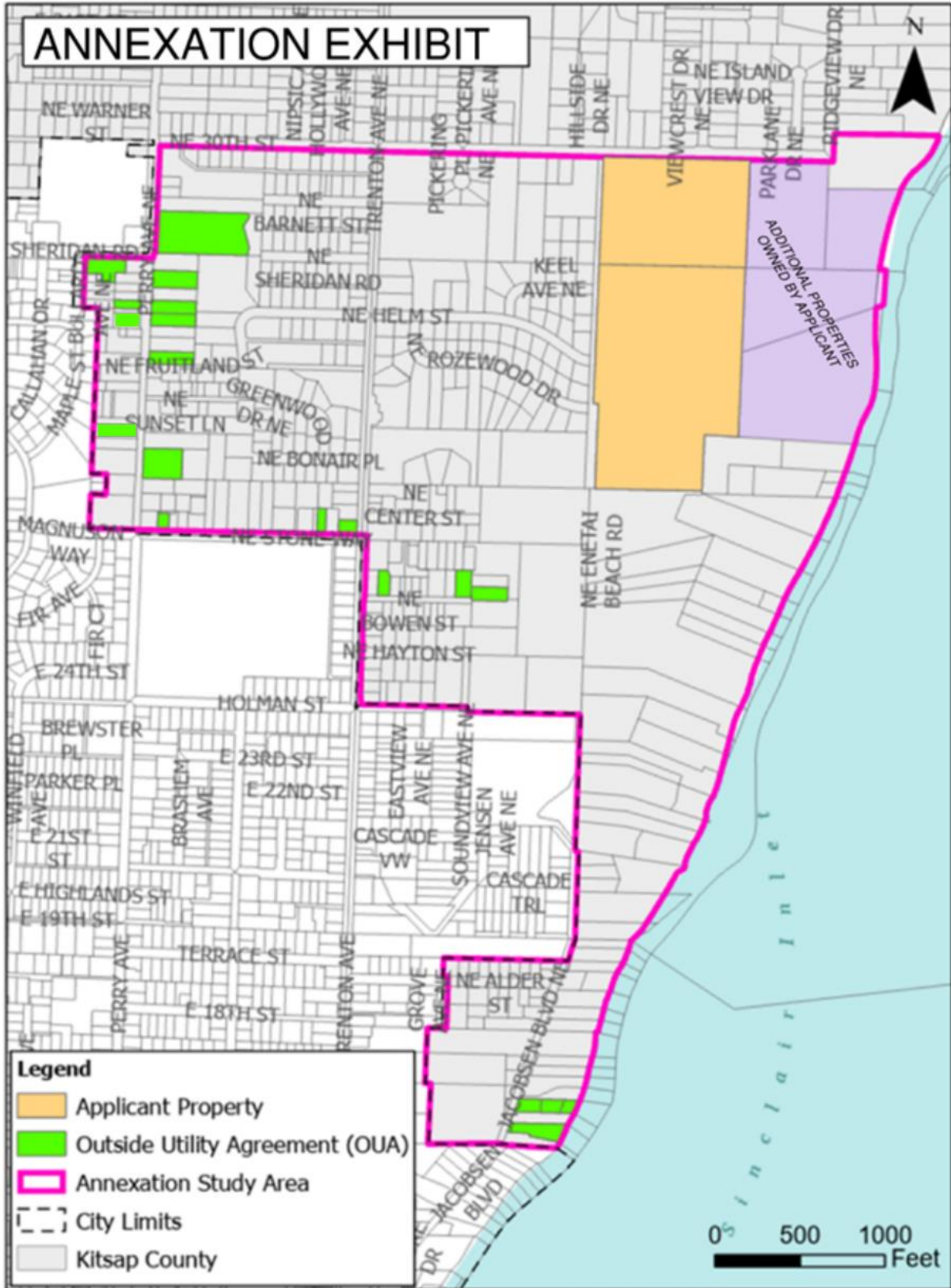


Exhibit 2 – Annexation Study

From: Gretchen Ritter-Lopatowski <info@threeleavesdesign.com>
Sent: Wednesday, October 25, 2023 1:18 PM
To: Kwalters@kitsap.gov; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>
Subject: Public Comment Regarding Fisher Plat Development

To the Bremerton City Council in regard to the proposal of allowing sewer access to the Fisher Plat in Enetai.

I am a resident of the Enetai Beach Community (on the private Enetai Beach Rd), and though this proposal of land development doesn't directly connect to my property, the Fisher forest connects to the forest on my land, and it connects to my community and will inevitably change the fabric of this peaceful community.

It's pretty clear that the popular vote is that the community overwhelmingly doesn't want this sewer connection to happen. These are quiet, peaceful cul-de-sacs, and the City could allow them to become pass-through streets for a mass development of homes.

Yes, the land is within the Urban Growth Area, but that area was established over 25 years ago, and a lot has changed in our climate awareness in 25 years. People appreciate green spaces now more than ever before. Not just for our personal health but for the health of our communities, wildlife, and, most importantly, our planet.

It seems the biggest argument for sewer expansion from the developers was because of the UGA borders. I have no evidence as to how or why the UGA borders were established back in 1998, but it seems pretty clear that it's just a blanket over most of East Bremerton. I'm fairly confident that none of the land typography or existing forests were taken into consideration when establishing the UGA. Just because the area was established in this zone doesn't mean that it should be developed that way - especially when the voices of the residents who live in the area are begging you to reconsider it.

We all understand that this land will most likely get developed at some point in time, but it should be developed with consideration to the neighbors and landscape upon which it rests. I ask you please, in your review, to consider the following:

1. If I recall correctly, a council member stated that how the land is developed isn't a concern of the City Council but instead for the County to determine. "We're a utility provider like power, water..." Yes, but currently, the Council has the ability to determine how this land will be developed by providing them with sewer. So it is, in fact, currently the Council's job to determine if this land will be developed to its max capacity or not.
2. By providing the Fisher Plat sewer access, you will be going against the wishes of over 90% of the residents in this area. The annexation survey that was sent received an overwhelming response that 90% of the residents had no interest in annexing to the city. However, Fisher's development could exceed the 60% of the property values in this area required to annex, effectively forcing us all to annex when development is finished. Please consider that 90+% of residents who requested not to annex and don't want access to the city sewer system. Those same residents will be forced to join the city sewer system if something ever happens to their septic. Consider those quiet, peaceful cul-de-sacs you have to trench through to allow this developer to develop the land to a capacity no one in the area welcomes.

3. Consider the critical zones on this area of land. Consider the water aquifers. Consider the thousands of animals that have called this land their home for generations. There are bald eagles and their nests, owls, ospreys, coyotes, deer, foxes, river otters, and potentially bears and cougars. Again, just because this area was zoned for urban growth doesn't mean that the planners took into account all of the wildlife that will have nowhere to go when their land is destroyed. They will be forced into the backyards of those around them, and with less food and shelter, many will die. I hear the coyotes almost every night in the ravine and forests, I wonder whose backyard they will go to find food when their home is destroyed.

If the Council doesn't want to be a part of how this land gets developed, then we ask you to vote no on approving sewer access to the Fisher Plat. You can then leave it up to the County, which one of you already said was their responsibility anyway. Don't provide sewer to them and then tell us that it's no longer your problem and we need to deal with the county for complaints. The Council has the power to dictate at what capacity this land will be developed. Please don't just look at the bottom dollar and extra income it could earn the city; look to the residents and hear our voices.

Gretchen Ritter-Lopatowski
Owner. Graphic Designer.
THREE LEAVES DESIGN
(m) 619.325.9609
threeleavesdesign.com



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A5

SUBJECT:

Change Order No. 2 to the Public Works Agreement with Utter Associates, Inc for Design and Installation of Audio-Visual Equipment at the Bremerton Municipal Court

Study Session Date: October 25, 2023
COUNCIL MEETING Date: November 1, 2023
Department: Municipal Court
Presenter: Melinda Monroe
Phone: (360) 473-5306

SUMMARY:

The City's contractor, Utter Associates has completed design and installation of the new Audio Visual Equipment at the Bremerton Municipal Court, and made a request for a final change order in the amount of \$7,358.43 bringing the total changes to the agreement to \$33,369.57 and bringing the new total contract price to: \$185,969.57. This is an aggregated 21% increase to the original contract cost requiring City Council approval. The Contractor has agreed to this final contract amount. Change order 1 included a re-routing of conduit directly to the IT room and Change order 2 includes extra cabling and connecting equipment not included in the original order placed by the contractor. This change was not provided to the City until our September close-out. All work is signed off and agreed upon and this request is considered a typical final materials charge, approved by the City as there were not as-builts for planning.

ATTACHMENTS:

Change order 2

FISCAL IMPACTS (Include Budgeted Amount): no change

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Change Order 2 to the Public Works Agreement with Utter Associates in the amount of \$7,385.43 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

**CONTRACT MODIFICATION AGREEMENT NO. 2
TO THE PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF
BREMERTON AND UTTER ASSOCIATES, INC.**

PROJECT: Municipal Court Audio Visual Systems Upgrade - contract number: 6487

CONSULTANT: Utter Associates, Inc.

DATE: October 4, 2023

THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE AGREEMENT (the "Contract") entered into between the City of Bremerton and Utter Associates, Inc. as entered into on February 16, 2023 and as modified on April 4, 2023.

All provisions in the Contract shall remain in full force and effect except as expressly modified by this document.

For valuable consideration and by mutual consent of the parties, the modifications to the Contract are as follows:

I.

Section **I. Scope**, is modified as follows:
See additional Scope of Work items as attached in Exhibit A.

Section **II. Term**, is modified as follows:
NO CHANGE

Section **III. Compensation**, is modified as follows:
The original contract amount was one hundred fifty-two thousand and six-hundred Dollars (\$152,600.00). Modification No. 1 to this agreement resulted in an increase to the total contract price making the new total contract amount: one-hundred seventy-eight thousand, five hundred eighty-four dollars and fourteen cents (\$178,584.14). The City shall pay the Contractor for the additional work described above, based on time and materials, an amount not to exceed seven thousand three-hundred and eighty-five dollars and forty-three cents, (\$7,385.43) including sales tax and permits, for a total amended contract amount of one-hundred eighty-five thousand, nine hundred sixty-nine dollars and fifty-seven cents (\$185,969.57), including this Contract Modification.

C. Payment Schedule:

20% due 15 days after contract signing \$29,709.45

Part 1: As invoiced for design, system integration, equipment, removal,
bonding, delivery and sales tax (up to on-site work)* minus
retainage..... \$79,411.89

Part 2: As invoiced for installation through substantial completion including sales tax (on-site)
*minus retainage..... \$69,462.80 \$76,848.23

Total:\$178,584.14 **185,969.57**

5% retainage hold-back, due 45 days after project acceptance ...\$ 8,929.21
\$ 9,298.48

Progress Payments. Contractor shall invoice the City for completed work per payment schedule in Exhibits A and B and at the above payment schedule, as soon as possible, after the first of each month, the Contractor shall submit to the City an invoice for payment for the Work performed for each Project in the preceding month less any retainage held per the schedule and rates in Exhibit A and Exhibit B.

II.

Contractor accepts all requirements of this Contract Modification by endorsing below. Contractor further agrees that this Contract Modification constitutes full and final settlement of all of the Consultant’s claims for contract time and for all costs of any kind, including without limitation, costs of delays related to any work either covered or affected by this Contract Modification, claims related to on-site or home office overhead, or lost profits. This Contract Modification does not limit the City’s right to bring a claim for past performance.

The undersigned Contractor approves the foregoing Contract Modification as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Contract Modification.

This document will become a supplement of the contract and all provisions will apply hereto. It is understood that this Contract Modification shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a contract modification that is binding on the parties of this contract. In addition, Contractor warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

IN WITNESS WHEREOF, the parties have executed this Contract Modification on the day and year first written above.

UTTER ASSOCIATES, INC

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
KYLIE J. FINNELL, Bremerton City Attorney

THE CITY OF BREMERTON

By: _____
Print Name: _____
Its: _____
Date: _____

ATTEST:

By: _____
ANGELA HOOVER, City Clerk

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INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A6

SUBJECT: Update on Oyster Bay Avenue
Site Preparation and Homeless Shelter
Development

Study Session Date: October 25, 2023

Presenter: Greg Wheeler

Phone: 360-473-5266

SUMMARY: Monthly update on the site preparation, partnerships, and site development to establish a Homeless Shelter on undeveloped city-owned property adjacent to the Public Works Complex located at 100 Oyster Bay Avenue North.

HANDOUTS:

STUDY SESSION AGENDA:

No Presentation

Full Presentation

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A7

SUBJECT:

Proposed Public Hearing on Resolution to approve Community Development Block Grant/HOME Funding Recommendations for inclusion in the 2024 CDBG/HOME Action Plan

Study Session Date: October 25, 2023
COUNCIL MEETING Date: November 1, 2023
Department: DCD-CDBG
Presenter: Sarah Lynam
Phone: (360) 473-5375

SUMMARY: On June 21, 2023 City Council approved the 2024 CDBG/HOME Policy Plan outlining the CDBG and HOME funding allocation process. Based on that policy, the Project Review Committee (PRC) has developed the 2024 funding recommendations for Council consideration and approval. If approved, these submissions will be sent to the Department of Housing and Urban Development (HUD) in the City's Annual Action Plan.

The following projects are recommended for CDBG funding: City of Bremerton Public Works Department Pedestrian Priority Network improvements, Kitsap Community Resources Weatherization and Minor Home Repair, and the Kitsap Community Resources BE\$T program.

The following project is recommended for HOME funding: Bremerton Housing Authority – Evergreen Bright Start Property

ATTACHMENTS:

1. Resolution with Exhibits
Exhibit A: 2024 Action Plan PRC recommendation for 2024 CDBG funding.
Exhibit B: Grant Recommendation Committee HOME Recommendations for Funding.
Exhibit C: CDBG Project Descriptions

FISCAL IMPACTS (Include Budgeted Amount): None. Block Grant is a pass-through funding from the Department of Housing and Urban Development, and Federal Department of Treasury.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Resolution No. _____ approving the 2024 funding recommendations to be included in the 2024 Action Plan to HUD and authorize the Mayor to finalize and execute the agency grant agreements with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, approving the 2024 CDBG/HOME Funding Recommendations for inclusion in the 2024 CDBG/HOME Action Plan.

WHEREAS, the City of Bremerton is an entitlement community which receives a Community Development Block Grant (“CDBG”) each year from the Department of Housing and Urban Development (“HUD”), and also receives funding from HUD’s Home Investment Partnerships (“HOME”) program through its participation in the Kitsap County HOME Consortium; and

WHEREAS, the City of Bremerton has established a mandatory Policy Plan for the City’s management of its HUD entitlement, including a citizen participation plan, application and review processes, eligibility, and implementation requirements for grant funded projects; and

WHEREAS, the City of Bremerton conducts a competitive annual process based on the Policy Plan to determine allocation of CDBG and HOME entitlement; and

WHEREAS, the City of Bremerton’s 2024 Policy Plan citizen participation plan establishes a Project Review Committee to assist the Department of Community Development in reviewing CDBG and HOME applications by interviewing applicants and recommending annual project allocation decisions to the Bremerton City Council; and

WHEREAS, the City of Bremerton participates in a Coordinated Application process with Kitsap County Block Grant Program and Kitsap County Housing and Homelessness Program for HOME and Homeless Housing Grant Programs, and had its own competitive CDBG RFP process which received four (4) capital applications, one (1) microenterprise application, and two (2) job training application, and all were forwarded to the Project Review Committee; and

WHEREAS, the CDBG Project Review Committee has reviewed, interviewed and discussed each of the eligible funding requests and formulated funding recommendations and a funding contingency plan based on their review; and

WHEREAS, the City of Bremerton Block Grant staff on Friday, September 15th, 2023, posted the recommendations to the City of Bremerton’s website and advertised in the Kitsap Sun a 30-day written public comment period commencing September 15th and concluding October 16th, 2023; and

WHEREAS, no public comments were received during the public comment period; and

WHEREAS, legal ads were placed in the Kitsap Sun on September 15th and October 20th 2023 advertising the City of Bremerton Public Hearing adopting the funding recommendations on November 1st 2023; and

WHEREAS, the Department of Community Development CDBG/HOME staff presents the Project Review Committee’s recommendations to the City Council for adoption; NOW THEREFORE,

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

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

SECTION 2. The 2024 CDBG/HOME Funding Recommendations attached hereto as **Exhibits A and B and described in Exhibit C**, will be incorporated into the 2024 Action Plan to be submitted to the Department of Housing and Urban Development for approval.

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.

JEFFERY COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNELL, City Attorney

ANGELA HOOVER, City Clerk

Exhibit A

2024 City of Bremerton Project Review Committee Recommendations for Funding

2024 Estimated HUD Entitlement	\$370,000
+ Estimated Program Income	\$5,000
- CDBG Administration (20% of entitlement+ program income)	\$75,000.00
Available for CDBG Projects	\$300,000.00

Capital Projects:				
Applicant	Project Name	Amount of Request		Amount of Award
City of Bremerton Public Works & Utilities	Pedestrian Priority Network Infrastructure Improvements	\$149,450.00		\$149,450.00
Kitsap Community Resources	Weatherization and Minor Home	\$70,000.00		\$70,000.00
Kitsap Community Resources	BE\$T	\$40,000.00		\$40,000.00
Total Requested:		\$259,450.00		\$259,450.00
Total Estimated amount available for Capital Projects		\$243,750.00		\$300,000.00
		-\$15,700.00		\$40,550.00
Job Training Projects:				
Applicant	Project Name	Amount of Request		Amount of Award
The Coffee Oasis	HOPE Inc. Job Training Program	\$75,000.00		\$
Total Requested:		\$75,000.00		\$0.00
Total Amount Available for Public Service Projects (up to 15%)		\$56,250.00		\$0.00
		-\$18,750.00		\$0.00
Contingencies:				
Capital Projects: City of Bremerton Public Works and Kitsap Community Resources Weatherization and BE\$T programs will be fully awarded				
Any unallocated funds from the 2024 entitlement will be rolled to next year's funding process for a future project.				
IF LESS THAN \$370,000 MINUS THE UNALLOCATED AMOUNT OF \$40,550 IS RECEIVED:				
Kitsap Community Resources BE\$T program would receive less funding.				
If anything beyond these contingencies the Project Review Committee will reconvene				

2024 COORDINATED GRANT APPLICATION PROCESS

Department of Human Services CDBG, HOME, HOME-ARP, and CIAH Funds Capital Project Application Summaries

Agency- Project Name-Project Information-Description	Request	Award
AGAPE <i>Koinonia Inn O&M</i> Project Type: Service (Operations & Maintenance) 21 Individuals Location: Port Orchard Service Area: Kitsap County	\$53,594 CIAH	\$0
Funds will be used to pay operations and maintenance costs including salary and benefits of a part time maintenance staff for the Koinonia Inn transitional housing. Koinonia Inn provides pregnant, parenting, and post-partum women and their children a safe, stable environment, including case management services, while they participate in substance abuse treatment and seek permanent housing. All participants are extremely low-income households with incomes at or below fifty percent (50%) of the area median income.		
AGAPE <i>Sisyphus II Housing Case Management and O&M</i> Project Type: Service (Operations & Maintenance) 110 Individuals Location: Port Orchard Service Area: Kitsap County	\$90,411 CIAH	\$0
Funds will be used to pay operations and maintenance costs including salary and benefit costs of part time case managers and a maintenance staff for Sisyphus II permanent supportive housing. Sisyphus II provides case management services and a clean and sober living environment for homeless, chronically homeless, low to very low income, disabled, substance use dependent individuals and their families.		
BREMERTON HOUSING AUTHORITY <i>Evergreen Bright Start Property</i> Project Type: Housing (New Units) 30 Units Location: Bremerton Service Area: City of Bremerton	\$5,000,000 CIAH, COB HOME	\$4,000,000 TOTAL (\$3,424,697 CIAH \$575,303 COB HOME)
Funds requested will be used for the acquisition of a new 30-unit apartment complex which will include 24 affordable units with wrap around services for vulnerable young adults ages 18 – 24, at or below 30% AMI, with behavioral health disabilities, homeless or at risk of homelessness including families with children, unaccompanied homeless young adults, or domestic violence young adult survivors. Two units will be maintained for live-in managers and four will be for office and service spaces. Rental Assistance and Section 8 Project Based Vouchers will be used to keep the rents affordable, and BHA will partner with other community organizations for the wrap around services.		
EAGLES WINGS COORDINATED CARE <i>Supportive Housing</i> Project Type: Service (Rental Assistance and O&M) 150 Individuals Location: Bremerton, Port Orchard, Silverdale Service Area: Kitsap County	\$1,1328,368 CIAH	\$245,556 CIAH
Funds will be used to pay for administrative and personnel costs, rental assistance to homeless individuals at or below 30% Area Median Income, and operations and maintenance costs for a building that will provide supportive services and 8 transitional housing beds and 1 medical respite bed to homeless individuals to stabilize them and assist them in moving toward more permanent housing.		

<p>FOUNDATION FOR THE CHALLENGED FFC Home XIII Project Type: Housing (New Units) Location: Bremerton Service Area: Kitsap County</p>	<p>1 Unit (Group Home serving 3 individuals)</p>	<p>\$150,000 CIAH, HOME</p>	<p>\$150,000 CIAH</p>
<p>Funds will be used to support the acquisition costs, developer fee, and project management fee for the acquisition and rehabilitation of a 3-bedroom home in Bremerton. The home will be rehabilitated, used as a group home to provide affordable, accessible housing to three tenants with intellectual and developmental disabilities. Kitsap Tenant Support Services will provide the 24/7 day and night supportive services.</p>			
<p>HELPLINE HOUSE Neighbor Helping Neighbor Capital Campaign Project Type: Public Facility Location: Bainbridge Island Service Area: City of Bainbridge Island</p>	<p>1 Facility (2,500 individuals)</p>	<p>\$300,000 CDBG</p>	<p>\$50,000 CDBG</p>
<p>Funds will be used for predevelopment costs including design and engineering to support the construction of a 12,000 square foot community resource center and food bank on the existing site. The new center will address current limitations with existing facility and greatly expand the agency's capacity to provide social service programming that more holistically address growing needs in the community.</p>			
<p>HOUSING KITSAP Almira Affordable Housing Project Type: Housing (New Units) Location: Bremerton (Outside the City Limits) Service Area: Kitsap County</p>	<p>72 Units</p>	<p>\$350,000 CIAH</p>	<p>\$350,000 CIAH</p>
<p>Funds will be used for consultant, architectural and engineering pre-development costs to design a 72+ unit affordable housing project on a site owned by Housing Kitsap, adjacent to Kitsap Mental Health Services (KMHS). The design would take the project from concept to building permit ready while Housing Kitsap continues to seek other funding sources including possible Low Income Housing Tax Credits. This project would be part of a larger project partnership between Housing Kitsap and KMHS which will include shared roads and utilities for this project and a KMHS campus expansion.</p>			
<p>HOUSING KITSAP Conifer Woods Exterior Siding and Painting Project Type: Housing (Rental Rehab) Location: Port Orchard Service Area: Kitsap County</p>	<p>72 Units</p>	<p>\$532,296 CDBG</p>	<p>\$0</p>
<p>Funds will be used to pay for labor and materials associated with exterior painting and siding repairs at Conifer Woods Apartments in Port Orchard. The 72-unit complex includes nine 3-story buildings constructed in 1991 serving low-income families. The property includes 18 Section 8 Project-Based Vouchers units which caps the tenant payment for rent and utilities to no more than 30% of their income. Housing Kitsap acquired the property in 2006 to preserve the affordable housing.</p>			
<p>HOUSING KITSAP Home Rehabilitation Program Project Type: Housing (Homeownership Rehab) Location: Varies Service Area: Kitsap County</p>	<p>10 Households</p>	<p>\$225,000 CDBG</p>	<p>\$160,000 CDBG</p>
<p>Funds will be used for personnel, administration, and construction costs associated with the home rehabilitation program which provides 20-year deferred loans or grants to very-low and extremely low-income homeowners for repairs to address health, safety, and accessibility issues. Housing Kitsap staff performs the home inspections, creates</p>			

a scope of work, assists homeowners with contractor selection, monitors the progress and signs off project completion and contractor payments.				
HOUSING KITSAP <i>Housing Stabilization</i> Project Type: Service (Rental Assistance and O&M) Location: Port Orchard Service Area: Kitsap County		60 Individuals	\$250,000 CIAH	\$149,810 CIAH
Funds will be used to pay for rental assistance and associated personnel and administrative costs of the Housing Stabilization Program. The program is designed to promote the economic independence of families. The Program assists families who are homeless or at-risk of homelessness by helping them access and/or maintain safe, stable, and affordable housing, providing rental assistance and other supportive services.				
HOUSING KITSAP <i>Madrona Manor Roof Replacement</i> Project Type: Housing (Rental Rehab) Location: Silverdale Service Area: Kitsap County		40 Units	\$155,000 CDBG	\$100,000 CDBG
Funds will be used to pay for construction costs associated with the removal and replacement of the roof including labor, materials and permits, at Madrona Senior Housing in Port Orchard. The property is a 2-story, 40-unit complex, constructed in 1997 and serves seniors 55+ with incomes at or below 45% Area Median Income. The roof was identified as an urgent need in the Physical Needs Assessment completed in April 2022 by a third party.				
HOUSING KITSAP <i>Southern Cross Affordable Housing</i> Project Type: Housing (New Units) Location: Bainbridge Island Service Area: Kitsap County		4 Units	\$400,000 CIAH, HOME	\$400,000 HOME
Funds will be used to pay for construction costs of 4 units of rental housing with Section 8 Project Based Vouchers and will serve households with incomes between 30% - 50% of Area Median Income. The housing will include 2 single-family units with attached ADU's (located in daylight basement). The main house has 3 bedrooms with a 2-bedroom ADU. The units have separate garages and entrances with no shared space.				
HOUSING RESOURCES BAINBRIDGE <i>Ericksen Affordable Housing</i> Project Type: Housing (New Units) Location: Bainbridge Island Service Area: City of Bainbridge Island		18 Units	\$2,000,000 CIAH, HOME, HOME-ARP	\$1,947,542 HOME, HOME-ARP
Funds requested will be used for architect, engineering, and construction costs for the development Ericksen Apartments, an 18-unit affordable rental housing community on Bainbridge Island. The apartments will be one and two bedrooms targeted to elderly, veterans, domestic violence survivors, and family household, prioritizing those at risk of homelessness. The units will serve those with income at or below 50% Area Median Income and there will be seven project-based Section 8 vouchers prioritized for very low-income households (30% AMI). HRB will also partner with Helpline House to provide supportive services to the residents.				
KITSAP COMMUNITY RESOURCES (KCR) <i>BE\$T Program</i> Project Type: Microenterprise Business Assistance Location: Bremerton Service Area: Kitsap County		24 Individuals	\$40,000 CDBG	\$30,000 CDBG
Funds will be used for staff, program costs, and direct client support costs of the Business, Education, Support & Training (BE\$T) Program which increases economic opportunities for low-income individuals who want to start or expand their own micro-enterprise business by providing entrepreneurial training, technical assistance, and job				

creation through 8-week training classes offered once per quarter. A micro-enterprise business is a business with five or fewer employees, including the owner.

<p>KITSAP COMMUNITY RESOURCES (KCR) <i>Weatherization and Minor Home Repair</i> Project Type: Housing (Homeownership Rehab) Location: Varies Service Area: Kitsap County</p>	<p>21 Households</p>	<p>\$130,000 CDBG</p>	<p>\$130,000 CDBG</p>
<p>Funds will be used for contractor labor and materials, program staff wages & benefits, and related support costs for the Weatherization Program. The Program works with pre-approved Kitsap County contractors to perform weatherization measures and minor home repair for homeowner and rental households resulting in 30% reduction in energy usage. The program serves households below 50% Area Median Income with priority given to those with extremely high housing burden, seniors, disabled persons, and families with children under 19 years of age, throughout Kitsap County.</p>			
<p>KITSAP MENTAL HEALTH SERVICES (KMHS) <i>ADU Project</i> Project Type: Housing (New Units) Location: Bremerton Service Area: Kitsap County</p>	<p>5 Units</p>	<p>\$730,415 CIAH</p>	<p>\$730,415 CIAH</p>
<p>Funds will be used for the costs associated with purchasing and installing 3 Accessory Dwelling Units (ADUs) on existing sites owned by Kitsap Mental Health Services in the City of Bremerton. Costs will include the purchase, equipment and delivery charges, on-site work, permits, taxes, and fees. The ADUs include 1 – one bedroom and 2 double studios to serve 5 single adults with incomes of 30% AMI or less, a mental health diagnosis, and receiving services from KMHS. Tenants will pay 30% of their income for housing and will work with a housing support specialist on goals weekly to live independently in these units.</p>			
<p>KITSAP MENTAL HEALTH SERVICES <i>Pendleton Place</i> Project Type: Service (Operations & Maintenance) Location: Bremerton Service Area: Kitsap County</p>	<p>72 Individuals</p>	<p>\$1,029,000 CIAH</p>	<p>\$699,522 CIAH</p>
<p>Funds will be used to pay a portion of operations and maintenance which includes the personnel and administrative costs of providing 24/7 on-site staff at Pendleton Place, a permanent supportive housing complex serving individuals with chronic/severe mental illness and/or substance use disorders who also have a documented history of chronic homelessness. KMHS staff offer tenancy supports to all residents including life skills (budgeting, cooking, cleaning, etc.). All tenants have housing stability plans including referrals to community resources.</p>			
<p>PENINSULA COMMUNITY HEALTH <i>Medical Respite Facility</i> Project Type: Public Facility Location: Bremerton Service Area: Kitsap County</p>	<p>1 Facility (670 individuals)</p>	<p>\$1,500,000 CIAH</p>	<p>\$1,500,000 CIAH</p>
<p>Funds will be used for tenant improvement costs, furnishings, and IT costs for the 22-bed medical respite center building renovation in downtown Bremerton. The facility will serve homeless patients from throughout the county and will provide 24/7 support for up to 30 days for patients recuperating from an acute illness or injury and develop individual exit plans, enabling safe transition to more stable environments. It will include an onsite medical and behavioral health clinic, along with nutrition support, medication management, and community resource coordination.</p>			

<p>PENINSULA COMMUNITY HEALTH Sage Apartments Project Type: Housing (New Units) Location: Bremerton Service Area: Bremerton</p>	<p>29 Units</p>	<p>\$2,000,000 CIAH</p> <p>\$0</p>
<p>Funds will be used for completion of the partially constructed Sage Apartments, a 29-unit studio apartment building which includes two ground-level ADA accessible units. When completed, each studio unit of approximately 385 square feet will include an open living space/bedroom, bathroom, kitchen space, and closet with in-unit washer and dryer, along with a balcony. The units will be prioritized for healthcare workforce housing across multiple income brackets with 50% of the units targeted towards households with incomes below 60% AMI. The project will utilize a mix of unit-based vouchers and voucher holders as appropriate by the voucher-issuing agency.</p>		
<p>POSTPARTUM MAMAS Postpartum Mamas Project Type: Service (Rental Assistance and O&M) Location: Bremerton Service Area: Kitsap County</p>	<p>50 Individuals</p>	<p>\$290,000 CIAH</p> <p>\$0</p>
<p>Funds will be used to pay for rental assistance to clients and operations and maintenance including personnel, administrative and programming costs associated with the program which provides mental health support groups to mothers, in person and via zoom, experiencing depression, postpartum depression, anxiety, infertility, domestic violence, single-parenting and all related motherhood struggles in a safe and confidential environment.</p>		
<p>SOUTH KITSAP HELPLINE Expanded Food Distribution Site Project Type: Public Facility Location: Port Orchard Service Area: South Kitsap</p>	<p>1 Facility (6,000 individuals)</p>	<p>\$800,000 CDBG</p> <p>\$222,924 CDBG</p>
<p>Funds will be used for a portion of the concrete costs for the new construction of a modernized food bank and multi-service center in South Kitsap County, to replace the existing outdated facility. The new facility will serve all South Kitsap and will allow the agency to expand outreach to address the nutritional and deeper stability needs of people who are unhoused, experiencing poverty, and facing emergency situations.</p>		

**2024 CDBG Project Review Committee Funding Recommendations
Project Descriptions**

CDBG STAFF ADMINISTRATION FUNDING

Grant administration is the general management and coordination of the CDBG/HOME programs, including federal regulation compliance, annual monitoring, citizen participation and development of other sources of funding for community development. 20% of our CDBG entitlement plus program income may be used for planning and administrative costs to deliver the CDBG program requirements. Those funds not being used for administration and planning purposes will be rolled into project use.

MICROENTERPRISE FUNDING

Kitsap Community Resources: Business Education Support and Training

The BE\$T program is designed for low-income individuals and those with limited funds who are interested in mastering the skills necessary to start or expand their own business. Program-wide BE\$T plans to provide our Business Basics training to 48 unduplicated individuals during the year; have 30 businesses started, host at least 10 workshops/networking events and create 20 new jobs while retaining 8. With the use of CDBG funds the program helps new businesses (1) Develop their business concept; (2) Define and understand their target customer base; (3) Learn about money management and break-even point analysis; (4) Study cash flow, pricing, taxes and financial statements; (5) Learn how to set up operations including legal structure; (6) Design a marketing and sales plan; and (7) Develop their own basic business plan.

In addition to the eight week business training program, BE\$T offers ongoing support for their graduates.

CDBG CAPITAL FUNDING

Bremerton Public Works-Pedestrian Priority Network Infrastructure Improvements

This project will create 8 new curb ramps and 2 ADA compliant alley driveways along 15th St and 440 lineal feet of sidewalk along N Lafayette Ave., building upon the ADA accessible infrastructure in previous CDBG awards including the planned improvements to Haddon Park. In alignment with the City's ADA transition plan and goals, this project will improve ADA access to transit, city parks, schools, and improve walkability for pedestrians by removing barriers for those with disabilities, and provide connected corridors for foot traffic.

WEATHERIZATION AND MINOR HOME REPAIR

Kitsap Community Resources-Weatherization and Minor Home Repair

Funds will be used to provide weatherization and minor home repair services for a minimum of 8 homes within the City of Bremerton. The funds will specifically be used for contractor labor and materials to install weatherization measures such as surface insulation (attics, walls, floors, and heating ducts), energy efficient heat systems, priority air sealing, and installation of ventilation. Funds will also be used to achieve additional home repairs such as roofing, plumbing, and electrical repairs necessary to ensure the preservation of installed measures. Health and safety improvements will also be prioritized, including shower grab bars, slips trips and falls, and wheelchair ramps.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A8

SUBJECT:

Proposed Public Hearing on Revenue
Sources for the 2024 City of Bremerton
Budget

Study Session Date: October 25, 2023
COUNCIL MEETING Date: November 1, 2023
Department: Financial Services
Presenter: Karen Wikle/Mike Riley
Phone: (360) 473-5296

SUMMARY: Tonight's public hearing is to take comments on the revenue sources for the 2024 Proposed Budget. The proposed budget anticipates property and EMS levy increases of the full 1% allowed by law, leaves utility tax rates unchanged. The proposed budget also adjusts for the increase to the B&O tax exemption rate to \$1,040,000 and includes interfund transfers between funds where appropriate. Overall, the revenue projections throughout all funds remain conservative

ATTACHMENTS: Exhibit A Revenue Sources

The 2024 Proposed Budget may be found on the City's website at:
www.BremertonWA.gov/2024budget

FISCAL IMPACTS (Include Budgeted Amount):

Total proposed general fund revenue, without beginning fund balance, is \$52,953,160.
With beginning fund balance, total general fund revenue is \$69,749,036.
Total proposed revenue city wide, without beginning fund balance, is \$152,595,371.
With beginning fund balance, total revenue city wide is \$227,229,747.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Open Hearing for Public Comment.

COUNCIL ACTION: Approve Deny Table Continue No Action

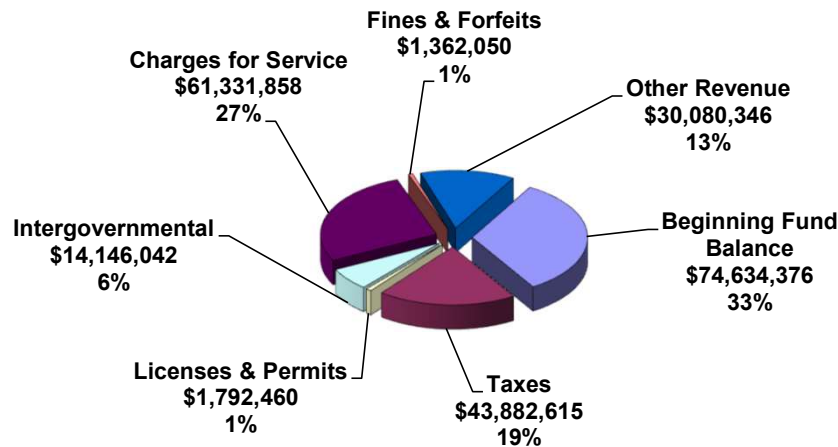
2024 REVENUE - ALL FUNDS

FUND	BEG FUND BAL.	TAXES	LIC. AND PERMITS	INTER-GOV'T REVENUE	CHARGES FOR SERVICE	FINES AND FORFEITS	OTHER REVENUE	2023 TOTAL BUDGET
General Fund								
General Government:								
City Council					176,032			176,032
Executive					220,208			220,208
Financial Services					893,686			893,686
Legal					742,670			742,670
Human Resources					353,819			353,819
Community Development		3,265,000	1,250,750	75,000	679,550	20,000		5,290,300
Municipal Court				100,000	189,260	146,550	10,300	446,110
City Auditor					57,133			57,133
Law Enforcement			3,910	888,151	357,500	1,000	20,000	1,270,561
Fire/Emergency Medical		2,200,000	800	800,554	650,150			3,651,504
Police & Fire Pension				100,671				100,671
General Facilities					194,442		677,500	871,942
Parks					184,200		70,000	254,200
Engineering			100,000		3,111,501			3,211,501
Non-Departmental		31,751,715	32,000	1,834,270	257,838	700,000	837,000	35,412,823
Beginning Fund Balance	16,795,876							16,795,876
Total General Fund	16,795,876	37,216,715	1,387,460	3,798,646	8,067,989	867,550	1,614,800	69,749,036
Special Revenue Funds:								
Street	387,953	780,000		820,000	98,000		1,522,000	3,607,953
Contingency Reserve	1,951,802						160,000	2,111,802
Lodging Tax	823,487	755,000					15,000	1,593,487
Parking System	381,892					410,500	1,613,358	2,405,750
Comm. Dev. Block Grant	212,000			500,000	5,000		90,500	807,500
Abatement Revolving Fund	444,783					50,000	15,000	509,783
Police Special Projects	763,562						20,000	783,562
Public Access Television	497,991		230,000		162,521		81,500	972,012
Gift & Donations Fund	95,160						5,000	100,160
Trial Improvement	103,362			22,000			3,000	128,362
One Percent for Arts	8,393						100	8,493
Conference Center Oper	218,267				1,225,588		460,000	1,903,855
Total Spec. Rev. Funds	5,888,651	1,535,000	230,000	1,342,000	1,491,109	460,500	3,985,458	14,932,718
Debt Service Fund:								
2010 UTGO	94,865	900,000					3,000	997,865
Government Center LTGO	87,393						332,000	419,393
2015 Public Safety Bond	240,853	550,000					7,000	797,853
2019 Refunding LTGO	67,717	330,000		3,500			147,000	548,217
Total Debt Service Fund	490,827	1,780,000	0	3,500	0	0	489,000	2,763,327
Capital Improvement Funds:								
General Govt Capital Improv.	6,229,098	1,500,000					250,000	7,979,098
Park Facilities Construction	367,065						137,000	504,065
Residential Street & Sidewalk Fund	0						0	0
Transportation Projects Fund	1,551,029	1,850,900	175,000	7,183,963			1,763,269	12,524,161
Fire Public Safety Capital	6,385						0	6,385
Affordable Housing Capital Fund	79,791			1,100,000			103,000	1,282,791
Total Capital Improv. Funds	8,233,368	3,350,900	175,000	8,283,963	0	0	2,253,269	22,296,500
Total General Gov't Funds	31,408,722	43,882,615	1,792,460	13,428,109	9,559,098	1,328,050	8,342,527	109,741,581

2024 REVENUE - ALL FUNDS

FUND	BEG FUND BAL.	TAXES	LIC. AND PERMITS	INTER-GOV'T REVENUE	CHARGES FOR SERVICE	FINES AND FORFEITS	OTHER REVENUE	2023 TOTAL BUDGET
Enterprise Funds:								
Water Utility	2,278,981				16,069,040	13,000	606,000	18,967,021
Water Capital	10,740,300						5,222,561	15,962,861
Wastewater Utility	2,459,405				18,650,500	15,000	27,000	21,151,905
Wastewater Capital	12,109,408			127,933			8,643,856	20,881,197
Stormwater Utility	805,303			40,000	6,248,500	6,000	81,000	7,180,803
Stormwater Capital	6,174,189			550,000			1,310,000	8,034,189
Utility Debt Reserve	1,712,238							1,712,238
Gold Mountain Golf Complex	2,576,072				6,351,792		66,000	8,993,864
Total Enterprise Funds	38,855,896	0	0	717,933	47,319,832	34,000	15,956,417	102,884,078
Internal Service Funds:								
Risk Management	582,915						3,864,844	4,447,759
Employment Security	317,717						41,000	358,717
Accumulated Leave Liability	1,185,949						382,000	1,567,949
ER&R Operations & Maint.	(47,795)				2,297,107		1,950	2,251,262
ER&R Equipment Reserve	1,819,298						1,456,308	3,275,606
Information Services	511,673				2,155,821		35,300	2,702,794
Total Internal Service Funds	4,369,757	0	0	0	4,452,928	0	5,781,402	14,604,087
Total Business Type Funds	43,225,654	0	0	717,933	51,772,760	34,000	21,737,819	117,488,165
Total All Funds	74,634,376	43,882,615	1,792,460	14,146,042	61,331,858	1,362,050	30,080,346	227,229,747

Revenue Sources - All Funds



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A9

SUBJECT:

Ordinance to amend and re-establish City Rates and Fees for 2024

Study Session Date: October 25, 2023

COUNCIL MEETING Date: November 1, 2023

Department: All

Presenter: Mike Riley

Phone: (360) 473-5303

SUMMARY: Each year, as part of the budget process, the various City departments review their charges, rates and fees for services and make recommendations on any changes needed. The attached included recommended changes to fees charged by the various departments.

ATTACHMENTS: 1. Ordinance No. _____; and 2) Exhibit A

FISCAL IMPACTS (Include Budgeted Amount): Impacts to revenues are dependent on the demand for services. The 2024 proposed budget does anticipate the approval of the ordinance and related rate tables.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. ____ amending and re-establishing City Rates and Fees for 2024.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending and reestablishing rates and fees for services established in Ordinance No. 5460 relating to Animal Control, Bremerton Kitsap Access Television (“BKAT”), Department of Community Development, Department of Financial Services, Fire Department, Gold Mountain Golf Course, Ivy Green Cemetery, Kitsap Conference Center, Municipal Court, Parking, Parks and Recreation Department, Police Department, Public Records, Department of Public Works and Utilities, Tax & License, Telecommunications, Transportation Benefit District, and other related services.

WHEREAS, the City Council, by this ordinance, desires to amend and reestablish the rates and fees established in Ordinance No. 5460; NOW THEREFORE,

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

SECTION 1. *Rate Tables Amended and Reestablished.* The rates and fees relating to Animal Control, Bremerton Kitsap Access Television (“BKAT”), Department of Community Development, Department of Financial Services, Fire Department, Gold Mountain Golf Course, Ivy Green Cemetery, Kitsap Conference Center, Municipal Court, Parking, Parks and Recreation Department, Police Department, Public Records, Department of Public Works and Utilities, Tax & License, Telecommunications, Transportation Benefit District, and other related services, as set forth in **Exhibit A** of Ordinance No. 5460, are hereby amended and reestablished in their entirety as set forth in the attached **Exhibit A** of this ordinance, said exhibit is incorporated herein by this reference.

SECTION 2. *Rate Tables - Effective Date.* The amendment and reestablishment of rate tables as set forth in Section 1 above shall be effective January 1, 2024.

SECTION 3. *Corrections.* The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 4. *Severability.* If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 5. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of November, 2023.

JEFF COUGHLIN, Council President

Approved this _____ day of November, 2023.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2023.

EFFECTIVE the _____ day of _____, 2023.

ORDINANCE NO. _____.



~~2023 RATES & FEES~~ 2024

RATES & FEES

City of Bremerton

Ordinance No. 5460

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TABLE A ANIMAL CONTROL FEES

1. Licenses for Dogs and Cats	
a) For Each Cat Spayed or Neutered (Upon Proof of Spaying or Neutering)	
– Annual	\$7.50 <u>\$7.00</u>
– <u>3-Years</u>	<u>\$15.00</u>
– Lifetime	\$25.00
b) For Each Dog Spayed or Neutered (Upon Proof of Spaying or Neutering)	
– Annual	\$12.50 <u>\$12.00</u>
– <u>3-Year</u>	<u>\$25.00</u>
– Lifetime	\$45.00
c) For Each Cat Not Spayed or Neutered	\$37.50 <u>\$40.00</u>
d) For Each Dog Not Spayed or Neutered	\$37.50 <u>\$50.00</u>
e) Senior Citizen Permanent Dog/Cat	\$12.50 <u>\$12.00</u>
f) Replacement Tag	\$1.00 <u>\$3.00</u>
g) Additional License Fee (for late renewal)	\$10.00
2. License for Chickens	
a) Annually up to five (5) chickens	\$12.50 <u>\$28.00</u>
b) Senior permanent for up to five (5) chickens	\$12.50 <u>\$28.00</u>
3. Impound and Redemption Fees - Domestic Animals	
a) Impound	\$45.00
b) Vaccination	\$45.00
c) Boarding (per day)	\$20.00
d) Medical care	Case dependent
e) Microchip	\$30.00
4. Impound and Redemption Fees - Livestock	
a) Impound	\$60.00
b) Boarding (per day)	\$40.00
c) Medical care	Case dependent
d) Special Transportation fee	\$120.00

TABLE B BREMERTON KITSAP ACCESS TELEVISION (BKAT)

1. PRE-PRODUCTION (STANDARD RATE)	
a) Equipment Consultation	\$109.00/hour
b) Program Development	\$109.00/hour
c) Research	\$109.00/hour
d) Location <u>Scout (RT travel billed separately)</u>	\$109.00/hour
e) Scripting	\$109.00/hour
f) Graphics Development	\$109.00/hour

2. PRODUCTION (STANDARD RATE)*	
a) Set-up, <u>Shooting, Breakdown</u>	\$109.00/hour
b) Production	\$109.00/hour
c) Breakdown <u>Travel (portal to portal)</u>	\$109.00/hour

**minimum of 2 hours for any productions* Production at Standard Rate applies to qualified remote meeting location/client-owned equipment or zoom coverage for government meetings with 1 staff onsite, 1 staff on call or rate for BKAT studio production

3. PRODUCTION (FIELD RATE)	
<u>a) BKAT-owned equipment, 1 staff filming onsite</u>	<u>\$130.00/hour</u>
<u>b) BKAT-owned equipment with crew of 2-5 filming onsite \$</u>	<u>\$183.00/hour</u>

LIVE STREAM SURCHARGE

(Support & Data Costs) \$27.60/hour

Live stream surcharge applies to live field productions only

WEEKEND/HOLIDAY SURCHARGE

(Friday after 5pm, Saturday, Sunday or Holiday

Multiplied by applicable Standard and/or Field Production rates 1.5 x rate/hour

3.4. POST PRODUCTION

a) Edit	\$109.00/hour
<u>b) Voice Over</u>	<u>\$109.00/hour</u>
b)c) File processing, Playback Scheduling, Indexing, Archiving	\$109.00/hour

4.5. BKAT MEMBER TRAINING

a) Studio - 3 hours of camera and director training – max 4 people	No Charge
b) Edit – First 3 hours	No Charge
Additional hours	\$109.00/hour

5.6. MISCELLANEOUS

<u>a) Cancellation fee (equivalent of 2 hour minimum charge) Studio rental for non-members</u>	<u>\$109.00/hour 218.00</u>
a)b) 32 GB thumb drive for video storage	\$5.00 each
BKAT Staff as crew	Additional \$109.00/hour

6.7. MEMBERSHIP (ANNUAL)

- | | |
|---|----------|
| a) Individual Resident (within Kitsap County) | \$25.00 |
| b) Individual Non-Resident | \$50.00 |
| c) Organization – Resident (within Kitsap County) | \$75.00 |
| d) Organization – Non-Resident | \$150.00 |

8. ~~7.~~ PUBLIC SERVICE ANNOUNCEMENT

BKAT will produce a non-commercial PSA (subject to BKAT guidelines found in the current BKAT Policy Handbook) with or without voiceover to. ~~The public service announcement will~~ air on BKAT for a minimum of two weeks. Client receives a digital copy for their own purposes.

\$109.00/hour

9. PUBLIC RECORDS DUPLICATION

- | | |
|--|----------------------|
| <u>a) Duplicate video tape to DVD (time dependent on meeting length)</u> | <u>\$109.00/hour</u> |
| <u>b) Duplicate video tape to digital downloadable file
(time dependent on meeting length plus conversion process)</u> | <u>\$109.00/hour</u> |
| <u>c) Duplicate DVD to digital downloadable file
(time dependent on conversion process)</u> | <u>\$109.00/hour</u> |

TABLE C DEPARTMENT OF COMMUNITY DEVELOPMENT

1. CODE ENFORCEMENT		
a) ABATEMENTS		
– Dangerous Building		\$900 + Direct Service and Supply Cost
– Garbage & Weed		\$640 + Direct Service and Supply Cost
b) ABANDONED PROPERTY FINES & PENALTIES		
– Failure to Register		\$1,000 + \$100 per day
– Failure to Inspect, Maintain, and/or Secure		\$1,000 + \$100 per day
c) RENTAL PROPERTY REGISTRATION FINES & PENALTIES		
– Failure to Register and File a Declaration of Compliance as Required		\$1,000 + \$100 per day
– Failure to Obtain a Certificate of Inspection When Required		\$1,000 + \$100 per day
2. PLANNING		
a) SUBDIVISIONS		
– Boundary Line Adjustment		\$365
– Preliminary Short		\$1000 + \$150/lot
– Preliminary Formal Plat/Binding Site Plan		\$2500 (base) + per lot
• 1-100 lots		\$150/lot
• 101-200 lots		\$100/lot
• 201 + lots		\$75/lot
– Final Short		\$630 + \$40/lot
– Final Formal Plat/Binding Site Plan		\$945 + 40/lot
– Minor Amendment		\$630 (no lot fee)
– Extension		\$630 (no lot fee)
b) SHORELINE MASTER PROGRAM		
– Substantial Development Permit		\$1300
– Conditional Use Permit – Type II		\$850
– Conditional Use Permit – Type III		\$1750
– Shoreline Variance		\$1750
– Permit Revision		\$325
– Shoreline Exemption		\$100
c) STATE ENVIRONMENTAL POLICY ACT (SEPA)		
– Checklist		\$320
– Environmental Impact Statement Review/Adoption		\$650 + additional cost of expertise

d) PRE-APPLICATION CONFERENCE	\$100
e) ZONING ORDINANCE	
– Ordinance Amendments	
• Text	\$740
• Rezone (Map Amendment)	\$740
– Variance	
• Administrative	\$325
• Public Hearing/Single Family	\$500
• Public Hearing/Other	\$1750
– Development Agreements	\$1600
– Conditional Use Permit	
• Single Family Residential Type II	\$350
• Single Family Residential Type III	\$500
• Commercial / Non-Residential / Multifamily – Type II	\$850
• Commercial / Non-Residential / Multifamily – Type III	\$1750
– Non-Conforming Use Determination	\$275
– Director’s Code Interpretation	\$175
– Zoning Code Verification	Hourly Rate
f) COMPREHENSIVE PLAN	
– Text or Map Amendment	\$1500
– Combined Text and Map Amendment	\$2500
g) MULTIFAMILY TAX EXEMPTION	
– Application	\$1500
h) DESIGN REVIEW BOARD	
– Conceptual Design Conference	\$500
– Design Response Conference	\$500
i) CRITICAL AREA REVIEW	Hourly Rate
(Dangerous trees, tree removal in sloped area, etc.)	
j) FORESTRY	Hourly Rate
Conversion Harvest Option Plan	
3. MISCELLANEOUS FEES	
a) APPEAL (to Hearing Examiner)	\$350
b) Hourly Rate	\$73.00
c) Technology Surcharge on Permits	5% of Permit Fee
(Permit Surcharge Levied on Fees Noted with *)	
d) Third-Party Technical Review and Verification	Actual Cost
(Geotechnical Evaluation, Habitat Review, Structural Engineering Review, Etc.)	

- 4. SITE DEVELOPMENT
 - a) SITE PLAN REVIEW
 - Commercial / Non-Residential / Multifamily – Type II \$1,000
 - b) SITE DEVELOPMENT PERMIT* \$1,000
 - c) GRADING PERMIT AND PLAN REVIEW FEES* Refer to Exhibit 4

- 5. BUILDING
 - a) CERTIFICATE OF OCCUPANCY \$73.00
 - b) BUILDING PERMIT FEES* Refer to Exhibit 1
 - c) BUILDING PLAN REVIEW FEE 65% of the building permit fee as set forth in Exhibit 1
 - d) ESTABLISHED “BASIC” PLAN REVIEW 50% of Plan Review Fee
 - Pursuant to DCD policy
 - e) BUILDING PERMIT FEE FOR REROOF* Valuation and Refer to Exhibit 1
 - f) MECHANICAL PERMIT FEES*
 - Residential Refer to Exhibit 2
 - Commercial / Non-Residential / Multifamily Valuation and Refer to Exhibit 1
 - g) PLUMBING PERMIT FEES*
 - Residential Refer to Exhibit 3
 - Commercial / Non-Residential / Multifamily Valuation and Refer to Exhibit 1
 - h) Stop Work Fee 100% of permit fee

EXHIBIT 1
BUILDING AND OTHER PERMIT FEES

TOTAL VALUATION ¹	FEE
\$1.00 TO \$500.00	\$35.00
\$501.00 TO \$2,000.00	\$35.00 for the first \$500.00 plus \$3.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$40,000	\$80.00 for the first \$2,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$40,000
\$40,001.00 to \$100,000.00	\$498.00 for the first \$40,000; plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,038.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,838.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to 5,000,000.00	\$6,338.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00, or fraction thereof, to include \$5,000,000.00
\$5,000,001.00 and over	\$18,338.00 for the first \$5,000,000.00; plus \$1.00 for each additional \$1,000.00 or fraction thereof
Other Inspections and fees:	
1. Inspections outside of normal business hours (minimum charge – two hours)	Hourly rate per Rate Table C – Miscellaneous Fees
2. Re-inspection fees assessed under provisions of this chapter shall be as follows (per inspection):	Hourly rate per Rate Table C – Miscellaneous Fees
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees
5. For use of outside consultants for plan checking and inspections, or both	Actual Costs ²
6. Manufactured Home Setup Fee	Foundation Bid Price valuation used in Exhibit 1
7. Moved Building Permit Fee (not including other required permits)	\$100.00
8. Demolition permit Fee: 3 cents per square foot, with a minimum charge of	\$100.00
9. Energy Code Plan Review Surcharge for New Single Family Residences	\$50.00

¹ Valuation includes fair market value of labor and materials.

² Actual costs include administrative and overhead costs.

EXHIBIT 2
MECHANICAL PERMIT FEES

Permit Issuance and Heaters	Fee
1. For the issuance of each mechanical permit	\$25.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$7.25
Unit Fee Schedule (Note: The following do not include permit-issuing fee)	
1. Furnaces	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$14.80
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$18.20
For the installation or relocation of each floor furnace, including vent	\$14.80
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
2. Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25
3. Repairs or Additions	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
4. Boilers, Compressors and Absorption Systems	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.20
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$92.65
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	
Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code	
	\$10.65

	For each air-handling unit over 10,000 cfm (4719 :s)	\$18.10
6.	Evaporative Coolers	
	For each evaporative cooler other than portable type	\$10.65
7.	Ventilation and Exhaust	
	For each ventilation fan connected to a single duct	\$7.25
	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8.	Incinerators	
	For the installation or relocation of each domestic-type incinerator	\$18.20
	For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9.	Miscellaneous	
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65
	For each gas piping system	\$10.00

Other Inspections and Fees

Inspections outside of normal business hours, per hour (minimum charge – two hours	Hourly rate per Rate Table C – Miscellaneous Fees
Re-inspection fees assessed under provisions of this chapter shall be as follows (per inspection):	Hourly rate per Rate Table C – Miscellaneous Fees
Inspections for which no fee is specifically indicated, per hour (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees
Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees

EXHIBIT 3
PLUMBING PERMIT FEES

Permit Issuance

1.	For issuing each permit	\$25.00
2.	For issuing each supplemental permit	\$10.00

Unit Fee Schedule (in addition to items 1 and 2 above)

1.	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$7.00
2.	For each building sewer and each trailer park sewer	\$15.00
3.	Rainwater systems – per drain (inside building)	\$7.00
4.	For each cesspool (where permitted)	\$25.00
5.	For each private sewage disposal system	\$40.00
6.	For each water heater and/or vent	\$7.00
7.	For each gas piping system	\$10.00
8.	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$7.00
9.	For each installation, alteration or repair of water piping and/or water treating equipment, each	\$7.00
10.	For each repair or alteration of drainage or vent piping, each fixture	\$7.00
11.	For each lawn sprinkler system on any one meter including backflow protection devices therefore	\$7.00
12.	For atmospheric-type vacuum breakers not included in item 12:	
	1 to 5	\$5.00
	Over 5, each	\$1.00
13.	For each backflow protective device other than atmospheric type vacuum breakers:	
	2 inch (51 mm) diameter and smaller	\$7.00
	Over 2 inch (51 mm) diameter	\$15.00
14.	For each graywater system	\$40.00
15.	For initial installation and testing for a reclaimed water system	\$30.00 ¹
16.	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00 ¹
17.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$50.00
18.	For each additional medical gas inlet(s)/outlet(s)	\$5.00

Other Inspections and Fees

1.	Inspections outside of normal business hours	Hourly rate per Rate Table C – Miscellaneous Fees
2.	Re-inspection fee	Hourly rate per Rate Table C – Miscellaneous Fees
3.	Inspections for which no fee is specifically indicated	Hourly rate per Rate Table C – Miscellaneous Fees
4.	Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees

**EXHIBIT 4
GRADING PLAN REVIEW FEES**

50 cubic yards (38.2 m ³) or less	No fee
51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$23.50
101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	\$37.00
1,001 to 10,000 cubic yards (765.3 m ³ to 7645.5 m ³)	\$49.25
10,001 100,000 cubic yards (7646.3 m ³ to 76,455 m ³)	\$49.25 for the first 10,000 cubic yards (7645.5 m ³), plus \$24.50 for each additional 10,000 cubic yards (7645.5 m ³) or fraction thereof
100,001 to 200,000 cubic yards (76,456 m ³ to 152,911 m ³)	\$269.75 for the first 100,000 cubic yards (76,455 m ³), plus \$13.25 for each additional 10,000 cubic yards (7645.5 m ³) or fraction thereof
200,001 cubic yards (152,912 m ³) or more	\$402.25 for the first 200,000 cubic yards (152,911 m ³), plus \$7.25 for each additional 10,000 cubic yards (7645.5 m ³) or fraction thereof

Other Fees:

Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees
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GRADING PERMIT FEES¹

50 cubic yards (38.2 m ³) or less	\$23.50
51 to 100 cubic yards (40 m ³ to 76.5 m ³)	\$37.00
101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	\$37.00 for the first 100 cubic yards (76.5 m ³) plus \$17.50 for each additional 100 cubic yards (76.5 m ³) or fraction thereof
1,001 to 10,000 cubic yards (765.3 m ³ to 7645.5 m ³)	\$194.50 for the first 1,000 cubic yards (764.6 m ³), plus \$14.50 for each additional 1,000 cubic yards (764.6 m ³) or fraction thereof
10,001 to 100,000 cubic yards (7646.3 m ³ to 76,455 m ³)	\$325.00 for the first 10,000 cubic yards (7645.5 m ³), plus \$66.00 for each additional 10,000 cubic yards (7645.5 m ³) or fraction thereof
100,001 cubic yards (76,456 m ³) or more	\$919.00 for the first 100,000 cubic yards (76,455 m ³), plus \$36.50 for each additional 10,000 cubic yards (7645.5 m ³) or fraction thereof

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge – two hours)	Hourly rate per Rate Table C – Miscellaneous Fees
2. Re-inspection fees assessed under provisions of this chapter shall be as follows (per inspection):	Hourly rate per Rate Table C – Miscellaneous Fees
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	Hourly rate per Rate Table C – Miscellaneous Fees

¹The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

TABLE D DEPARTMENT OF FINANCIAL SERVICES

1. CHECK HANDLING FEE	\$40.00
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TABLE E FIRE DEPARTMENT

1. REGULATORY LICENSE FEES	
a) BMC 9.48 Fireworks Stands / Displays	\$100/stand/year
b) BMC 9.48.020(9) Cash Bond	
– Fireworks Stand Clean-Up (refundable)	\$50/stand/year
– Citywide Fireworks Clean-up Fee (non-refundable)	\$50/stand/year
c) BMC 18.06	
– Ambulance Services	\$75.00/vehicle
– Ambulance Inspections	\$75.00/vehicle
2. AMBULANCE TRANSPORT FEE	
a) ALS—1	\$791.00 <u>953.00</u>
b) ALS – 2	\$884.00 <u>1082.00</u>
c) BLSE	\$620.00 <u>758.00</u>
d) Mileage	\$16.80 <u>18.00</u> /mile
e) Itemized EMS Fees (one charge per transport)	
– ECG	\$70.00
– IV/10	\$50.00
– O2	\$50.00
– SPO2	\$15.00
– CSPINE	\$40.00
– End Tidal CO2	\$30.00
– C-PAP	\$175.00
3. EMS SERVICE CALL TO ASSISTED LIVING, LONG TERM CARE AND ADULT CARE FACILITIES	
	\$100 <u>\$500</u> After first response per quarter
4. RE-INSPECTION FEE	\$73.00
5. HAZARD MATERIALS RESPONSE	
a) Rice Hull Ash	Actual Cost per Bag
b) Absorbent Pads	Actual Cost per Bag
6. STAND-BY-TIME	
a) Fire Engine w/Crew of 2	\$155.00 ¹ + \$150.00 = \$305.00/hour
b) Fire Engine w/Crew of 3	\$155.00 ¹ + \$225.00 = \$380.00/hour
c) Fire Engine w/Crew of 4	\$155.00 ¹ + \$300.00 = \$455.00/hour
7. ACTIVE FIREFIGHTING	
a) Fire Engine	Washington Fire Chiefs Published Rate ¹
b) Aerial Ladder	Washington Fire Chiefs Published Rate ¹

¹Washington Fire Chiefs Association Wage & Equipment Rates for the Washington State Fire Service

8. FIRE WATCH	\$75.00 <u>\$100</u> /hour
9. AFTER HOURS INSPECTION	\$75.00 <u>\$100</u> /hour – 2 hour Minimum
10. RUSH PLAN REVIEW	\$500.00 <u>\$100</u> /hour – 2 hour
<u>Minimum-plus-Standard Fees</u>	
11. OPERATIONAL PERMIT	\$100.00
12. FIRE SAFETY OFFICERS	\$75.00 <u>\$100</u> /hour – 2 hour minimum
13. FALSE FIRE ALARM	\$200.00

TABLE F GOLD MOUNTAIN GOLF COURSE

1. CASCADE COURSE (prices do not include sales tax)	
a) Friday 18 Holes	\$46.00 <u>\$52.00</u>
b) Weekday 18 Holes (Mon-Thurs)	\$42.00 <u>\$48.00</u>
c) Weekend/Holiday 18 Holes (Note: 1)	\$55.00 <u>\$58.00</u>
d) Weekday 9 Holes (Mon-Thurs)	\$30.00 <u>\$34.00</u>
e) Weekend/Holiday 9 Holes	\$32.00 <u>\$34.00</u>
f) Continuation Fee	\$32.00
g) Twilight Weekday (Mon-Thurs)	\$30.00
h) Twilight Weekend/Holiday	\$32.00 <u>\$34.00</u>
i) League Rate (Not Sat, Sun or Holiday)	\$26.00
j) Junior 18 Holes (Mon-Thurs)	\$18.00
k) Junior Twilight Weekend/Holiday	\$18.00
l) 36 Hole Special (Mon-Thurs)	\$95.00
m) 36 Hole Special (Fri-Sun)	\$110.00
n) Senior Punch Card (Not Sat, Sun or Holiday) (Note: 2)	\$280.00
o) Regular 10 Round Punch Card	\$320.00
p) Junior 10 Round Punch Card	\$130.00
q) Low Income Sr. Punch Card (Not Sat, Sun or Holiday) (Note: 2)	\$130.00
r) Daily Private Cart	\$20.00 <u>\$22.00</u>
s) Shotgun Tournament (Not To Exceed 18 Hole Green Fee)	\$85.00
2. OLYMPIC COURSE (prices do not include sales tax)	
a) Friday 18 Holes	\$75.00 <u>\$81.00</u>
b) Weekday 18 Holes (Mon-Thurs)	\$62.00 <u>\$72.00</u>
c) Weekend/Holiday 18 Holes (Note: 1)	\$85.00 <u>\$90.00</u>
d) Weekday 9 Holes (Mon-Thurs)	\$36.00 <u>\$38.00</u>
e) Weekend/Holiday 9 Holes	\$46.00 <u>\$48.00</u>
f) Continuation Fee	\$35.00
g) Twilight Weekday (Mon-Thurs)	\$36.00 <u>\$37.00</u>
h) Twilight Weekend/Holiday	\$46.00 <u>\$48.00</u>
i) League Rate (Not Sat, Sun or Holiday)	\$26.00
j) Junior 18 Holes (Mon-Thurs)	\$28.00
k) Junior Twilight Weekend/Holiday	\$28.00
l) 36 Hole Special (Mon-Thurs)	\$95.00
m) 36 Hole Special (Fri-Sun)	\$110.00
n) Shotgun Tournament (Not To Exceed 18 Hole Green Fee)	\$120.00
o) Olympic Punch C ard P lus	\$30.00 <u>\$32.00</u>
p) Annual Pass Single	\$2,600.00 <u>\$2,700.00</u>
q) Annual Pass Couple	\$3,800.00 <u>\$3,900.00</u>
r) Annual Pass Family	\$4,400.00
s) Annual Pass Junior (Mon-Thurs)	\$700.00

¹. Saturday, Sunday or Holiday (May-September Not to Exceed Rate)
May be used for twilight any day of the week including holidays.

². Ages 62 & up with household income < \$18,000.

TABLE G IVY GREEN CEMETERY

1. GRAVE SITES	
a) Adult	\$1,552.00 <u>\$1,600.00</u>
b) Infant (Not in Infant Sections)	\$1,552.00 <u>\$1,600.00</u>
c) Infant Section	\$388.00 <u>\$400.00</u>
d) Veteran	\$902.00 <u>\$930.00</u>
e) Perpetual Care (collected at time of site sale)	10% of site fee
2. LINERS (Subject to sales tax)	
a) Casket Liner	\$1,030.00 <u>\$1,060.00</u>
b) Cremation Liner	\$252.00 <u>\$255.00</u>
c) Infant Liner	\$420.00 <u>\$430.00</u>
d) Oversized Liner	\$1,380.00 <u>\$1,400.00</u>
3. OPENING AND CLOSING	
a) Casket	\$905.00 <u>\$930.00</u>
b) Cremation	\$324.50 <u>\$350.00</u>
c) Infant	\$634.50 <u>\$650.00</u>
d) Veteran	\$543.00 <u>\$560.00</u>
4. DISINTERNMENT	
a) Adult	\$1,940.00 <u>\$2,000.00</u>
b) Infant	\$1,940.00 <u>\$2,000.00</u>
c) Urn	\$311.00 <u>\$330.00</u>
d) Removal (only)	\$1,282.00 <u>\$1,320.00</u>
5. MARKER SETTING FEES	
a) Setting Fee	\$400.00 <u>\$410.00</u>
6. GRAVE SIDE SERVICES	
a) Chairs & Awning	\$450.00 <u>\$460.00</u>
7. MARKERS (Subject to sales tax)	
a) Markers	Value based on size and type of marker

TABLE H KITSAP CONFERENCE CENTER

All Rates are Minimum Rates

- | | |
|---|------------------------------------|
| 1. ROOM RENTAL (in conjunction with food minimums) ¹ | |
| a) Puget Sound Ballroom- per section (4 sections) | \$500.00 <u>1200.00</u> |
| b) Oyster Bay Room | \$250.00 <u>500.00</u> |
| c) Marina Vista 1 & 2 – per section | \$200.00 <u>600.00</u> |
| d) Marina Vista 3 | \$500.00 <u>800.00</u> |
| e) Glacier Cove 1 & 2 – per section | \$200.00 <u>600.00</u> |
| f) Fountain Room | \$850.00 <u>2000.00</u> |
|
 | |
| 2. RECURRING ROOM RENTAL (at least 35 events per year) | |
| a) Room fee waived with food purchase for at least 60 people. | |

~~¹—501(c)3 Organizations receive 50% off Room Rental rate with purchase of an Event Package.~~

TABLE I MUNICIPAL COURT

1. EX PARTE FILING FEE	\$20.00
2. HEARING EXAMINER APPEAL	\$73.00
3. TRAFFIC PENALTIES	
a) Inattention to Driving	\$139.00
b) Automated Traffic Safety Camera Violations	\$139.00
4. INSURANCE DISMISSAL ADMINISTRATIVE FEE	\$25.00
5. CERTIFIED DOCUMENT FEE (per document)	\$5.00
6. COPY FEE (per page)	\$0.50
7. COPY FEE (made to CD or other electronic device)	\$20.00
8. COPY OF ELECTRONIC RECORDING OF COURT PROCEEDING (per CD)	\$10.00
9. APPEAL PREPARATION FEE	\$40.00
10. NON-SUFFICIENT FUNDS FEE (NSF Fee)	\$40.00

TABLE J PARKING

1. PARKING FEES*	
a) On-Street Locations	
– 3 hours	\$20.00
– 10 hours	\$30.00
b) Off-Street Location	
– 3 hours	\$20.00
– 10 hours	\$30.00
c) Parking Garage Monthly Permit	\$200.00/month
d) Administrative Immobilization Fee (i.e. boot)	\$100.00/boot
2. RESIDENTIAL PARKING PERMITS*	
a) Residential Parking Permits	
– First Two Permits	NO COST
– Each additional permit issued not-to-exceed four permits per unit	\$100.00
b) Petition for Creation of Residential Restricted Parking Zone	\$100.00
c) Replacement of parking permit	\$10.00/permit
d) Visitor Parking Permits	NO COST
e) Service/Landlord Permits	NO COST
3. PARKING PENALTIES	
a) Overtime or Reparking	
– 1st Violation in 180 Days	\$20.00
– 2nd Violation in 180 Days	\$60.00
– 3rd or More Violation in 180 Days	\$180.00
b) Non-Payment in Collection Devices	
– 1 st Violation in 180 days	\$20.00
– 2 nd Violation in 180 days	\$60.00
– 3 rd Violation in 180 days	\$180.00
c) Loading Zones	\$25.00
d) No Parking	
– 1 st Violation in 180 days	\$30.00
– 2 nd Violation in 180 days	\$60.00
– 3 rd Violation in 180 days	\$180.00
e) Wrong Way	\$35.00
f) Parked on Sidewalk	\$30.00
g) Fire Hydrant	\$35.00
h) 12" From Curb	\$30.00
i) Physically Disabled (Public and Private)	\$450.00
j) Counterfeiting or User of Counterfeit Permits,	
– Tokens or Script	\$500.00
– Unauthorized Use of Permits	\$250.00
k) Blocked Driveway	\$35.00
l) Expired Tabs	\$45.00
m) 30 Foot to Stop Sign	\$30.00

n) Double Parked	\$35.00
o) No Stopping/No Standing	\$30.00
p) Failure to Respond – Additional Penalty	\$25.00
q) All parking infractions set forth in Chapter 10.10 BMC not identified above	\$30.00

*Rates are not-to-exceed rates. These rates shall apply unless reduced by the Department of Financial Services for a specific site or use.

TABLE K PARKS AND RECREATION DEPARTMENT

Non-Resident Fee – Base Fee plus 25%
All Rates Listed Are “Not To Exceed” Fees

9. FACILITY USE RENTAL RATES

- Facility use policies apply.
- Appropriate taxes are included in rates unless otherwise noted.
- Regular Groups (10 or more meetings a year, reserved in advance) may receive up to a 20% discount on Facility and Park Rental Fees.

a) SHERIDAN PARK COMMUNITY CENTER – ROOM RENTAL RATES

- (Group A) NON-COMMERCIAL – Rental Rates
Recreation and/or educational purposes only.
Per hour, two (2) hour minimum

- Daytime (Monday – Friday: 8:30 AM to 5:00 PM)
 - (i) Lounge \$14.00
 - (ii) Room A, B/C, Conference Room \$12.00
 - (iii) Gym ~~\$32.00~~\$33.00
- Evenings (Monday – Thursday: 5:00 PM to 10:00 PM)
 - (i) Lounge \$30.00
 - (ii) Room A, B, Conference Room \$24.00
 - (iii) Gym ~~\$43.00~~\$44.00
 - (iv) Room Package (Lounge & Gym) ~~\$70.00~~\$72.00
 - (v) Entire building – Up to eight (8) hours* ~~\$800.00~~\$820.00
- Friday Evening (5:00 PM to 10:00 PM) & Saturday and Sunday
 - (i) Lounge \$36.00
 - (ii) Room A, B, Conference Room \$28.00
 - (iii) Gym ~~\$50.00~~\$52.00
 - (iv) Room Package (Lounge & Gym) ~~\$82.00~~\$84.00
 - (v) Entire building – Up to eight (8) hours* ~~\$825.00~~\$850.00

- (Group B) COMMERCIAL – Rental Rates

Per hour, two (2) hour minimum

- Lounge \$54.00
- Room A, B, Conference Room \$42.00
- Gym ~~\$75.00~~\$78.00
- Room Package (Lounge & Gym) ~~\$123.00~~\$126.00
- Entire Building - Up to eight (8) hours* ~~\$1,237.00~~\$1,275.00

*Entire building rental for events with 250 or more participants requires additional staffing fee at ~~\$19.00~~\$20.00 per hour.

~~b) BREMERTON SR. CITIZENS CENTER – ROOM RENTAL RATES~~

~~(Group A) NON-COMMERCIAL – Rental Rates~~

- ~~• Per hour, two (2) hour minimum~~
- ~~• Cardroom/Meeting Room \$25.00~~
- ~~• Main Room \$49.00~~
- ~~• Kitchen \$25.00~~
- ~~• Additional staffing per hour \$19.00~~
- ~~• Entire Facility up to eight (8) hours \$546.00~~

~~(Group B) COMMERCIAL – Rental Rates~~

- ~~• Per hour, (two) 2 hour minimum~~
- ~~• Cardroom/Meeting Room \$37.50~~
- ~~• Main Room \$73.50~~
- ~~• Kitchen \$37.50~~
- ~~• Additional staffing per hour \$19.00~~
- ~~• Entire Facility – Up to eight (8) hours \$819.00~~

~~e)b) PARK SHELTERS – RESERVATION FEES~~

Four (4) hour sessions per reservation unless otherwise noted.

Bremerton residents may reserve park shelters beginning January 1st for the upcoming year. Non-resident reservations will be accepted beginning February 1st.

~~(Group A) NON-COMMERCIAL – Rental Rates~~

- ~~• Bachmann, Bataan, Lent Landing, Matan, NAD (Upper) Shelters and Gazebos~~
~~\$32.00~~\$33.00
- ~~• Blueberry Shelter~~
~~\$55.00~~\$57.00
- ~~• Evergreen Shelter 1~~
~~\$87.00~~\$90.00
- ~~• Evergreen Shelter 2 or 3~~
~~\$43.00~~\$44.00
- ~~• Evergreen Shelter 4 (not reservable, first come first served)~~
NO CHARGE
- ~~• Evergreen Shelter 5 or 6~~
~~\$47.00~~\$48.00
- ~~• Evergreen Amphitheatre with power~~
\$200.00
- ~~• Kiwanis Park Shelter~~
~~\$45.00~~\$46.00
- ~~• Lions Park Shelter 1~~
~~\$60.00~~\$62.00
- ~~• Lions Park Shelter 2~~
~~\$45.00~~\$46.00
- ~~• Manette Park Shelter~~
~~\$45.00~~\$46.00
- ~~• Warren Avenue Playfield Shelter~~
~~\$45.00~~\$46.00
- ~~• Reserve portion of a park not having a shelter.~~
~~\$32.00~~\$33.00

~~(Group B) COMMERCIAL – Rental Rates~~

- ~~• Bachmann, Bataan, Lent Landing, Matan, NAD (Upper) Shelters and Gazebos~~
~~\$48.00~~\$49.50
- ~~• Blueberry Shelter~~
~~\$82.50~~\$85.50
- ~~• Evergreen Shelter 1~~
~~\$130.50~~\$135.00
- ~~• Evergreen Shelter 2 or 3~~
~~\$64.50~~\$66.00
- ~~• Evergreen Shelter 4 (not reservable)~~
NO CHARGE
- ~~• Evergreen Shelter 5 or 6~~
~~\$70.50~~\$72.50
- ~~• Evergreen Amphitheatre with power~~
\$300.00

- Kiwanis Park Shelter ~~\$67.50~~\$70.00
- Lions Park Shelter 1 ~~\$90.00~~\$93.00
- Lions Park Shelter 2 ~~\$67.50~~\$69.50
- Manette Park Shelter ~~\$67.50~~\$69.50
- Warren Avenue Playfield Shelter ~~\$67.50~~\$69.50
- Reserve portion of a park not having a shelter. ~~\$48.00~~\$49.50

d)c) SPECIAL EVENTS, CELEBRATIONS, WEDDINGS

(Group A) NON-COMMERCIAL – Rental Rates

- Harborside Fountain Park (Waterfront plaza only, per four (4) hour session) ~~\$45.00~~\$50.00
- Louis Mentor Boardwalk ~~\$545.00~~\$560.00
- Stage (20' x 24') – Available Memorial Day-Labor Day (per day) \$250.00

(Group B) COMMERCIAL – Rental Rates

- Harborside Fountain Park (Waterfront plaza only, per four (4) hour session) ~~\$67.50~~\$75.00
- Louis Mentor Boardwalk ~~\$817.50~~\$840.00
- Stage (20'x24') – Available Memorial Day-Labor Day (per day) ~~\$367.50~~\$375.00

e)d) ATHLETIC FIELD – RESERVATIONS

Per hour unless noted

– (Group A) NON-COMMERCIAL

- Youth Use ~~\$18.50~~\$19.00
- Adult Use ~~\$34.00~~\$35.00

– (Group B) COMMERCIAL ~~\$61.00~~\$62.00

- Game Fees
 - (i) Baseball/Softball ~~\$42.00~~\$43.00
 - (ii) Soccer ~~\$64.00~~\$66.00
 - (iii) Sand Volleyball \$31.50

e) OUTDOOR COURT – RESERVATION

Per hour unless noted

- (Group A) NON-COMMERCIAL – Rental

- Basketball Court (Per Half Court) \$5.00
- Pickleball Court \$5.00
- Tennis Court \$10.00

- (Group B) COMMERCIAL – Rental

- Basketball Court (Per Half Court) \$7.50
- Pickleball Court \$7.50
- Tennis Court \$20.00

f) LIONS TENNIS COURT LIGHTS

- 1 token (1 hour) \$3.00
- 6 tokens (6 hours) \$14.50

f)g) BLUEBERRY PARK – P-PATCH ANNUAL RATE

Non-commercial gardening only.

– Raised Beds	\$15.00
– 10’ x 20’ Beds	\$55.00
– 16’ x 30’ Beds	\$80.00

~~g) LIONS TENNIS COURT LIGHTS~~

– 1 token (1 hour)	\$3.00
– 6 tokens (6 hours)	\$14.50

2. PROGRAM FEES & CHARGES

a) NEW PROGRAMS

See Section 3, subsection (a)

b) ATHLETIC PROGRAM FEES

– VOLLEYBALL	
• League Play (per team, per game)	\$31.00 <u>\$32.00</u>
• Open Gym (Oct. – June) per person	\$5.00
• Sand Volleyball	\$31.00 <u>\$32.00</u>
– BASKETBALL	
• Men’s League Play (per team, per game)	\$67.00 <u>\$74.00</u>
• Boy’s League Play (per team, per game)	\$42.00 <u>\$44.00</u>
• Boy’s League (Individual Registration - per individual)	\$52.00 <u>\$54.00</u>
– PICKLEBALL (<u>Indoor Program</u>)	
• Drop In	\$4.00
• 10-Visit Punchcard	\$32.00
– SOFTBALL	
• Adult League Play (per team, per game)	\$50.40 <u>\$51.40</u>
• Adult League – Players fee (per player, per game)	\$2.20 <u>\$2.27</u>
– TOURNAMENTS (BASEBALL/SOFTBALL AND SOCCER)	

INVITATIONAL TOURNAMENTS

c) Lions – One Day	\$463.00 <u>\$486.00</u>
d) Lions – Two Day	\$739.00 <u>\$776.00</u>
e) Lions – Three Day	\$983.00 <u>\$1,032.00</u>
f) Pendergast – One Day	\$609.00 <u>\$640.00</u>
g) Pendergast – Two Day	\$952.00 <u>\$1,000.00</u>
h) Pendergast – Three Day	\$1,155.00 <u>\$1,213.00</u>

*STATE TOURNAMENTS**

i) Lions – One Day	\$645.00 <u>\$677.00</u>
j) Lions – Two Day	\$962.00 <u>\$1,010.00</u>
k) Lions – Three Day	\$1,119.00 <u>\$1,175.00</u>
l) Pendergast – One Day	\$838.00 <u>\$880.00</u>
m) Pendergast – Two Day	\$1,119.00 <u>\$1,175.00</u>
n) Pendergast – Three Day	\$1,327.00 <u>\$1,393.00</u>

*Regional and National Tournaments cost to be negotiated depending on field preparation requirements.

3. SENIOR CITIZEN CENTER AND RECREATION DIVISION PROGRAMS

a) PROGRAM FEE FORMULAS. Except for the Sr. Citizens Trip program, participant fees for activities (programs, classes, events, etc.) promoted by the Sr. Citizen Center and the Recreation Division are established by the following formulas:

– Activities when the instructor is on City payroll.

*Based on “Not-to-Exceed” rates

$[(\text{Total class hours including preparation}) \times (\text{Instructor's hourly wage}) \times (1.5 \text{ Administration factor})] \text{ divided by (minimum \# of students per activity)} + (\text{the cost of group supplies divided by minimum \# of students}) + \text{Cost of individual class supplies, if applicable} = \text{Student class fee for City of Bremerton Resident}$

– Activities taught by contracted instruction.

*Based on “Not-to-Exceed” rates

$[(\text{Price per student required by the Instructor less class supply fees}) \times (1.5 \text{ Administration factor})] + \text{Class supply fees} = \text{Student class fee for City of Bremerton Resident.}$

– Non-Resident Fees for Recreational Programs.

For recreation classes, programs, and rentals – ranging from:

- \$5.00 to \$25.00 add on 25%
- \$25.01 to \$50.00 add a flat \$6.25
- \$50.01 to \$100.00 add a flat \$12.50
- \$100.01 to \$200.00 add a flat \$25.00
- \$200.01 to \$400.00 add a flat \$50.00
- \$400.01 to \$750.00 add a flat \$100.00
- \$750.01 to \$1,000.00 add a flat \$150.00
- \$1,000.00 + add a flat \$200.00

b) SENIOR CENTER ACTIVITIES (AGE 55+)

Couples Membership is for two people, at least one needs to be 55 or better, who reside at the same address.

Associate Memberships are for those individuals not yet 55 but still would like to participate in the programs, trips and classes offered at the Center.

- Senior Citizen – City Resident annual membership \$20.00
- Senior Citizen – Non-Resident annual membership \$35.00
- Senior Center – City Resident Couples annual membership \$32.00
- Senior Center – Non-Resident Couples annual membership \$52.00
- Senior Center – City Resident Associate annual membership \$32.00
- Senior Center – Non-Resident Associate annual membership \$52.00
- Senior Center – Daily Drop-In Fee (Non-Class Activities, per person, per day)\$4.00

c) SENIOR CENTER TRIPS

Cost plus 25%

TABLE L POLICE DEPARTMENT

1. TRAFFIC ACCIDENT REPORTS	\$10.00
2. FINGERPRINTS – 1st Card	\$10.00
a) Each Additional Card	\$10.00
3. CRIMINAL HISTORY CHECK	\$10.00
4. ALARM COMPLIANCE FEE	
a) 1st False Alarm in any 1 Quarter	\$60.00
b) 2nd False Alarm in the same Quarter	\$80.00
c) 3rd False Alarm in the same Quarter or Subsequent Alarms in a Calendar Quarter	\$160.00
5. SERVICE FEE FOR ANTI-HARASSMENT ORDER	\$50.00
6. SERVICE OF ARREST WARRANTS AND SUBPOENAS	
a) Arrest Warrant	\$15.00 plus mileage
b) Subpoena	\$6.00 plus mileage
c) Preparation of return of service	\$5.00

Mileage (for each mile actually and necessarily traveled by a member of the Police Department in going to or returning from any place of service, or attempted service) current business mileage rate allowed by the Internal Revenue Service.

7. TAXICABS	
a) Taxicab Business Certificate	\$30.00/year
b) Taxicab Driver’s Certificate	\$30.00/year
c) Vehicle Decal	\$10.00/vehicle/year
d) Annual Renewal	\$30.00
e) Certificate Changes	\$10.00
f) Finger prints	\$10.00
g) WSP Background Check (effective 1/1/2019)	\$51.25
WSP Background Check (effective 7/1/2019)	\$71.25
8. CONCEALED WEAPONS PERMITS (Rates set by State subject to change)	
a) New Permit (effective 1/1/2019)	\$49.25
b) Renewal Permit	\$32.00
c) Late Permit	\$42.00
d) Replacement	\$10.00
e) Firearm Dealer License	\$125.00

9. BODY WORN CAMERA RECORDINGS* per RCW 42.56.240(14) \$60.00 per hour of video
***Research and Redaction Processing** – Processing requires full playback of each video by the processing technician before redaction begins to verify the involvement of each party in the footage and ensure the footage is redacted in accordance with Washington state law. Please keep this in mind when requesting footage from multiple BWCs or for footage for long timeframes.

TABLE M PUBLIC RECORD FEES

1. Copy or Print - Maximum size is 11x17 (No fee for first 50 pages)	\$0.15/page
2. Scan – Maximum size is 11x17 (No fee for first 50 pages)	\$0.10/page
3. Electronic Files or Attachments uploaded to email, cloud-based data storage service or other means of electronic delivery	\$0.05/4 files
4. Transmission of Public Records in an Electronic Format	\$0.10/GB
5. Customized service charge for requests requiring the use of information technology expertise per RCW 42.56.120(3)	Actual Costs
6. CD/DVD	\$2.00
7. Digital Storage Media or Device	Actual Cost
8. Postage or Delivery Charges	Actual Costs
9. Certified copies of public records. The maximum size for photocopies is 11x17	\$5.00 per document
10. Oversized Plans, Aerial Photos, Drawings, and Maps (Black and White)	\$8.00/page or Actual Costs when performed by a Vendor
11. Color GIS Plotted Maps	\$5.00/sq. ft.
12. Other Documents:	
a) Medical Records	\$19.00
b) Fire Incident/Investigation Reports	\$8.00
c) Budget	
– (Hard Copy)	\$70.00
– (Electronic Version)	\$10.00
d) Annual Report	
– (Hard Copy)	\$35.00
– (Electronic Version)	\$10.00

In addition to the above fees, each department may establish fees for records that do not fall into one of the above categories. Each department and the City Clerk shall have the department's fee schedule available for inspection upon request.

TABLE N PUBLIC WORKS AND UTILITIES DEPARTMENT

1. RIGHT-OF WAY USE PERMITS FEES		
a) Type A (Short Term Use) Regular (Misc. Construction)		\$345.00
– Dumpster – Individual personal use		NO CHARGE
– Dumpster – Commercial/Construction		\$345.00
b) Type B (Disturbance of ROW)		
– Sidewalk Repairs (2 inspections)		NO CHARGE
– Driveway, Transverse Street Patch and Spot Patches (2 inspections)		\$345.00
– Frontage Improvements (curb, gutter, sidewalk, illumination, etc.); Longitudinal Street Patch; and Utility Installation		\$4.32/ft with a \$260.00 minimum
– New Street		\$7.34/ft with a \$880.00 minimum
– Water & Sewer Mains & Laterals (ROW Permit) (2 inspections)		\$345.00
– Additional Inspection		\$86.00/hour + equipment charges
c) Type C (Long Term Use)		
– Application and Processing		\$345.00
– Annual Renewal		\$86.00 <u>\$80.00</u>
d) Type D Regular (Franchised Utility Routine Maintenance)		\$173.00
e) Plan Reviews	\$0.27/foot of improvement with \$173.00 minimum	
2. ADDITIONAL WORK	\$86.00/hour + Equipment Charges	
3. RIGHT-OF-WAY VACATION		\$1,900.00
4. BMC 10.24 HOUSEMOVING/OVERSIZE LOADS	\$690.00+\$75.00/mile to .10 of a mile	
5. BANNER FEE INSTALL/REMOVAL		\$212.00
6. SIGN CREATION		\$COST
7. TRAFFIC CONTROL	\$86.00/hour + Equipment Charges	
8. TRAFFIC CONTROL DEVICES		
a) Barricades if not returned		\$30.00/barricade
b) Barricades		\$20.00 per barricade per day
c) Cones, if not returned or damaged		\$16.00/cone
d) Cones		\$2.00 per cone per day
e) Signs, if not returned or damaged		\$215.00/sign
f) Signs		\$18.00 per sign per day
g) Labor Rate Hourly (equipment not included)		\$86.00
9. BLOCK PARTY STREET CLOSURE		\$25.00

TABLE O TAX & LICENSE

1. REGULATORY LICENSE FEES

a) BMC 5.17 Charitable Solicitation	
– Non-Profit	\$25.00/60 days
– Professional Fundraiser	\$675.00/60 days
b) BMC 5.22 Dance/Public	\$265.00/yr or \$70.00/30 days
c) BMC 5.96 Erotic Dance Studios	\$700.00/yr
d) Dancers	\$100.00/yr
e) BMC 5.16 Mobile Food Vendor	\$150.00/veh/yr
f) BMC 5.16 Peddlers	\$75.00/yr or \$25.00/30 days
g) BMC 5.36 Special Events	\$100.00/event
h) BMC 5.08 Street/Sidewalk Vendors	\$100/yr
i) Site Relocation	\$50.00
j) BMC 5.16 Temporary Merchant	\$400.00/30 days

2. BUSINESS LICENSE FEE

a) BMC 5.02	\$75.00/yr
-------------	------------

TABLE P TELECOMMUNICATIONS

- | | |
|---|------------|
| 1. TOWER LEASE - APPLICATION, RENEWAL AND ASSIGNMENT FEE | \$530.00 |
| 2. CABLE FRANCHISE APPLICATION AND RENEWAL FEE DEPOSIT ¹ | \$3,588.00 |

¹Actual cost will be based on staff time. City may require additional deposit(s) up to \$3,500 per deposit if funds are exhausted.

- | | |
|--|------------|
| 3. MASTER PERMIT - APPLICATION AND RENEWAL FEE DEPOSITS ² | \$5,125.00 |
|--|------------|

²Actual cost will be based on staff time plus legal review. City may require additional deposit(s) up to \$5,000 per deposit if funds are exhausted.

- | | |
|------------------------|-------------------|
| 4. TELECOM LICENSE FEE | \$222.00/one time |
|------------------------|-------------------|

TABLE Q TRANSPORTATION BENEFIT DISTRICT

1. VEHICLE TAB FEE \$20.00

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A10

SUBJECT:

Ordinance to amend and re-establish Utility Assessments, Rates, and Fees, and Charges for 2024

Study Session Date: October 25, 2023

COUNCIL MEETING Date: November 1, 2023

Department: Financial Services and PW&U

Presenter: Mike Riley/Tom Knuckey

Phone: (360) 473-5303

SUMMARY: Ordinance to amend and re-establish the 2024 Utility Assessments, Rates, Fees, and Charges.

ATTACHMENTS: 1. Ordinance No. _____; and 2) Exhibit A

FISCAL IMPACTS (Include Budgeted Amount): Misc. Fees and Charges were adjusted by change in the Construction Cost Index for all urban consumers, Seattle for the month ending August 31, 2023 at 5.4%. The Utility rates are incorporated in the 2024 Proposed Budget.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. ____ amending and re-establishing 2024 Assessments, Rates, Fees, and Charges for Water, Wastewater, Stormwater, and other related services.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending and reestablishing the assessments, rates, fees and charges established in Ordinance No. 5461 regarding rates and fees relating to the Department of Public Works and Utilities for water, wastewater, stormwater and other related services.

WHEREAS, the City Council desires to amend and reestablish the assessments, rates, fees, and charges (“Rates and Fees”) relating to the Department of Public Works and Utilities for general facility charges and water, wastewater, stormwater, and other related services established in **Exhibit A** of Ordinance No. 5461; NOW THEREFORE

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

SECTION 1. *Rate Tables established.* Rates and fees for services relating to the Department of Public Works and Utilities for general facilities charges and water, wastewater, stormwater, and other related services, as established in **Exhibit A** of Ordinance No. 5461, are hereby amended and reestablished in their entirety as set forth in the attached **Exhibit A** of this ordinance, said exhibit is incorporated herein by this reference.

SECTION 2. *Rate Tables – Effective Date.* The amendment and reestablishment of rate tables as set forth in Section 1 above shall be effective January 1, 2024.

SECTION 3. *Corrections.* The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 4. *Severability.* If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 5. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval, and publication as provided by law.

PASSED by the City Council the ____ day of November, 2023.

JEFF COUGHLIN, Council President

Approved this _____ day of November, 2023.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2023.

EFFECTIVE the _____ day of _____, 2023.

ORDINANCE NO. _____.

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

2023 **2024**
 Inside Outside City Limits

GENERAL FACILITY CHARGES

Water based on meter size average normal flow		
5/8" x 3/4"	\$ 6,680.00	\$ 6,943.00
1"	\$ 6,680.00	\$ 6,943.00
1" Commercial	\$ 9,153.00	\$ 9,513.00
1 1/2" Commercial	\$ 53,443.00	\$ 55,543.00
2" Commercial	\$ 53,443.00	\$ 55,543.00
3" Commercial	\$ 133,609.00	\$ 138,860.00
4" Commercial	\$ 267,217.00	\$ 277,719.00
Greater than 4"	Case by Case basis	
Wastewater based on meter size average normal flow		
5/8" x 3/4"	\$ 7,797.00	\$ 8,103.00
1"	\$ 7,797.00	\$ 8,103.00
1" Commercial	\$ 9,669.00	\$ 10,049.00
1 1/2" Commercial	\$ 54,581.00	\$ 56,726.00
2" Commercial	\$ 54,581.00	\$ 56,726.00
3" Commercial	\$ 140,351.00	\$ 145,867.00
4" Commercial	\$ 280,699.00	\$ 291,730.00
Greater than 4"	Case by Case basis	
Stormwater (per IHSU)	\$ 1,604.00	\$ 1,667.00

CONNECTION FEES

Water Connection Fees*		Inside		Outside
5/8" x 3/4"	\$ 4,245.00	\$ 4,401.00	\$ 6,368.00	\$ 6,602.00
1"	\$ 4,483.00	\$ 4,571.00	\$ 6,725.00	\$ 6,857.00
1 1/2"	\$ 10,067.00	\$ 9,995.00	\$ 15,101.00	\$ 14,993.00
2"	\$ 10,434.00	\$ 10,421.00	\$ 15,651.00	\$ 15,632.00
3"	\$ 27,029.00	\$ 27,645.00	\$ 40,544.00	\$ 41,468.00
4"	\$ 29,201.00	\$ 29,764.00	\$ 43,802.00	\$ 44,646.00
6"	\$ 35,741.00	\$ 37,462.00	\$ 53,612.00	\$ 56,193.00
8"	\$ 41,841.00	\$ 43,834.00	\$ 62,762.00	\$ 65,751.00
10"	\$ 49,497.00	\$ 51,514.00	\$ 74,246.00	\$ 77,271.00
12" and greater	Actual time & material + equipment			

Wet Tapping (Water Main Only, excluding excavation & backfill)*				
4"	\$ 4,290.00	\$ 4,526.00	\$ 6,435.00	\$ 6,789.00
6"	\$ 4,572.00	\$ 4,923.00	\$ 6,858.00	\$ 7,385.00
8"	\$ 5,543.00	\$ 6,024.00	\$ 8,315.00	\$ 9,036.00
10"	\$ 8,104.00	\$ 8,869.00	\$ 12,156.00	\$ 13,304.00
12"	\$ 9,182.00	\$ 10,524.00	\$ 13,773.00	\$ 15,786.00
** Greater than 12"	Actual time & material + equipment			

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

	2023	2024		
Wet Tapping (Water Main to Property Line)		Inside		Outside
2" - fire service	\$ 5,985.00	\$ 5,950.00	\$ 8,978.00	\$ 8,925.00
4"	\$ 13,712.00	\$ 15,119.00	\$ 20,568.00	\$ 22,679.00
6"	\$ 13,513.00	\$ 14,998.00	\$ 20,270.00	\$ 22,497.00
8"	\$ 15,320.00	\$ 15,994.00	\$ 22,980.00	\$ 23,991.00
10"	\$ 18,514.00	\$ 20,530.00	\$ 27,771.00	\$ 30,795.00
12"	\$ 20,212.00	\$ 22,257.00	\$ 30,318.00	\$ 33,386.00
** Greater than 12"		Actual time & material + equipment		

Fire Hydrant Installation*				
6" x 8" and smaller - service to property line	\$ 17,118.00	\$ 18,049.00	\$ 25,677.00	\$ 27,074.00
6" x 10" - service to property line	\$ 17,267.00	\$ 18,204.00	\$ 25,901.00	\$ 27,306.00
6" x 12" - service to property line	\$ 17,431.00	\$ 18,375.00	\$ 26,147.00	\$ 27,563.00

PLAN CHECK/INSPECTION FEES

Engineering Services**		Inside			Outside
Plan Check Fees					
Main Extensions: per foot	\$ 0.62	\$ 0.65	\$ 0.93		\$ 0.98
BUT not less than	\$ 414.00	\$ 460.00	\$ 621.00		\$ 690.00
(Includes hydrants and appurtenances and connection to water system)					
Pump Stations	\$ 3,456.00	\$ 3,640.00	\$ 5,184.00		\$ 5,460.00
Fireline Extension	\$ 173.00	\$ 190.00	\$ 260.00		\$ 285.00
Irrigation Systems	\$ 173.00	\$ 180.00	\$ 260.00		\$ 270.00
Miscellaneous (per hour) plus equipment	\$ 86.00	\$ 90.00	\$ 129.00		\$ 135.00

Storm Drainage Plan Review Fees ***

Preliminary Drainage Plans				
Residential Development	\$ 690.00	\$ 730.00	N/A	N/A
Non-Residential Development	\$ 430.00	\$ 730.00	N/A	N/A
Plus per IHSU	\$ 22.00	\$ 22.77		
Final Detailed Drainage Plans				
Residential Development (per lot)				
0 - 20 Lots	\$ 73.00	\$ 80.00	N/A	N/A
21 - 50 Lots	\$ 65.00	\$ 70.00	N/A	N/A
51 - 100 Lots	\$ 52.00	\$ 60.00	N/A	N/A
100+ Lots	\$ 43.00	\$ 50.00	N/A	N/A
Minimum Charge	\$ 518.00	\$ 550.00	N/A	N/A
Non-Residential Development				
per IHSU	\$ 43.00	\$ 50.00	N/A	N/A
Minimum Charge	\$ 518.00	\$ 550.00	N/A	N/A

Resubmittal Fees

First Resubmittal	No Charge	No Charge	N/A	N/A
Subsequent Resubmittal	\$ 518.00	\$ 550.00	N/A	N/A

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

	2023	2024		
		Inside		Outside
Field Inspection Fees				
Water main extensions (per foot)	\$ 1.73	\$ 1.73	\$ 2.60	\$ 2.60
but not less than:	\$ 605.00	\$ 605.00	\$ 908.00	\$ 908.00
Pump Station	\$ 3,456.00	\$ 3,456.00	\$ 5,184.00	\$ 5,184.00
Miscellaneous (per hour)	\$ 86.00	\$ 86.00	\$ 129.00	\$ 129.00
Wastewater Fees **				
Lateral Connection at P/L	\$ 173.00	\$ 173.00	\$ 260.00	\$ 260.00
Lateral Connection at Main	\$ 432.00	\$ 432.00	\$ 648.00	\$ 648.00
Conveyance Facility Ext. (Per Foot)	\$ 3.45	\$ 3.45	\$ 5.00	\$ 5.00
but not less than:	\$ 864.00	\$ 864.00	\$ 1,296.00	\$ 1,296.00
Pump Station	\$ 3,456.00	\$ 3,456.00	\$ 5,184.00	\$ 5,184.00
Miscellaneous (per hour)	\$ 86.00	\$ 86.00	\$ 129.00	\$ 129.00
Storm Drainage Inspection Fees ***				
Residential Development (per lot)	\$ 86.00	\$ 86.00	N/A	N/A
Non-Residential Development (per IHSU)	\$ 43.00	\$ 43.00	N/A	N/A
Minimum Charge	\$ 346.00	\$ 346.00	N/A	N/A
Conveyance Facility Extensions (per foot)	\$ 2.15	\$ 2.15	N/A	N/A
Minimum Charge	\$ 518.00	\$ 518.00	N/A	N/A
Unscheduled Inspections**** (per site visit)	\$ 86.00	\$ 86.00	N/A	N/A
<u>MISCELLANEOUS FEES AND CHARGES</u>				
Office Services				
		Inside		Outside
New Account	\$ 24.00	\$ 25.00	N/A	N/A
Account Maintenance	\$ 5.00	\$ 5.00	N/A	N/A
Past Due Notice	\$ 3.50	\$ 3.50	N/A	N/A
Lien Recovery Charge	\$ 147.00	\$ 147.00	N/A	N/A
Utility/Lien Search Fee (Manual) per parcel	\$ 37.00	\$ 38.00	N/A	N/A
Park Reservation Fee (non-refundable)	\$ 210.00	\$ 210.00	N/A	N/A
Field Services				
Pavement Restoration Charge (refundable, if assessed and not required)				
Asphalt Patch	\$ 2,359.00	\$ 2,359.00	\$ 3,539.00	\$ 3,539.00
Concrete Patch	\$ 1,681.00	\$ 1,681.00	\$ 2,522.00	\$ 2,522.00
Asphalt Trench	\$ 4,321.00	\$ 4,321.00	\$ 6,482.00	\$ 6,482.00
Concrete Trench	\$ 5,179.00	\$ 5,179.00	\$ 7,769.00	\$ 7,769.00

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

Field Services (continued)	2023	2024		
		Inside		Outside
County Road Permit	N/A	N/A	Cost	Cost
Water Meter Installation				
3/4" & 1"	\$ 184.00	\$ 184.00	\$ 276.00	\$ 184.00
1-1/2" & 2"	\$ 290.00	\$ 290.00	\$ 435.00	\$ 290.00
3" and greater			Actual Time, Materials & Equipment	
Water Meter Reactivation	\$ 69.00	\$ 69.00	\$ 104.00	\$ 69.00
Water Meter Reinstallation	\$ 184.00	\$ 184.00	\$ 276.00	\$ 184.00
Water Meter Deactivation	\$ 69.00	\$ 69.00	\$ 104.00	\$ 69.00
Water Meter Tampering				
Tampering Fee	\$ 501.00	\$ 501.00	\$ 752.00	\$ 501.00
Tampering Repair			Actual Time, Materials & Equipment	
Fire Service - Detector, Meter & MXU	\$ 793.00	\$ 813.00	\$ 1,190.00	\$ 1,220.00
Storz Adapter	\$ 420.00	\$ 462.00	\$ 630.00	\$ 693.00
Water Service Turn-off/Turn-on (Customer Request)				
Regular Hours	\$ 69.00	\$ 69.00	\$ 104.00	\$ 69.00
After Hours	\$ 267.00	\$ 290.00	\$ 190.00	\$ 290.00
Delinquency Notice	\$ 26.00	\$ 26.00	N/A	N/A
Water Service Turn-off/Turn-on (Delinquent Accounts)				
Regular Hours	\$ 69.00	\$ 69.00	N/A	N/A
After Hours	\$ 267.00	\$ 290.00	\$ 190.00	\$ 290.00
Flow and Pressure Test (Uncertified)				
3/4" & 1" meters only	\$ 132.00	\$ 132.00	\$ 198.00	\$ 132.00
1-1/2" & 2" meters only	\$ 237.00	\$ 237.00	\$ 356.00	\$ 237.00
Larger than 2"			Actual Time, Materials & Equipment	
Meter Test Fee (based on meter size)				
3/4" & 1"	\$ 289.00	\$ 289.00	\$ 434.00	\$ 289.00
1-1/2" & 2"	\$ 374.00	\$ 374.00	\$ 561.00	\$ 374.00
3" or greater			Actual Time, Materials & Equipment	
Utility Plant Locates				
Regular Hours	N/C	N/C	N/C	N/C
After Hours	\$ 267.00	\$ 267.00	\$ 401.00	\$ 267.00
Emergency	N/C	N/C	N/C	N/C
Utility Compliance Specialist				
Inspection	\$ 118.00	\$ 118.00	\$ 177.00	\$ 118.00
Administration Fee	\$ 50.00	\$ 50.00	\$ 75.00	\$ 50.00

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

	2023	2024	
<u>RETAIL WATER SERVICE RATES</u>			
General Service - Monthly Service Charge		Inside	Outside
Meter Size			
5/8 x 3/4 inches	\$ 15.28	15.81	\$ 22.91 \$ 23.71
1 inch	\$ 17.46	18.07	\$ 26.21 \$ 27.13
1 1/2 inch	\$ 24.83	25.70	\$ 37.25 \$ 38.55
2 inch	\$ 33.36	34.53	\$ 50.02 \$ 51.77
3 inch	\$ 63.29	65.51	\$ 94.91 \$ 98.23
4 inch	\$ 117.59	121.71	\$ 176.38 \$ 182.55
6 inch	\$ 418.09	432.72	\$ 627.14 \$ 649.09
8 inch	\$ 1,527.20	1,580.65	\$ 2,290.82 \$ 2,371.00
10 inch	\$ 5,446.89	5,637.53	\$ 8,170.31 \$ 8,456.27
12 inch	\$ 20,476.59	21,193.27	\$ 30,714.87 \$ 31,789.89
Residential Commodity Charge (per HCF)			
Per HCF/Month	\$ 2.64	2.73	\$ 3.95 4.09
Non - Residential Commodity Charge (per HCF)	\$ 2.39	2.47	\$ 3.57 3.69
Fire Protection - Monthly Service Charge			
Service Size			
1 inch	\$ 31.71	32.82	\$ 47.54 49.20
1 1/2 inch	\$ 47.71	49.38	\$ 71.57 74.07
2 inch	\$ 62.03	64.20	\$ 93.04 96.30
3 inch	\$ 68.34	70.73	\$ 102.54 106.13
4 inch	\$ 74.50	77.11	\$ 111.75 115.66
6 inch	\$ 92.99	96.24	\$ 139.48 144.36
8 inch	\$ 123.80	128.13	\$ 185.70 192.20
10 inch	\$ 173.24	179.30	\$ 259.88 268.98
12 inch	\$ 247.50	256.16	\$ 371.25 384.24
Commodity Charge (per HCF)	\$ 4.77	4.94	\$ 7.16 7.41
- For Usage Other Than Firefighting			
Low-Income ⁽¹⁾ Senior and Low-Income ⁽¹⁾ Disabled Citizen - Monthly Service Charge			
General Service - meter size 5/8" x 3/4"	\$ 9.17	9.49	\$ 13.75 14.23
General Service - meter size 1"	\$ 10.48	10.84	\$ 15.73 16.28
Residential Commodity Charge (per HCF)			
Per HCF/Month	\$ 1.58	1.64	\$ 2.37 2.45
Temporary/Construction Meter			
1" Meter			
Deposit	\$ 600.00	600.00	\$ 900.00 \$ 600.00
Base Fee (per month)	\$ 17.46	18.07	\$ 26.20 \$ 27.12
Set Up Fee & Removal Fee	\$ 396.00	\$ 396.00	\$ 594.00 \$ 396.00

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

<u>RETAIL WATER SERVICE RATES (CONTINUED)</u>	2023	2024		
		Inside		Outside
Temporary/Construction Meter (continued)				
Hydrant meter (3" Meter)				
Deposit	\$ 4,000.00	4,000.00	\$ 6,000.00	\$ 4,000.00
Base Fee (per month)	\$ 63.29	65.51	\$ 94.94	\$ 98.27
Set Up Fee	\$ 396.00	\$ 396.00	\$ 594.00	\$ 396.00
Equipment Loss/Damage		Actual Time, Materials & Equipment		
Commodity Charge (per HCF)	\$ 2.39	2.47	\$ 3.57	3.69
City Parks and Recreation Dept. - Irrigation				
Commodity Charge (per HCF)	\$ 1.19	1.23		
Gold Mountain Golf Course Complex - Irrigation				
Commodity Charge (per HCF)	\$ 1.62	1.68		
<u>RETAIL WASTEWATER SERVICE RATES</u>				
Monthly Service Charge		Inside		Outside
Single Family				
Base Charge (per account)	\$ 38.63	39.98	\$ 57.94	59.97
Commodity Charge (per HCF)	\$ 5.19	5.37	\$ 7.77	8.04
Duplex on 1 Meter or 2 Bldgs. on 1 Meter				
Base Charge (per unit)	\$ 30.59	31.66	\$ 45.89	47.50
Commodity Charge (per HCF)	\$ 5.19	5.37	\$ 7.77	8.04
Multi - Family				
Base Charge (per unit)	\$ 30.59	31.66	\$ 45.89	47.50
Commodity Charge (per HCF)	\$ 5.19	5.37	\$ 7.77	8.04
Low-Income ⁽¹⁾ Senior and Low-Income ⁽¹⁾ Disabled Citizen				
Base Charge (per account)	\$ 23.18	23.99	\$ 34.76	35.98
Commodity Charge (per HCF)	\$ 3.11	3.22	\$ 4.66	4.82
Commercial I				
Base Charge (per account)	\$ 57.10	59.10	\$ 85.66	88.66
Commodity Charge (per HCF)	\$ 5.34	5.53	\$ 8.00	8.28
Commercial II				
Base Charge (per account)	\$ 57.52	59.53	\$ 86.28	89.30
Commodity Charge (per HCF)	\$ 6.84	7.08	\$ 10.26	10.62
Commercial III				
Base Charge (per account)	\$ 58.09	60.12	\$ 87.15	90.20
Commodity Charge (per HCF)	\$ 8.35	8.64	\$ 12.52	12.96

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

	2023	2024		
<u>RETAIL WASTEWATER SERVICE RATES (CONTINUED)</u>				
Monthly Service Charge		Inside		Outside
Commercial IV				
Base Charge (per account)	\$ 58.66	60.71	\$ 87.99	91.07
Commodity Charge (per HCF)	\$ 9.87	10.22	\$ 14.79	15.31
Commercial V				
Base Charge (per account)	\$ 64.52	66.78	\$ 96.81	100.20
Commodity Charge (per HCF)	\$ 12.34	12.77	\$ 18.50	19.15
Commercial VI				
Base Charge (per account)	\$ 70.97	73.45	\$ 106.47	110.20
Commodity Charge (per HCF)	\$ 15.41	15.95	\$ 23.12	23.93
Commercial VII				
Base Charge (per account)	\$ 78.07	80.80	\$ 117.11	121.21
Commodity Charge (per HCF)	\$ 18.00	18.63	\$ 27.01	27.96
Commercial Special				
Base Charge (per account)	\$ 85.87	88.88	\$ 128.82	133.33
Commodity Charge (per HCF)	\$ 24.09	24.93	\$ 36.09	37.35
Beverage Production				
Base Charge (per account)	\$ 58.09	60.12	\$ 87.15	90.20
Commodity Charge (per HCF)	\$ 5.43	5.62	\$ 8.13	8.41
Commercial Fountains - Separately Metered				
Base Charge (per account)	\$ 57.10	59.10	\$ 85.66	88.66
Commodity Charge (per HCF)	\$ 1.76	1.82	\$ 2.64	2.73
Septage Disposal (per gallon of tank capacity)	\$ 0.29	0.30	\$ 0.43	0.45
Leachate Per Gallon of Tank Capacity				
Individual Residential Grinder Pumps				
Grinder Pump Surcharge	\$ 12.45	12.89	\$ 18.68	19.33
Low-Income ⁽¹⁾ Senior and Low-Income ⁽¹⁾ Disabled Citizen				
Grinder Pump Surcharge	\$ 7.47	7.73	\$ 11.21	11.60

RETAIL STORMWATER RATES

Monthly Service Charge		Inside		Outside
Residential I (Single Family/Duplex)				
Base Charge (per account)	\$ 21.50	23.33	N/A	N/A
Exception: Duplex with 2 Meters (per account)	\$ 10.75	11.67	N/A	N/A

Exhibit A
ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2024

	2023	2024		
<u>RETAIL STORMWATER RATES (CONTINUED)</u>				
Monthly Service Charge		Inside		Outside
Residential II - SW Impact Fee (per IHSU) 50% of the Res I Base Charge	\$ 10.76	11.67	N/A	N/A
Residential III - SW Impact Fee (per IHSU) -100% of the Res I Base Charge	\$ 21.50	23.33	N/A	N/A
Commercial I Base Charge (per IHSU)	\$ 21.50	23.33	N/A	N/A
Commercial II - SW Impact Fee (per IHSU) 50% of the Comm I Base Charge	\$ 10.76	11.67	N/A	N/A
Commercial III - SW Impact Fee (per IHSU) 100% of the Comm I Base Charge	\$ 21.50	23.33	N/A	N/A
Public School Districts (per account)	\$ 21.50	23.33	N/A	N/A
Low-Income ⁽¹⁾ Senior and Low-Income ⁽¹⁾ Disabled Citizen Base Charge (per account)	\$ 12.90	14.00	N/A	N/A
Multi - Family & Commercial Rate Adjustment				
Water Quality (per IHSU)	\$ 2.37	2.57	N/A	N/A
Water Quantity (per IHSU)	\$ 7.19	7.80	N/A	N/A
Stormwater Penalty				
New Multi - Family & Commercial development without on-site detention Charge (per IHSU)	\$ 4.76	5.16	N/A	N/A

⁽¹⁾ Low-Income defined as Gross Earned Income of \$40,000 or less. Low-Income is a 40% discount.
 *Pavement Restoration Charge May Also Be Assessed

** Fees include original review and one resubmittal review.
 Additional reviews will be charged at miscellaneous hourly rate (above).

*** Does not apply to single family residence or duplex construction on an existing established lot.

**** (Unscheduled inspections shall be tracked through the course of a project and billed after the final site inspection. Fees for unscheduled inspections shall be paid prior to final

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A11

SUBJECT: Ordinance to levy Property Taxes for Collection in 2024

Study Session Date:	<u>October 25, 2023</u>
COUNCIL MEETING Date:	<u>November 1, 2023</u>
Department:	<u>Financial Services</u>
Presenter:	<u>Mike Riley</u>
Phone:	<u>(360) 473-5303</u>

SUMMARY: Cities over 10,000 in population are allowed to raise their annual property tax collection by either 1% or the amount of the July Implicit Price Deflator (IPD), whichever is lower. This year, the IPD was 3.67%.

The City is requesting the full 1% increase to our general property tax and EMS levy over the prior year's collection, as allowed by law. This increase, along with the amounts anticipated for new construction, has been included in the 2024 Proposed Budget.

RCW 84.52.020 requires all taxing districts to "certify to the county legislative authority, for the purpose of levying district taxes...the amounts to be raised" by property taxes. RCW 84.55.120 requires that the certification includes the enabling tax ordinance setting the property tax rate. These documents must be submitted to the county by November 30, 2023.

ATTACHMENTS: Ordinance No. _____ establishing the amount to be collected in 2024 by taxation on the assessed valuation of taxable property within the City limits of Bremerton and setting the property levy rate.

FISCAL IMPACTS (Include Budgeted Amount): The proposed 2024 budget anticipates passage of this ordinance. Budgeted revenue matches the levy amounts as the total collections in recent years closely approximate the actual amount collected. In the General Fund revenue from the general property tax levy is \$8,981,223 and the EMS levy is \$2,299,698. Revenue from voter approved levies are budgeted in Debt Service funds and include \$900,000 for the 2010 Public Safety bond and \$550,000 for the 2015 Public Safety bond.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ establishing the amount to be collected in 2024 by taxation on the assessed valuation of taxable property within the City limits of Bremerton and setting the property levy rate.

COUNCIL ACTION: Approve Deny Table Continue No Action

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, establishing the amount to be collected in 2024 by taxation on the assessed valuation of taxable property within the City limits of Bremerton and setting the property levy rate.

WHEREAS, the City Council attests that the population of the City of Bremerton for 2023 is 44,640; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 1, 2023, to consider the City's revenue sources for the City's General Fund budget; and

WHEREAS, the City's actual levy amount from the previous year, including any refunds and abatements levied was \$8,855,902; and

WHEREAS, the City's actual EMS levy amount from the previous year, including any refunds and abatements levied was \$2,267,399; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony presented, has determined that the City of Bremerton requires a regular levy and EMS levy in the maximum amounts allowable, which is a 1.0% increase to the highest lawful levy allowed by law.

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

SECTION 1. That an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy from the previous year shall be \$31,927 which is an effective percent increase of 0.36415% from the previous year levy. This increase is exclusive of additional revenue resulting from new construction, any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

SECTION 2. That an EMS levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy from the previous year shall be \$8,402 which is an effective percent increase of 0.3743% from the highest allowable levy. This increase is exclusive of additional revenue resulting from new construction, any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made. This levy is further subject to the maximum allowable levy rate of \$0.37 per \$1,000 of assessed valuation.

SECTION 3. That a property tax levy for debt redemption of the 2010 Public Safety UTGO Refunding Bonds, as previously authorized by the voters, is hereby authorized to levy property taxes to be collected in 2024 at a rate sufficient to provide \$900,000 needed to meet debt service obligations in 2024.

SECTION 4. That a property tax levy for debt redemption of the 2015 Public Safety UTGO Bonds, as previously authorized by the voters, is hereby authorized to levy property taxes to be collected in 2024 at a rate sufficient to provide \$550,000 needed to meet debt service obligations in 2024.

SECTION 5. *Severability.* If any one or more sections, subsections, or sentences of this Ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance and the same shall remain in full force and effect.

SECTION 6. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 2023

JEFF COUGHLIN, Council President

Approved this _____ day of _____, 2023

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2023
EFFECTIVE the _____ day of _____, 2023
ORDINANCE NO. _____

Charlotte Nelson

From: Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Sent: Wednesday, July 26, 2023 3:47 PM
To: All City Personnel
Subject: City's Diversity, Equity, and Inclusion Implementation Efforts

Please see the message below from Mayor Wheeler.

To All City Personnel:

The City of Bremerton has the most diverse population in Kitsap County and is represented by a variety of cultures, experiences, and backgrounds. As a City, we are dedicated to ensuring our workforce and our practices represent the broader community and that we provide a wide range of economic, career and other opportunities that support a diverse workplace.

As part of our commitment to that goal, the City has added a full-time Diversity, Equity, and Inclusion (DEI) position to the 2023 budget to lead the City's DEI implementation efforts. The City has decided to hire an experienced, external consultant to provide strategic planning and recommendations in the development of DEI-focused objectives along with crafting a position description for the DEI role.

Beginning in January 2023, I worked with an advisory group of community leaders to develop a request for proposals (RFP) for a consultant with DEI expertise to assist the City in establishing the full-time Diversity, Equity, and Inclusion position. The community leaders who all played a crucial role in the process included Anthony Ives, Executive Director of Kitsap Community Resources; Jill Stanton, Executive Director of Bremerton Housing Authority; Jessica Guidry, Kitsap Public Health District Equity Program Manager; Pastor Richmond Johnson, Mt. Zion Missionary Baptist Church; Dr. Lillian Lockett, Physician and Executive Director of the Marvin Williams Center; Martitha May, Parent Child NFP Community Health Worker, Kitsap Public Health District; Alyson Rotter, former Kitsap Strong Co-Director; and Lucretia Robertson, Principal and Founder of Clarity Partnerships.

The advisory group worked together to create a scope of work for the RFP along with a proposal rating criteria with the goal of positioning the potential incumbent for success. The advisory group determined that the scope of work should center around stakeholder engagement -- both internal engagement with City employees and external engagement with community members -- that would inform a strategic plan and that coordinates the City's DEI efforts, including a recommended job description and recruitment process for the City's new DEI position, and recommend support and resources necessary for the new DEI position's work with the Race Equity Advisory Commission.

After reviewing three responsive proposals, MFR Coaching and Consulting was selected for this project. MFR Coaching and Consulting was chosen because of their in-depth expertise partnering with organizations to build capacity for DEI and culture change through a human-centered approach with staff, leaders, and stakeholders in the community. The City has also hired Lucretia Robertson of Clarity Partnerships as project manager on the City's behalf. Ms. Robertson has ties to Bremerton, expertise working as a DEI professional, and will liaise with the project consultant to support project objectives. She will be able to leverage community connections and ensure the project stays on track. MFR Coaching and Consulting and Ms. Robertson were hired based on their in-depth expertise and involvement with DEI plans for other organizations and their people-focused approach working with employees and community stakeholders.

In the next few weeks, we will be reaching out to employees to schedule group meetings (facilitated discussions) which are designed to assess the City's workplace culture and workforce/leadership DEI capacity and skills. We will be putting together four groups of employees with a max of 25 per group. Each group will meet two times for approximately two

hours. We want to emphasize that your input in these discussions will be confidential and nothing that you say will be individually attributable to you.

We will share more information as we get further in this process. We are committed to building a culture where everyone belongs and thrives. Your candid feedback will allow us to reach that goal.

We look forward to beginning this process and working with staff to advance our DEI efforts within the City. Please email Charlotte Nelson at charlotte.nelson@ci.bremerton.wa.us if you are interested in volunteering to participate in these facilitated discussions or have any questions.

- Mayor Greg Wheeler

Project Overview

OBJECTIVES	OUTCOMES
Stakeholder Engagement (Internal & External)	Outcome 1: Solicit community input that informs: <ul style="list-style-type: none">• The creation and implementation of a strategic plan• The creation of a job description and recruitment strategy for a DEI position• Recommend support necessary for a race equity focused community advisory commission. Outcome 2: Assess the City's workplace culture and workforce /leadership DEI capacity and skills
Diversity, Equity, & Inclusion Position	Outcome 1: Create a job description and recruitment plan for the City's DEI position.
Race Equity Advisory Commission	Outcome 1: Provide a framework and resources for the Race Equity Advisory Commission to fulfill the commission's duties as established by the City Council.
Strategic Planning	Outcome 1: Provide a DEI Strategic Plan inclusive of: <ul style="list-style-type: none">• Stakeholder Engagement Objectives• DEI Position Objectives• Race Equity Advisory Commission Objectives• Strategies, policies, and procedures that advance equality and inclusion in the community & workplace.• Estimated costs and resources necessary for a DEI Strategic Plan Implementation, preferably with a phased approach.

Jennifer Hayes
Executive Assistant to the Mayor
City of Bremerton Mayor's Office
345 6th Street, Suite 100
Bremerton WA 98337
360 473-5266 office
360 473-5883 fax
jennifer.hayes@ci.bremerton.wa.us

D

City of Bremerton

Diversity, Equity, & Inclusion Project Update & Information on Next Steps

October 25, 2023



BREMERTON
WASHINGTON



Agenda

- Introductions
- Project Overview
- Timeline
- Next Steps

Project Overview

The City outlined four objectives, with corresponding outcomes, it would like accomplished:

OBJECTIVES	OUTCOMES
Stakeholder Engagement (Internal & External)	Outcome 1: Solicit community input that informs: <ul style="list-style-type: none">• The creation and implementation of a strategic plan• The creation of a job description and recruitment strategy for a DEI position• Recommend support necessary for a race equity focused community advisory commission. Outcome 2: Assess the City's workplace culture and workforce /leadership DEI capacity and skills
Diversity, Equity, & Inclusion Position	Outcome 1: Create a job description and recruitment plan for the City's DEI position.
Race Equity Advisory Commission	Outcome 1: Provide a framework and resources for the Race Equity Advisory Commission to fulfill the commission's duties as established by the City Council.
Strategic Planning	Outcome 1: Provide a DEI Strategic Plan inclusive of: <ul style="list-style-type: none">• Stakeholder Engagement Objectives• DEI Position Objectives• Race Equity Advisory Commission Objectives• Strategies, policies, and procedures that advance equality and inclusion in the community & workplace.• Estimated costs and resources necessary for a DEI Strategic Plan Implementation, preferably with a phased approach.

OBJECTIVE: Stakeholder Engagement

OUTCOME	DELIVERABLES
<p>Outcome 1: Solicit community input that informs:</p> <ul style="list-style-type: none">• The creation and implementation of a strategic plan• The creation of a job description and recruitment strategy for a DEI position• Recommend support necessary for a race equity focused community advisory commission. <p>Outcome 2: Assess the City's workplace culture and workforce /leadership DEI capacity and skills</p>	<p>Community Facilitated Dialogues (External Stakeholder Engagement)</p> <ul style="list-style-type: none">• Conduct up to six (6), 90-minute facilitated discussions with community stakeholders.• Sessions may be in-person and/or virtual.• 25 participants per session (to be finalized with City upon contractual agreement).• Partner on outreach to increase participation and representation across the community.• City to provide accessibility accommodations, as applicable. <p>Workforce Facilitated Dialogues (Internal Stakeholder Engagement)</p> <ul style="list-style-type: none">• Conduct facilitated discussions for four groups (~25% of the workforce) .• Each group will participate in two (2), two-hour sessions (total 4 hours per participant).• Sessions may be in-person and/or virtual.• 25 participants per session.• City to provide accessibility accommodations, as applicable. <p>Strategic Source Review</p> <ul style="list-style-type: none">• Review of strategic source documents. <u>City to provide source documents.</u>

NOTE: All results and recommendations resulting from the Stakeholder Engagement objective will be included in the **DEI Strategic Plan Recommendation Report**. This report may be released in phases, per agreement between the City and MFRCC, as deliverables are completed.



OBJECTIVE: Diversity, Equity, & INCLUSION POSITION

OUTCOME	DELIVERABLES
<p>Outcome 1: Create a job description and recruitment plan for the City's DEI position.</p>	<ul style="list-style-type: none">• City of Bremerton DEI Manager Job Description.• City of Bremerton Equitable Recruiting Plan.• Stakeholder Engagement Results & Recommendations specific to the DEI Position objective. <p>MFRCC Approach:</p> <ul style="list-style-type: none">• Integrate stakeholder feedback solicited in Objective 1.• Review comparative job descriptions and salary ranges, geographically and within local governments.• Recommend equity-based hiring and recruitment strategies that are transferable to the City's hiring across the organization.

NOTE: All results and recommendations resulting from the Stakeholder Engagement objective will be included in the **DEI Strategic Plan Recommendation Report**. This report may be released in phases, per agreement between the City and MFRCC, as deliverables are completed.



OBJECTIVE: RACE EQUITY ADVIORY COMMISSION

OUTCOME	DELIVERABLES
<p>Outcome 1: Provide a framework and resources for the Race Equity Advisory Commission to fulfill the commission's duties as established by the City Council.</p>	<ul style="list-style-type: none">• Designate a facilitated dialogue outlined in Objective 1, Stakeholder Engagement, to include current Race Equity Advisory Committee members (past and present) , council members, and other community stakeholders to determine strengths, gaps, and needs with the current committee structure and effectiveness.• Review the City Council's established charter, and all related documents, for the Race Equity Advisory Commission (Strategic Source Review) .• Review comparative commissions, geographically and within local governments.• Review and incorporate innovate ideas with regard to frameworks, procedures, policies, and practices occurring in comparable DEI Advisory Committees in the private sector.• Recommend equity and inclusive based practices and behaviors that are transferable across the City's commissions, City Council, and workforce.

NOTE: All results and recommendations resulting from the Stakeholder Engagement objective will be included in the **DEI Strategic Plan Recommendation Report**. This report may be released in phases, per agreement between the City and MFRCC, as deliverables are completed.



OBJECTIVE: RACE EQUITY ADVIORY COMMISSION

OUTCOME	DELIVERABLES
<p>Outcome 1: Provide a DEI Strategic Plan inclusive of:</p> <ul style="list-style-type: none">• Stakeholder Engagement Objectives• DEI Position Objectives• Race Equity Advisory Commission Objectives• Strategies, policies, and procedures that advance equality and inclusion in the community & workplace.• Estimated costs and resources necessary for a DEI Strategic Plan Implementation, preferably with a phased approach.	<p>MFRCC Approach: MFRCC approaches this final objective as the culmination of all the work outlined previously in this proposal.</p>

NOTE: All results and recommendations resulting from the Stakeholder Engagement objective will be included in the **DEI Strategic Plan Recommendation Report**. This report may be released in phases, per agreement between the City and MFRCC, as deliverables are completed.



TIMELINE

- ★ Facilitated Dialogues (Internal)
- ★ Facilitated Dialogues (External)
- ★ Strategic Source Review
 - DEI Job Description
 - Equitable Recruiting Plan
 - Race Equity Advisory Commission Framework & Resources
 - DEI Strategic Plan

Nov 30: DEI Strategic Plan Recommendation Report



Project Kick-Off

Next Steps

Charlotte Nelson

From: Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Sent: Wednesday, September 27, 2023 4:39 PM
To: All City Personnel
Subject: Additional Sessions Added - DEI Facilitated Discussions

Please see the message below from Mayor Wheeler:

To all City Personnel,

In July, I shared with all of you the commitment that the City has to ensuring our workforce and our practices represent the broader community and provides a wide range of economic and career opportunities within a diverse workplace.

To advance our Diversity, Equity, and Inclusion (DEI) efforts in the workplace, we hired MFR Coaching & Consulting (MFRCC) to assist us as we move forward to shape a DEI strategic plan and create a job description and recruitment process for a DEI position.

As you recall and as part of this work, MFRCC is holding group meetings (facilitated discussions) with employees to assess the City's workplace culture and workforce leadership DEI capacity and skills. These discussions were scheduled for both non-managers/non-supervisors and separately for managers/supervisors.

The initial discussions occurred last week and continue into this week. Employees participating in the discussions so far have shared with the MFRCC team that they are hopeful that an additional non-manager/non-supervisor discussion can be scheduled to give more opportunity for employee input.

In response, we have scheduled an additional **non-manager/non-supervisor** group with MFRCC next week to obtain additional employee input for the internal facilitated discussions.

Please see the sessions below (must attend both sessions):

Format	Session 1: Capture feedback from the employees' perspective on workplace culture and workforce/leadership diversity, equity, and inclusion (DEI) capacity/skills.	Session 2: Solicit solutions to any identified culture issues and related DEI skill building for the City's workforce and leadership.	Location
In Person	Mon., Oct. 2nd 2:00 – 4:00 pm	Tues., Oct. 3rd 2:00 – 4:00 pm	Oyster Bay Training Room

I encourage any employee who has not previously participated and wants to do so to attend.

MFRCC has noted previously that your input in these discussions will be confidential and nothing that you say will be individually attributable to you. This includes notes. They do not take notes that include individuals' names, identities, or attributable information. I strongly support this confidentiality and ask that all participants honor their colleagues in this way as part of the DEI discussion sessions.

To register for the sessions above, please click [here](#).

I value your input so that, together, we may shape an inclusive culture in the City.

--Mayor Greg Wheeler

Jennifer Hayes
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INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

C1

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: 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