



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

WEDNESDAY, APRIL 16, 2025
CITY COUNCIL MEETING AGENDA

Council Members and staff will be participating in the meeting in-person, and the public is invited to attend. Or beginning at 5:30 PM, the public may participate remotely through one of the following options:

- *To stream online only (via BKAT Feed, with no interaction possible):*
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
- **Members of the public** are invited to join the Zoom Meeting by clicking on the link below:
<https://bremertonwa-gov.zoom.us/j/89694813320?pwd=Z0JvSXNhSFp1c0xhL1NxUjRhN20xUT09>
- *Or One tap mobile:*
US: +12532050468,,89694813320#,,, *173061# or +12532158782,,89694813320#,,, *173061#
- *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 +1 669 444 9171 or +1 669 900 6833
Webinar ID: 896 9481 3320; Passcode: 173061
Public questions or comments may be submitted ahead of time to City.Council@bremertonwa.gov

1. **BRIEFING**: 5:00 – 5:30 P.M. in **COUNCIL CONFERENCE ROOM 603**

- A. Review of Agenda
- B. General Council Business (*Only as necessary...*)

2. **CALL TO ORDER**: 5:30 P.M. in **FIRST FLOOR CHAMBERS**

3. **MAYOR'S REPORT**

4. **CONSENT AGENDA**

- [A.](#) Claims and Check Register
- [B.](#) Minutes of Council Meeting – April 2, 2025
- [C.](#) Minutes of Study Session – April 9, 2025
- [D.](#) Contract with Insituform Technologies, LLC for the 2025 Sewer Rehabilitation Project
- [E.](#) Contract with Northwest Cascade, Inc. for the Francis Street Outfall Stormwater Treatment Project
- [F.](#) Approval to Eliminate a Firefighter position and to Add a Firefighter/Paramedic position to the 2025 Authorized Staffing for the Fire Department
- [G.](#) Interlocal Agreement between the Suquamish Tribe and the City of Bremerton for Emergency Services

5. **PUBLIC RECOGNITION** – *To address the Council on any issues not already on the agenda. Please state your name for the record in person, and limit your comments to under 3-minutes*

6. **GENERAL BUSINESS**

- [A.](#) Acceptance of the Lodging Tax Advisory Committee's 2025 Revised Funding Recommendations

7. **COUNCIL MEMBER REPORTS**

8. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**



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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: April 16, 2025

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-2344

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 410670-410736 and EFT Numbers V43298-V43351 in the grand total amount of \$1,078,623.28
2. Regular Payroll for pay period ending March 31, 2025, in the amount of \$1,102,329.82
3. Regular Payroll pay out for pay period ending March 31, 2025 in the amount of \$964.30

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the Claims & Check Register as presented.

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4B

SUBJECT:

Minutes of Council Meeting – April 2, 2025

Study Session Date: N/A

COUNCIL MEETING Date: April 16, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Council Meeting held on April 2, 2025 are attached.

ATTACHMENTS: Council Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the April 2, 2025 Council Meeting Minutes as presented.

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

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, April 2, 2025

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, April 2, 2025, at 5:00 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6th Street, Bremerton, Washington, with Council President Eric Younger presiding. Council Members present were Anna Mockler, Michael Goodnow, Jane Rebelowski, Jeff Coughlin, Denise Frey (remotely), and Jennifer Chamberlin. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers. Also present were City Attorney Kylie Finnell; Acting City Clerk Lindsey Victor; Legislative Assistant Christine Grenier; and IT Manager Dave Sorensen.

President Younger announced the City Council is conducting the Council Meeting in-person, and because community involvement is encouraged, the public is invited to also join the meeting in person, or participate via a remote option through Zoom or view on BKAT.

MAYOR'S REPORT – *Mayor Wheeler provided highlights of the following:*

- Haddon Park Community Build Day on April 19
- Water Management Job Shadowing with Western WA University Students
- 6th Street Preservation Project (Phase III)
- Planned Closures for Quincy Square Project Construction from April 14 to 18

CONSENT AGENDA

- 4A** – Check Numbers 410442 through 410669 and Electronic Fund Transfers V43161 through V43297 in the grand total amount of \$3,248,216.33; Regular Payroll for pay period ending March 15, 2025 in the amount of \$1,092,925.46; Regular Payroll Correction for pay period ending March 15, 2025 in the amount of \$588.34; and Retiree Payroll for pay period ending March 31, 2025 in the amount of \$36,250.83.
- 4B** – Minutes of Meeting – March 19, 2025
- 4C** – Minutes of Study Session – March 26, 2025
- 4D** – Confirm Reappointment of Kirsten Dahlquist to the Design Review Board
- 4E** – Confirm Reappointment of Erin Hatch to the Design Review Board
- 4F** – Authorization to Pre-Purchase Materials for the Central Bremerton Force Main Project
- 4G** – Interlocal Contract with Houston – Galveston Area Council (HGAC) Buy for Cooperative Purchasing
- 4H** – Approval of Collective Bargaining Agreement between the City of Bremerton and Teamsters Local 589; Approval of Management & Professional Employees Salary Schedule; and related Budget Amendment
- 4I** – ~~Approval of Director of Public Works & Utilities Job Description~~ **Heard under General Business**

There were no questions or comments from the public...

5:43 PM M/S/C/U (Mockler/Chamberlin) Move to approve the CONSENT AGENDA as presented.
Motion carried unanimously

President Younger announced that as indicated on the Agenda, Public Recognition provides an opportunity for attendees to address the Council on any issue not already on tonight's Agenda, and there will be no public comments accepted via Zoom, unless prior arrangements were made

through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting. We only ask that you state your name for the record and please limit your comments to 3-minutes or less. A timer system will be used so that everyone is treated fairly.

PUBLIC RECOGNITION – *Questions and comments from the public were submitted by Joslyn LaMadrid, Earl Burt, Naomi Levine, Andre, Chance, Travis Merrigan, Alden Bradford.*

GENERAL BUSINESS

6A – APPROVAL OF DIRECTOR OF PUBLIC WORKS & UTILITIES JOB DESCRIPTION:

Human Resources Manager Charlotte Nelson summarized that after review and updates, the action tonight before Council is approval of the Director of Public Works & Utilities job description.

Questions or comments from the public were provided by Travis Merrigan, Alden Bradford, with responses provided by City Attorney Kylie Finnell and Ms. Nelson.

6:10 PM Motion was made by Chamberlin and seconded by Mockler. Questions and comments were provided by Chamberlin, Mockler, Coughlin, Rebelowski, Younger; with responses provided by Ms. Nelson.

6:21 PM M/S/C (Chamberlin/Mockler) Move to approve the Director of Public Works & Utilities job description as presented. ***Motion carried***

Voted in Favor of Motion: Frey, Coughlin, Rebelowski, Goodnow, Chamberlin, Younger

Voted Opposed to Motion: Mockler

Motion carried; 6-Yes; 1-No

6B – ORDINANCE NO. 5510 TO AMEND BMC CHAPTER 5.06 ENTITLED “RENTAL PROPERTY REGISTRATION”:

City Attorney Kylie Finnell and Department of Community Development Andrea Spencer provided a presentation. This is the third time the ordinance amending BMC Chapter 5.06 is presented at Study Session. We will present recent revisions to the proposed ordinance developed through a cooperative effort between the City Council, Department of Community Development, City Attorney's Office and Kitsap Legal Aid Services.

BMC 5.06, was adopted in 2013 and rental property registration has been required in Bremerton since that time. The primary purpose of the Rental Property Registration code is to ensure “...the maintenance of quality rental housing in the City...” BMC 5.06.010. Rather than the City conducting inspections or requiring landlords to provide third-party inspections, BMC 5.06 requires that landlords register with the City and certify their rental units comply with required health and safety standards. These standards protect tenants, the public, and the City's first responders.

The amendments proposed do not add any new requirements or fees to landlords.

The substantive amendments to BMC Chapter 5.06 are as follows: 1) require rental property registration as a prerequisite for an eviction and 2) require relocation assistance for tenants who must vacate rental properties city officials deem immediately dangerous to life, limb, property or safety of the public or occupants of the property.

There were no questions or comments from the public...

6:37 PM Motion was made by Chamberlin and seconded by Coughlin. Questions and comments were provided by Chamberlin, Coughlin, Frey, Rebelowski, Mockler, Younger, Chamberlin, Mockler, Younger, Mockler; with responses provided by Ms. Finnell and Ms. Spencer.

7:03 PM M/S/C/U (Chamberlin/Coughlin) Move to approve Ordinance No. 5510 amending Bremerton Municipal Code Chapter 5.06 entitled "Rental Property Registration". ***Motion carried unanimously***

President Younger called a break from 7:04 to 7:15 PM...

6C – SERVICES AGREEMENT WITH NOVOA GLOBAL, INC. FOR AUTOMATED TRAFFIC

SAFETY PROGRAM: Contracts Administrator **Melinda Monroe** summarized that the City would like to enter into contract with Novoa Global, Inc. for automated traffic safety systems at signalized intersections and school zones via the 2022 City of Everett Automated Traffic Safety Camera Program RFP 022-02. **Heidi Traverso** of Novoa Global, Inc. provided a presentation.

Questions or comments from the public were provided by **Naomi Levine**, with responses provided by **Ms. Monroe**.

7:27 PM Motion was made by Goodnow and seconded by Chamberlin. Questions and comments were provided by Goodnow, Chamberlin, Rebelowski, Mockler; with responses provided by **Ms. Monroe**, **Ms. Traverso**, and **Ms. Finnell**.

7:41 PM M/S/C/U (Goodnow/Chamberlin) Move to approve Services Agreement with Novoa Global, Inc and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented. ***Motion carried unanimously***

6D – CONTRACT MODIFICATION AGREEMENT NO. 2 WITH HDR ENGINEERING, INC. FOR THE 6TH STREET ACTIVE TRANSPORTATION PROJECT:

Engineering Project Manager **Nick Ataie** explained that the 2024 – 2029 Capital Improvement Plan includes funding in the current annual budget for design of active transportation and safety improvements on the 6th Street corridor. The scope of work consists of a roadway re-channelization including the addition of continuous bike lanes from west of Wycoff Ave to Washington Ave. The initial agreement with HDR Engineering included site review, public outreach, and development of a conceptual alternative layouts. Contract Modification No. 1 included a time-only contract extension. Contract Modification No. 2 advances conceptual alternatives to final engineering including development of plans, specifications, and estimates. An additional open house will be hosted as part of this agreement including refinements to previously developed design concepts for further public input. Contract Modification No. 2 has been negotiated in the amount of \$374,682.22 increasing the overall contract not to exceed amount to \$566,432.22.

Questions or comments from the public were provided by **Dianne Iverson**, **Jacqueline Reid**, **Dylan Mendenhall**, **Shane Holman**, **Chance**, **Reama Schuldt**, **Travis Merrigan**.

8:03 PM Motion was made by Coughlin and seconded by Chamberlin. Questions and comments were provided by Coughlin, Chamberlin, Rebelowski, Mockler, Frey, Coughlin, with responses provided by **Mr. Ataie**.

8:20 PM M/S/C/U (Coughlin/Chamberlin) Move to approve the Contract Modification No. 2 with HDR for the 6th Street Active Transportation Project with a modification on page 7 at the end of paragraph 1 of section 6 to remove the period and to add ", as determined by counsel."; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented. ***Motion carried unanimously***

COUNCIL MEMBER REPORTS

Jennifer Chamberlin announced the next Stephenson Canyon Walking and Stewardship Group on Tuesday, April 22 at 4:00 PM starting at the trailhead by the City's Greenhouse.

Jeff Coughlin thanked the community for continuing to speak up at Council Meetings; and looked forward to addressing standards for "streeteries".

Jane Rebelowski provided a reminder that the Bridging the Gap Breakfast to benefit Bremerton Foodline on Tuesday, April 22 from 7:30 to 9:00 AM at the Kitsap Conference Center; and announced the next District 4 Town Hall Meeting on Thursday, May 1 from 5:00 to 6:30 PM at Bremerton Foodline featuring discussion with Community Development staff and former Mayor Lynn Horton on the "Rental Property Registration Ordinance" that was passed tonight.

Michael Goodnow announced that the Charleston Business District will be hosting a Spring Fling event on Saturday, April 12 from 12:00 to 4:00 PM.

Anna Mockler announced the next District 6 Town Hall Meeting on Monday, April 14 beginning at 5:00 PM at the Bremerton Public Works Facility located at 100 Oyster Bay Avenue North and that there was no planned guest speaker or theme; volunteers are needed for the Haddon Park Community Build Day on Saturday, April 19 beginning at 9:00 AM; shared the CDC Guidelines for COVID vaccinations for people 65 years and older; and recited a poem by Wislawa Szymborska.

President Younger announced the next Study Session on Wednesday, April 9 beginning at 5:00 PM in the Council Conference Room. The public is welcome to attend the meeting in-person or remotely via Zoom, but there will be no opportunity to comment and no action will be taken.

With no further business, **President Younger** adjourned the Council Meeting at 8:29 PM.

Prepared & Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 16th day of April, 2025.

ERIC YOUNGER, City Council President

Attest:

ANGELA HOOVER, City Clerk

EY:AH:CG

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT:

Minutes of Study Session – April 9, 2025

Study Session Date: N/A

COUNCIL MEETING Date: April 16, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Study Session held on April 9, 2025 are attached.

ATTACHMENTS: Council Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the April 9, 2025 Study Session Minutes as presented.

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

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, April 9, 2025

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, April 9, 2025 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council Vice President Jane Rebelowski presiding. Other Council Members present were Jennifer Chamberlin, Jeff Coughlin, Jane Rebelowski, Michael Goodnow, and Anna Mockler. Council President Eric Younger and Council Member Denise Frey were absent. Legislative Assistant Christine Grenier provided staff support.

Vice President Rebelowski announced that Study Sessions are always open for the public to attend in-person or view remotely, and that any of the items approved for action by the Council tonight will be placed on the April 16, 2025 Council Meeting Agenda (or as otherwise determined).

It was further established that questions or comments by the public may be submitted on any item at any time by email to City.Council@bremertonwa.gov. And reminded everyone that audio recordings will be available online within a few days following the meeting.

A. **INFORMATION ONLY PRESENTATION**

1. Utility Land Management Plan Update – Special Topics **Information only with no further action needed**

B. **AGENDA BILL BRIEFINGS**

1. Contract with Insituform Technologies, LLC for the 2025 Sewer Rehabilitation Project **Consent Agenda**
2. Contract with Northwest Cascade, Inc. for the Francis Street Outfall Stormwater Treatment Project **Consent Agenda**
3. Approval to Eliminate a Firefighter position and to Add a Firefighter/Paramedic position to the 2025 Authorized Staffing for the Fire Department **Consent Agenda**

Vice President Jane Rebelowski called a break from 6:26 to 6:36 PM.

4. Interlocal Agreement between the Suquamish Tribe and the City of Bremerton for Emergency Services **Consent Agenda**

Due to appearance of fairness, Council Members **Jeff Coughlin** and **Michael Goodnow** recused themselves from discussion on the following item...

5. Acceptance of the Lodging Tax Advisory Committee's 2025 Revised Funding Recommendations **Discussion continued to Pre-Council Briefing**

C. **GENERAL COUNCIL BUSINESS**

1. Public Safety Committee Briefing (Last Meeting 4/3/25) – Chair Michael Goodnow
2. Regional and Other Committee/Board Briefings
3. Other General Council Business was also discussed.

Vice President Rebelowski announced the next Council Meeting will be on April 16, 2025 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center. He further established that the public is invited to attend in person or remotely, but anyone wishing to speak during Public Recognition via Zoom must submit their request through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting.

With no further business, the Study Session was adjourned at 7:16 PM.

Prepared & Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 16th day of April, 2025.

ERIC YOUNGER, Council President

ATTEST:

ANGELA HOOVER, City Clerk

EY:AH:CG

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Contract with Insituform Technologies, LLC
for the 2025 Sewer Rehabilitation Project

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Public Works & Utilities

Presenter: David Powell

Phone: (360) 979-7682

SUMMARY: The project will rehabilitate approximately 6545 lineal feet of sanitary sewer and 1632 lineal feet of storm sewer using the cure-in-place-pipe (CIPP) method. The project also includes approximately 5422 lineal feet of cleaning and video inspection of additional pipe in support of future lining projects. The pipes range in size from 8-inch to 21-inch diameter.

Three bids were submitted, which were opened on March 26, 2025. The lowest responsive, responsible bid was Insituform Technologies, LLC who submitted a bid in the amount of \$771,557.97 including sales tax.

Insituform Technologies, LLC has worked with the city on past projects, including 2023 Sewer Rehabilitation. Based on past projects, staff believes Insituform Technologies, LLC can successfully complete this work.

ATTACHMENTS: 1. Contract; 2. Location Map; and 3. Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): The budget amount in the 2025 Wastewater Capital Budget and Stormwater Capital Budget for this project is \$900,000 and \$250,000 respectively.

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION: Move to award the contract for the 2025 Sewer Rehabilitation project to Insituform Technologies, LLC in the amount of \$771,557.97, including sales tax, 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

(Page 1 of 3)

THIS AGREEMENT is dated the ____ day of _____ in the year 2025 by and between **City of Bremerton** (hereinafter called CITY) and **Insituform Technologies, LLC** (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **2025 Sewer Rehabilitation**

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Substantial Completion within 135 calendar days of the Notice to Proceed. Time is of the essence as to each and every deadline set forth in this agreement. This provision has been specifically negotiated.

ARTICLE 3. LIQUIDATED DAMAGES.

CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.8 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of **\$1200 per day** after the date of Substantial Completion.

ARTICLE 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2 of the Special Provisions.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

Contractor Initials

CONTRACT

(Page 2 of 3)

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following which are either attached or incorporated herein by reference:

- Notice Inviting Bids,
- Bidders Checklist,
- Bid Proposal including the Proposal Forms, Information Required of Bidder, Bid Bond, and all required certificates and affidavits,
- Performance Bond,
- Payment Bond,
- Standard Specifications,
- Amendments to the Standard Specifications,
- Appendices,
- Special Provisions,
- Contract Plans,
- Addenda numbers 1 to 2 , inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Section 1-04.4 of the Standard Specifications which may be modified by the Special Provisions.

ARTICLE 7. INDEMNIFICATION.

The CONTRACTOR and CITY acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, sub consultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

Contractor Initial

CONTRACT

(Page 3 of 3)

ARTICLE 8. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CITY, in its sole discretion, may refuse to allow the CONTRACTOR to assign any or all of its duties, rights and/or responsibilities under the Agreement, except with regards to an assignment of funds for security purposes. In the case of an assignment for security purposes the CITY may condition its approval to the extent it deems necessary to assure that there will be adequate funds to complete the WORK and to pay a subcontractors and suppliers.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY : City of Bremerton

CONTRACTOR Insituform Technologies, LLC

(Signature)

(Signature)

By Greg Wheeler, Mayor
(Printed name)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

Agent for service of process:

(Signature)
City Attorney
(Title)

CONTRACT CERTIFICATE (IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ President
of the Corporation, be and is hereby authorized to execute the CONTRACT dated _____, 2025, by and between this Corporation and **City of Bremerton** and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 2025.

Secretary

(SEAL)

CONTRACT CERTIFICATE (IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the CONTRACT dated _____, 2025, by and between this Partnership and **City of Bremerton** and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2025.

Partner

(SEAL)

CONTRACT CERTIFICATE (IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the CONTRACT dated _____, 2025, by and between this Joint Venture and **City of Bremerton** and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2025.

Managing Partner

(SEAL)

CONTRACT CERTIFICATE (IF LIMITED LIABILITY COMPANY)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Members of the _____

a Limited Liability Company existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that _____, and _____ as members of the Limited Liability Company, be and are hereby authorized to execute the CONTRACT dated _____, 2025, to the **City of Bremerton** by this Limited Liability Company and that their execution thereof shall be the official act and deed of this Limited Liability Company."

I further certify that said resolution is now in full force and effect.

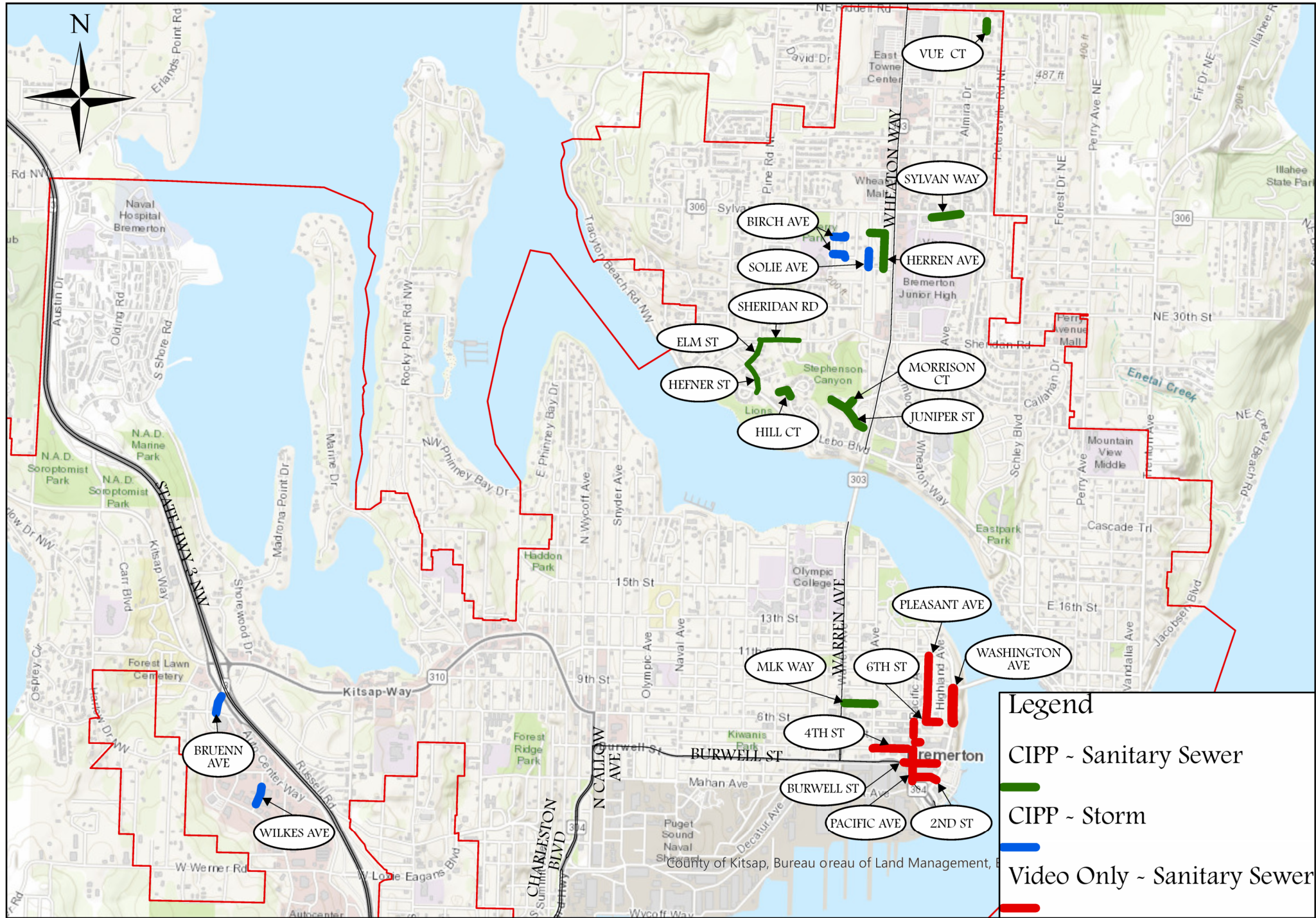
IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2025.

A Limited Liability Company

By: _____
Member

By: _____
Member

(SEAL)



Legend

- CIPP - Sanitary Sewer
- CIPP - Storm
- Video Only - Sanitary Sewer

CITY OF BREMERTON BID TABULATION

BID TITLE:	CIPP 2025 SEWER			OPENED BY:	Lindsey Victor
DATE OPENED:	MARCH 26, 2025	TIME OPENED:	1:30PM	RECORDED BY:	Denton Lynch / Alex Daugherty

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
Iron Horse LLC	y			\$1,160,975.37
Insitiform	y			\$771,557.97
SAK Pipeline	y			\$969,912.02

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	\$ 995,598.82
APPARENT LOW BIDDER Insitiform	\$ 771,557.97
SECOND LOW BIDDER SAK Pipeline	\$ 969,912.02
THIRD LOW BIDDER Iron Horse LLC	\$ 1,160,975.37

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Contract with Northwest Cascade, Inc. for
the Francis Street Outfall Stormwater
Treatment Project

Study Session Date: April 9, 2025
COUNCIL MEETING Date: April 16, 2025
Department: PW&U
Presenter: D. Dinkuhn
Phone: (360) 473-5331

SUMMARY:

This Contract provides for improvements to the existing stormwater outfall to Kitsap Lake at Francis Street. Improvements include installation of stormwater treatment vaults to reduce pollutant loading to Kitsap Lake and increasing the conveyance capacity of the outfall. Six bids were received and opened on March 27, 2025. Northwest Cascade, Inc. was the lowest responsive bidder with a total bid in the amount of \$1,366,366.00.

ATTACHMENTS:

1. Contract
2. Vicinity Map
3. Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the 2025 Stormwater budget.

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the contract with Northwest Cascade, Inc. in the amount of \$1,366,366.00 for the Francis Street Outfall Stormwater Treatment 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

CONTRACT

(Page 1 of 4)

THIS AGREEMENT is dated the _____ day of _____ in the year 20____, by and between the **City of Bremerton** (hereinafter called CITY) and

Northwest Cascade, Inc.
(hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **Francis Street Outfall Stormwater Treatment Project**.

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Physical Completion within **60** working days after the commencement date stated in the Notice to Proceed. Time is of the essence as to each and every deadline set forth in this agreement. This provision has been specifically negotiated.

ARTICLE 3. LIQUIDATED DAMAGES.

CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.9 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount calculated in accordance with Special Provisions Section 1-08.9, Liquidated Damages, per day after the date of Physical Completion for each phase..

ARTICLE 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2 of the Special Provisions.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

Contractor Initials

CONTRACT

(Page 2 of 4)

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following attachments to this Contract:

- Notice Inviting Bids,
- Bidders Checklist,
- Bid Proposal including the Proposal Forms, Information Required of Bidder, Bid Bond, and all required certificates and affidavits,
- Performance Bond,
- Payment Bond,
- Standard Specifications,
- Amendments to the Standard Specifications,
- Special Provisions,
- Appendices
- Contract Plans,
- Addenda numbers _____ to _____, inclusive,
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Section 1-04.4 of the Standard Specifications which may be modified by the Special Provisions.

ARTICLE 7. INDEMNIFICATION.

The CONTRACTOR and CITY acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, subconsultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

Contractor Initials

CONTRACT

(Page 3 of 4)

ARTICLE 8. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CITY, in its sole discretion, may refuse to allow the CONTRACTOR to assign any or all of its duties, rights and/or responsibilities under the Agreement, except with regards to an assignment of funds for security purposes. In the case of an assignment for security purposes the CITY may condition its approval to the extent it deems necessary to assure that there will be adequate funds to complete the WORK and to pay a subcontractors and suppliers.

ARTICLE 9. THIRD PARTY BENEFICIARY

All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of the contract, with full rights as such.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

ARTICLE 11 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.

Contractor Initials

CONTRACT

(Page 4 of 4)

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY: City of Bremerton

CONTRACTOR: _____

By _____

By

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

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

License No. _____

Approved as to Form:

(Signature)

Agent for service of process:

(Title)



FRANCIS STREET OUTFALL
STORMWATER TREATMENT
PROJECT VICINITY MAP

MARCH 31, 2025

CITY OF BREMERTON BID TABULATION

BID TITLE:	FRANCIS STREET OUTFALL			OPENED BY:	Lindsey Victor
DATE OPENED:	MARCH 27, 2025	TIME OPENED:	11:00AM	RECORDED BY:	David Dinkuhn/Ryan Nash

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
Sound Pacific Construction LLC	✓			1,389,714
Nordland Construction NW	✓			1,924,922
Reaglands	✓			1,515,321
Pape and Jones Construction Inc	✓			1,399,990
Northwest Cascade Inc	✓			1,366,366
Active Construction Inc	✓			1,434,434

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	\$
APPARENT LOW BIDDER Northwest Cascade Inc	\$ 1,366,366
SECOND LOW BIDDER Sound Pacific Construction LLC	\$ 1,389,714
THIRD LOW BIDDER Pape and Jones Construction Inc	\$ 1,399,990

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT:

Approval to Eliminate a Firefighter position
and to Add a Firefighter/Paramedic position
to the 2025 Authorized Staffing for the Fire
Department

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5380

SUMMARY: The Fire Department is requesting to eliminate a firefighter position and add a firefighter/paramedic position to the fire department's 2025 authorized staffing.

ATTACHMENTS: None

FISCAL IMPACTS (Include Budgeted Amount): The fiscal impact would be \$7595. This cost would be absorbed in the current Fire budget.

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to authorize the Bremerton Fire Department to eliminate a firefighter position and add a firefighter/paramedic position to the fire department's 2025 authorized staffing.

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4G

SUBJECT:

Interlocal Agreement Between the
Suquamish Tribe and the City of Bremerton:
Emergency Services

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Legal

Presenters: Brett Jette, Assistant
City Attorney

Phone: (360) 473-2345

SUMMARY: This interlocal agreement between the Suquamish Indian Tribe and the City of Bremerton is being made to work cooperatively to protect the health, safety, and welfare of all persons on the Tribe's trust properties described in the agreement. The City will provide public safety services at these properties in exchange for compensation.

ATTACHMENTS: Interlocal Agreement between the Suquamish Indian Tribe and the City of Bremerton regarding emergency services.

FISCAL IMPACTS (Include Budgeted Amount): No impact to 2025/2026 budget.

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION: Move to approve the Interlocal Agreement 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

Form Updated 04/19/2024

INTERLOCAL AGREEMENT BETWEEN THE SUQUAMISH INDIAN TRIBE AND THE CITY OF BREMERTON

This Interlocal Agreement ("Agreement") is entered into between the Suquamish Indian Tribe of the Port Madison Reservation, a federally recognized tribe whose duly authorized governing body is the Suquamish Tribal Council ("Tribe"), and the City of Bremerton ("City"), relating to certain properties within the boundaries of the City that are held in trust by the United States for the benefit of the Tribe and in the Tribe's Indian Country pursuant to 18 U.S.C. § 1151.

RECITALS

- A. The Tribe is a federally recognized Indian tribe, having governmental authority over all lands in its Indian Country, including without limitation all lands held in trust by the United States for the benefit of the Tribe and its citizens and their descendants; and
- B. The City is a municipal corporation of the State of Washington, chartered pursuant to Chapter 35.22 RCW; and
- C. The City is located within the Tribe's ancestral homelands, where the Tribe's citizens have lived since time immemorial, and the City acknowledges both the Tribe's exclusive historical occupancy of these homelands and the Tribe's particular interest and right to be consulted in matters of land use, development, public safety, and other matters affecting the Tribe's interests in these homelands; and
- D. The Tribe and the City have long maintained a productive and mutually beneficial government-to-government relationship; and
- E. The United States holds several properties in trust for the benefit of the Tribe located within the exterior boundaries of the City, which properties are by operation of federal law subject to the Tribe's governing authority; and
- F. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows Washington public agencies such as the City to enter into cooperative agreements to provide services more efficiently via mutual aid, sales and use tax revenue sharing, and other methods; and
- G. The City provides fire, law enforcement, and emergency medical services to persons within the City boundaries and as required by mutual aid or other interlocal agreement(s); and
- H. The Tribe maintains a "Tax Sharing Compact" with the State of Washington concerning the collection and administration of certain Washington State Business & Occupation, Washington State Sales and Use, and Local Sales and Use taxes on transactions between non-Indians that occur in the Tribe's Indian Country; and
- I. The Tribe and the City wish to work cooperatively to protect the health, safety, and welfare of all persons on the Tribe's trust properties described herein by establishing terms and conditions under which the City will provide public safety services at these properties in exchange for reasonable compensation from the Tribe;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants contained herein, the Tribe and the City agree as follows:

- 1 **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to extend certain public safety services to the Tribe, identify those persons responsible for administering these services, and define the responsibilities of the parties as contemplated in RCW 39.34.030.
- 2 **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement, nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 3 **ADMINISTRATOR.** The City's Mayor or designee and the Tribe's Tribal Council Chairman or designee will administer this Agreement for each party and will meet as needed for the purpose of reviewing and discussing the operations and performance of the services described herein. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.
- 4 **SCOPE OF SERVICES.** The City will provide the services identified in Attachment A ("Scope of Services"), which is attached and incorporated in full by reference (the "Services"), to the Tribe at the properties identified in Attachment B ("Property" or "Properties"). In general, the City will provide law enforcement, fire, and emergency medical services to all persons on the Properties when dispatched by Kitsap 911, in the same manner as the City responds to other properties within its jurisdiction. The City will also conduct routine law enforcement patrols and respond to non-emergency calls for law enforcement services at the Properties in the same manner as the City conducts such routine patrols in and around, and responds to such non-emergency calls from, other properties within its jurisdiction.
- 5 **CRIMINAL JURISDICTION AND LAW ENFORCEMENT COOPERATION.** To ensure the appropriate exercise of criminal jurisdiction in the context of the Services provided under this Agreement and under federal law, the parties agree that they will carry out their obligations under this Agreement regarding law enforcement matters under the conditions enumerated in this Section. For the purposes of this Agreement, "Indian" means an enrolled member of a federally recognized Indian tribe.
 - a. For crimes involving Non-Indian suspects, the City will exercise criminal jurisdiction. Tribe may exercise criminal jurisdiction as available under federal law.
 - b. For crimes involving Indian suspects, the Tribe and the City will exercise concurrent criminal jurisdiction. As a general matter the City's police will not ask suspects about their race, ethnicity, nation of origin, or cultural group as part of their response to a criminal incident, but if a suspect self-identifies as Indian or if

a third party identifies the suspect as Indian, then the parties will perform the following protocols:

- i. The City's police will contact the Suquamish Tribal police department as soon as is practicable to determine how the Tribe's police wish to proceed. This contact may occur after booking the suspect into jail, if the suspect does not self-identify or is not identified as Indian prior to booking.
 - ii. If the Suquamish Tribal police department wants custody of an Indian suspect, they will send an officer to the suspect's location to take custody. At the request of the Tribe's police, the City's police will detain the Indian suspect for a reasonable time prior to booking to enable the Tribe's police to take custody.
 - iii. If an Indian suspect is not booked, and a report is taken, the City's police will forward the incident report to the Tribe's police.
 - iv. If the Tribe determines that a suspect is not Indian, the Tribe's police will notify the City's police, and as necessary, refuse custody or transfer custody of the suspect to the City as soon as is practicable.
 - v. For violent crimes, the City's police will notify the Tribe's police as soon as is practicable, and the Tribe's police will respond as promptly as practicable and will notify the Federal Bureau of Investigation ("FBI") of the matter for further response and investigation if required by federal law. The City's police will secure the scene at a minimum which includes preserving evidence, rendering medical aid, and attempting to identify suspects, witnesses, and victims. Local police will also coordinate with the Tribe's police and with the FBI upon their arrival.
 - vi. The Tribe's and the City's police chief(s) will establish additional agreed protocols as necessary to implement the requirements of this Section.
 - vii. The Tribe will ensure that the Suquamish Police will respond directly to calls from the Property involving the Tribe's citizens.
- c. Law enforcement officers acting pursuant to this Agreement will provide information concerning their investigation of any alleged criminal activity to the "primary agency," and will otherwise cooperate with the investigative efforts of that primary agency. For the purposes of this Agreement, the primary agency for investigating the criminal activity of a non-Indian suspect is the City, and the primary agency for investigating the criminal activity of an Indian suspect is the Tribe. Until it is determined whether a suspect is Indian, the Tribe's police and the City's police will provide information and cooperate with the investigative efforts of the other agency.

6 COMPENSATION.

- a. Compensation for the Services provided is the actual cost of providing the Services, subject to the limit(s) identified in Attachment C ("Compensation") which is attached and incorporated in full by reference. The parties may agree to the establishment of different methods for calculating the Compensation due for

Services delivered at different Properties, depending upon the circumstances of each Property. The parties further agree that should the undeveloped properties identified in Attachment B (“The Properties”) be developed, the compensation structure currently negotiated within this Agreement, including, but not limited to, the “maximum compensation” cap referenced in Attachment C shall be renegotiated.

- b. The Tribe is a party to a Tax Sharing Compact (the “Compact”) with the State of Washington dated February 1, 2021. Under the terms of that Compact, the Properties are located within the Tribe’s “Compact Covered Area,” and therefore if a “Nonmember Business” conducts any “Qualified Transaction,” on a Suquamish Tribe Trust property within the City limits, the City will receive local sales and/or use tax(es) on that transaction. Once a Property governed by this Agreement generates such local sales and/or use tax(es) for the City, the Tribe’s obligation under this Agreement to pay compensation to the City for Services delivered to that Property will cease, and the Tribe will have no obligation to pay the City compensation for Services for as long as a Nonmember Business continues to operate on that Property. For the avoidance of doubt, to the extent the Tribe pays the City compensation for Services under this Agreement that were rendered after a “Nonmember Business” conducted any “Qualified Transaction” on a Property, the City will reimburse the Tribe the full amount of compensation received by the City for such Services within thirty (30) days after the Tribe’s written request. The Tribe agrees that it shall notify the City when a “Nonmember Business” is operating and conducting any “Qualified Transaction” on a Suquamish Tribe Trust property within the City limits.

7 **EFFECTIVE DATE/DURATION.** This Agreement shall be effective from the date of the last Party’s signature below through December 31, 2036, and will automatically renew every ten years thereafter, unless terminated. In no event will the Agreement become effective unless and until it is approved and executed by the duly authorized representative of both parties.

8 **FILING.** Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

9 **TERMINATION.** Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice to the other.

10 INDEMNIFICATION

- a. To the extent of its comparative liability, each party agrees to indemnify, defend, and hold harmless the other party, and the other party's elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, reasonable attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a party, any personal injury, or any bodily injury, sickness, disease,

or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which were determined by an appropriate adjudicatory authority having jurisdiction to be caused by an act or omission, negligent or otherwise, of the party, or its elected and appointed officials, employees, agents, or volunteers.

- b. **Participation in Defense, No Waiver.** A party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the party's indemnity obligations under this Agreement.
- c. **Survival of Indemnity Obligations.** All indemnity obligations shall survive the completion, expiration or termination of this Agreement.
- d. **Actions of Other Agencies.** If the City maintains or enters into a mutual-aid or other agreement for the provision of any of the Services described in this Agreement at the Properties by a third-party agency, the City will, to the extent of such third-party agency's comparative liability, indemnify the Tribe against claims arising from the acts or omissions of those agencies and their elected and appointed officials, employees, agents, and volunteers.

11 DISPUTE RESOLUTION PROCEDURES. In the event of a dispute between the Tribe and the City concerning the performance of their obligations under this Agreement they will, as a condition precedent to undertaking any other process or procedure, do the following:

- a. One or both of the parties will issue a written notice to the other party of the initiation of a dispute. The notice will include the other party's description of the alleged breach of this Agreement and the facts and circumstances causing that breach.
- b. Within thirty (30) days of the other party's receipt of that notice, that party will respond to the notice in writing. The Tribe's Tribal Chairman, the City's Mayor, or their respective designees, will then hold an in-person meeting to discuss the content of the notice and the written response, and attempt to resolve the dispute in good faith.
- c. Should the parties fail to achieve an acceptable resolution of the dispute within thirty (30) days after holding the in-person meeting, either party may make a demand in writing to hold a formal mediation of the dispute. The notifying party will also notify the American Arbitration Association of the demand for mediation, and the parties will conduct the mediation with a single mediator under the Mediation Rules of the American Arbitration Association ("AAA"), with each party equally sharing the cost of the mediation. The parties will reasonably cooperate with one another in the selection of the mediator and the time and place of the mediation, but should they fail to reach agreement on any of these selections within thirty (30) days of the demand for mediation, they will direct the AAA to make the selections for them. The parties will mediate in good faith.

- d. Should the parties fail to achieve an acceptable resolution of the dispute within thirty (30) days after holding the formal mediation, then they may bring an action to enforce the terms of this Agreement in the U.S. District Court for the Western District of Washington.

12 LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Tribe hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the City arising under this Agreement. This limited waiver of sovereign immunity applies only between the parties to this Agreement. It does not extend to any other person or entity. This limited waiver of sovereign immunity is conditioned upon the City's strict adherence to the Dispute Resolution procedures enumerated in this Agreement, and includes judicial actions for money damages, injunctive relief, and/or declaratory relief resulting from the Tribe's material breach of this Agreement. The limit of any indemnification claim against the Tribe hereunder will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, the City will look only to the proceeds of the insurance procured by the Tribe hereunder. Any such claim, action, or proceeding may be brought and maintained only in the U.S. District Court for the Western District of Washington. This limited waiver of sovereign immunity does not extend to claims that may be pursued under the Federal Tort Claims Act, 28 U.S.C. Chapter 171.

13 REQUIRED INSURANCE. During the term of this Agreement, each party shall maintain in force at its own expense the insurance noted below.

- a. Commercial General Liability ("CGL") on an occurrence basis, with a combined single-limit of not less than \$2,000,000 per occurrence. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Agreement.
- b. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 per claim, incident, or occurrence. Coverage will apply to liability for error, omission, or negligent acts arising out of or related to this Agreement.
- c. Automobile Insurance with a limit of not less than \$ 1 million per occurrence. Coverage shall include owned, hired, and non-owned automobiles.
- d. Workers' Compensation Insurance in compliance with RCW 51.12.020, or the equivalent, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000.
- e. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage without 30-days prior notice to the other Parties.

14 CONTROLLING LAW. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Washington, as if applied to transactions entered into and to be performed wholly within the State of Washington.

15 **PROPERTY.** The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.

16 **NOTICE.** All notices will be delivered in writing to the City's Mayor or the Tribe's Tribal Attorney. Notice mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

17 **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement.

18 **INDEPENDENT CAPACITY.**

- a. The employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents, or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party.
- b. Each party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs, benefits, and expenses for its employees. Each party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

19 **PUBLIC RECORDS ACT**

- a. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.
- b. Each party agrees to notify the other party within three (3) business days of the receipt of a public record request regarding this Agreement or the Services provided.

20 **CHANGES, MODIFICATIONS, AND AMENDMENTS.** This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto. While reserving all other authorities to modify this Agreement, the parties hereby authorize their

Administrators and their designees to agree to amend the Attachments for the limited purposes of modifying the Scope of Services to meet their respective operational needs, the Properties covered by the Services, and the Compensation for the Services, without the requirement of further action of the City's City Council or the Tribe's Tribal Council.

- 21 NO THIRD-PARTY RIGHTS. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
- 22 ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
- 23 WAIVER. A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
- 24 SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
- 25 SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
- 26 HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement
- 27 ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- 28 COUNTERPARTS. This Agreement may be executed in any number of counterparts, and with facsimile, email, or electronic signatures, all of which shall be deemed to constitute one and the same instrument, with each counterpart deemed an original.
- 29 AUTHORIZATION. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

SUQUAMISH INDIAN TRIBE OF THE
PORT MADISON RESERVATION

CITY OF BREMERTON

Leonard Forsman, Chairman

Date: _____

ATTEST:

Irene Carper, Secretary

Approved as to form:

Timothy W. Woolsey, Tribal Attorney

Greg Wheeler, Mayor

Date: _____

ATTEST:

Angela Hoover, City Clerk

Approved as to form:

Kylie J. Finnell, City Attorney

ATTACHMENT A SCOPE OF SERVICES

The City of Bremerton (“City”) will provide the following Services to the Suquamish Indian Tribe (“Tribe”) at the Tribe’s Properties described in Attachment B.

1. Law Enforcement. The City will provide the following law enforcement services at the Properties:
 - a. Response to the Properties when dispatched by Kitsap 911, in the same manner as it responds to other properties within the City;
 - b. Response to non-emergency calls and requests for assistance at the properties, in the same manner as it responds to such calls and requests for assistance to other properties within the City;
 - c. Routine patrols, in the same manner as it conducts routine patrols of other properties within the City;
 - d. Detention of Indian suspects for a reasonable time prior to booking to enable the Tribe’s police to take custody;
 - e. Prosecution of suspects over whom the City is empowered to exercise criminal jurisdiction hereunder, whose criminal activity occurred on the Properties;
 - f. Administration of sentence of convicted offenders over whom the City is empowered to exercise criminal jurisdiction hereunder, whose criminal activity occurred on the Properties, including without limitation incarceration, probation, diversion, or other criminal sanction;
 - g. Transportation of non-Indian suspects from the Properties to the Kitsap County Jail or other detention facility, and transportation of suspects from the Properties to a medical facility if medical care is deemed reasonably necessary.
2. Fire. The City will provide emergency fire services at the Properties when dispatched by Kitsap 911, in the same manner as it responds to other properties within the City boundaries.
3. Emergency Medical Services. The City will provide emergency medical services at the Properties when dispatched by Kitsap 911, in the same manner as it responds to other properties within the City boundaries.

ATTACHMENT B
THE PROPERTIES

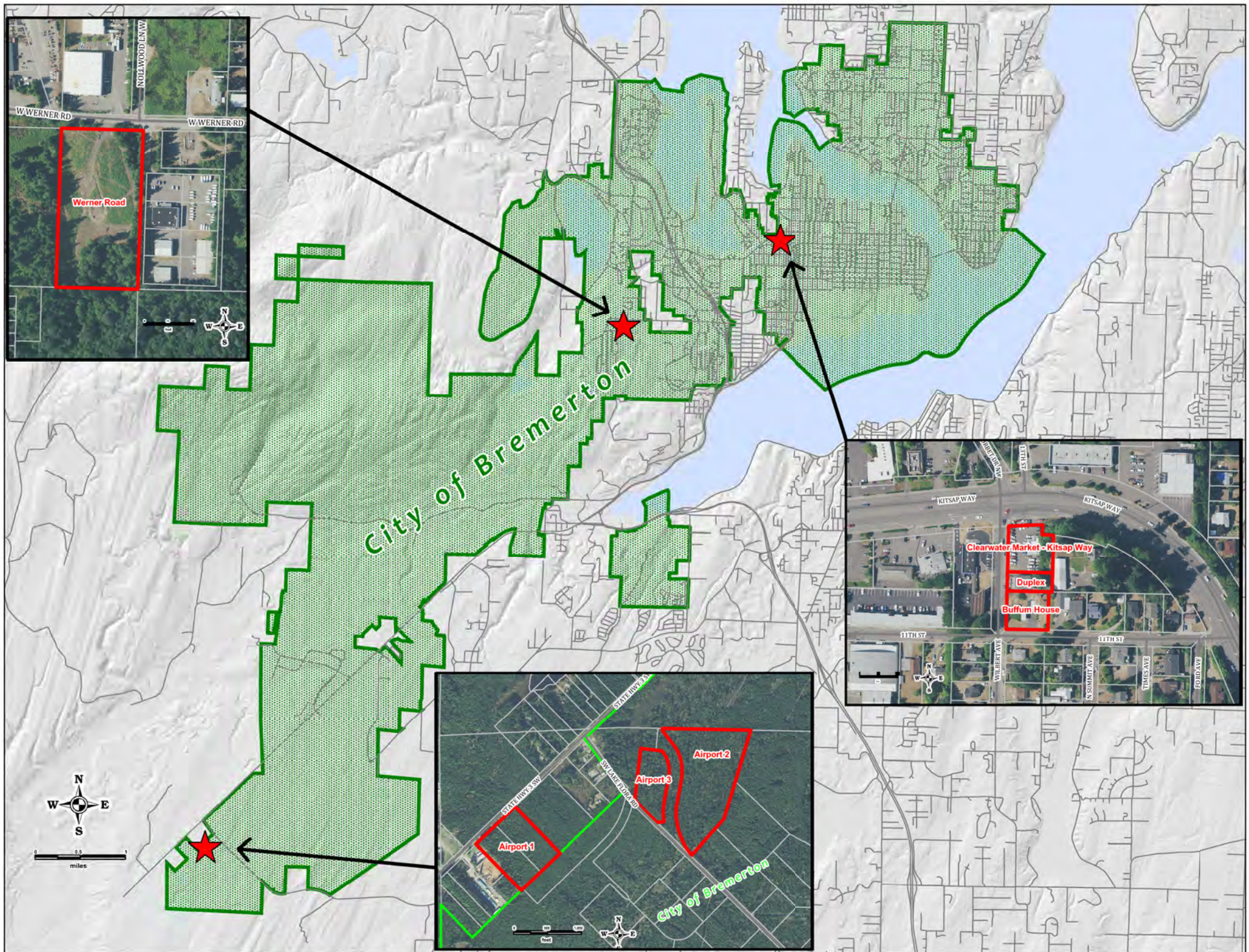
The City of Bremerton (“City”) will provide the Services described in this Agreement at the following properties:

Property Name	Street Address	Parcel Number	Current Use
Clearwater Market – Kitsap Way	3235 Kitsap Way	3787-000-015-0303	Smoke Shop and Convenience Store
Duplex	110 Wilbert Ave	3787-000-015-0402	Residential Rental
Buffum House	3210 11 th Street	3729-000-009-0005	Residential Rental
Werner Road	6005 W Werner Road	202401-1-005-2006	Undeveloped
Airport 1	N/A	222301-2-023-1003 222301-2-024-1002	Undeveloped
Airport 2	N/A	222301-1-027-1001	Undeveloped
Airport 3	N/A	222301-1-030-1006	Undeveloped

ATTACHMENT C COMPENSATION

In exchange for the Services provided by the City of Bremerton (“City”) hereunder, the Suquamish Indian Tribe (“Tribe”) will pay compensation to the City as described below.

- 1 The Tribe will reimburse the City for the City’s reasonable actual costs of providing the Services at the Properties described herein. The City will track these actual costs throughout the calendar year, and in the First Quarter of the following calendar year will invoice the Tribe for either the City’s actual costs incurred during the previous calendar year, or for the Maximum Compensation described in this Attachment C, whichever amount is lower. The Tribe will review and submit payment in response to the City’s invoice within ninety (90) days of receipt.
- 2 Actual Costs. For the purpose of this Attachment, the reasonable actual costs that the City may bill to the Tribe include:
 - The actual cost of City law enforcement, fire, and emergency medical personnel response and provision of Services to the Properties, as demonstrated by employee time and payroll records, or by other mutually acceptable method;
 - Reasonable administrative costs of other City Departments which are properly allocable to the delivery of the Services by City law enforcement, fire, and emergency medical personnel;
 - A reasonable portion of law enforcement, fire, and emergency medical personnel equipment and supplies which is properly allocable to the delivery of the Services by City law enforcement, fire, and emergency medical personnel.
- 3 Maximum Compensation. In no event will the compensation due to the City exceed Ten Thousand Dollars \$10,000 for the Services delivered in the first full calendar year of the Agreement (the “Maximum Compensation”). On January 1 of each following year, the Maximum Compensation will adjust according to the most recent twelve-month average Consumer Price Index, all Urban Consumers (“CPI-U”) published by the United States Bureau of Labor Statistics.
- 4 For administrative convenience the City may elect to charge the Maximum Compensation in any year of the Agreement; provided that at the Tribe’s sole discretion the Tribe may require the City to produce an accounting of the City’s actual costs incurred in providing Services under the Agreement in order to verify that the Maximum Compensation is not greater than the City’s actual costs. The Tribe’s obligation to issue payment will be suspended during that period of review, which the Tribe will not extend without good cause.



SUBJECT:

Acceptance of the Lodging Tax
Advisory Committee's
2025 Revised Funding Recommendations

Study Session Date:	April 9, 2025
COUNCIL MEETING Date:	April 16, 2025
Department:	City Council
Presenter:	Jennifer Chamberlin LTAC Chair
Phone:	(360) 473-5280

SUMMARY:

The Lodging Tax Advisory Committee (LTAC) received 18 requests for funding totaling \$1,077,865.

Direction provided by City Council when considering these requests included support of long-time community events, kick-starting new events, tourism-based organizations and venues, and municipal projects. Also, criteria provided by the City Council when evaluating the requests included consideration of economic impact, events or activities that draw tourists from 50 miles or more away, events or activities that focused on Bremerton's community, and requests that demonstrated collaboration with other community organizations.

Following the application process, interviews with the applicants were held on December 12, 2024 and January 10, 2025, followed by deliberations on February 7. During the February 26 Study Session, LTAC presented their recommendations for Council's consideration which included funding for all of the applicants.

Council then proposed a change (Quincy Square) and remanded the recommendations to LTAC for consideration and response. On March 28, the LTAC held a meeting, which included discussion and an opportunity for public comment. The outcome was that a majority of the LTAC agreed with the proposed change since this would meet the intended use of lodging tax.

The Revised Funding Recommendations include funding for all of the applicants with a total allocation of \$433,500 (Exhibit A). And included in the City's 2025 Budget are continued annual commitments to the Kitsap Conference Center for \$250,000 and \$150,000 for the Admiral Theatre, for a grand total of \$833,500 for Fiscal Year 2025.

The recommendations are now resubmitted for Council's final approval.

ATTACHMENTS: 1) Summary of Requests & Recommendations 2) Exhibit A – LTAC Funding Recommendations for 2025

FISCAL IMPACTS (Include Budgeted Amount): RCW 67.28 specifies that the LTAC's recommendations may either be accepted or rejected. If any individual recommendation is rejected by City Council, then the proposed change must be submitted to the LTAC for review and comment, allowing for up to 45 days before final action on the funding is taken.

Funding may only be allocated to the list of eligible applicants provided by the LTAC.

A delay in funding could potentially impact event planning in progress by organizations.

STUDY SESSION ACTION: ☐ Consent Agenda ☒ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to accept the Lodging Tax Advisory Committee's 2025 Revised Funding Recommendations per Exhibit A.

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

2025 FUNDING REQUESTS & LTAC RECOMMENDATIONS

Applicants	Requests	Recommendations
Collective Visions Gallery	\$10,000	\$5,000
Bremerton Rotary	\$50,000	\$14,000
Bremerton Symphony	\$25,000	\$17,000
Puget Sound Navy Museum	\$7,500	\$6,000
Sunny Jack Events	\$150,000	\$60,000
Kitsap History Museum	\$60,910	\$24,000
Enoch Arts	\$19,000	\$5,000
Bremerton Historic Ships	\$55,000	\$50,000
Visit Kitsap	\$129,450	\$40,000
WayzGoose Kitsap	\$16,000	\$7,500
Kitsap Bazaar	\$10,000	\$3,500
Greater Kitsap Chamber of Commerce	\$202,505	\$50,000
Bremerton Roxy Foundation	\$25,000	\$20,000
WA State Science & Engineering Fair	\$47,500	\$35,500
Kitsap Building Association	\$75,000	\$15,500
Downtown Bremerton Association	\$125,000	\$30,500
New Life Community Development Agency	\$25,000	\$5,000
City of Bremerton - Quincy Square	\$45,000	\$45,000
Total Requests Received	\$1,077,865	\$433,500

Continued Funding	
Kitsap Conference Center	\$250,000
Admiral Theatre Foundation	\$150,000
Total Continued Funding	\$400,000

Total 2025 Lodging Tax Funding	\$833,500
---------------------------------------	------------------

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

Organization	Role in Tourism & Location	Proposed Event/Project Highlights	Proposed Use of Funding	Requests	Recommendations
Kitsap Bazaar <i>New Applicant</i>	Community Events Locations in Bremerton TBD	Sasquatch Festival (April - June TBD)	Event Operations	10,000	\$3,500
		PNW Holiday Market (Nov - Dec TBD)			
		Potential collaboration with other festivals and markets or off season			
		Estimated 1,000 Visitors/Event Estimated 300 for Overnight Stays			
Collective Visions Gallery	Venue & Arts Events Council District 3 - Pacific Avenue	Juried Art Show (Jan - Feb)	Event Marketing & Operations Venue Operations during Event	10,000	\$5,000
		Events during First Friday Artwalk			
		Considering collaboration with DBA & Arts Commission			
		Estimated 2,000+ Visitors/Year Estimated 400 for Overnight Stays			
Enoch Arts <i>New Applicant</i>	Venue & Arts Events Council District 2 - Lebo Boulevard	6 Productions (Feb-Nov)	Event Marketing & Operations	19,000	\$5,000
		Each Production includes 12 Shows			
		Collaborates with Symphony & Kitsap Children's Museum			
		Estimated 2,100 Visitors/Year Estimated 100 for Overnight Stays			
New Life CDA <i>New Applicant</i>	Venue & Community Events Council District 3 - Marvin Williams Center	STEM Expo, College Fair, Cancer Awareness, Halloween Party, Family Christmas (Year Round)	Event Marketing & Operations	25,000	\$5,000
		Colloborates with Fred Hutch, UW, Virginia Mason & Numerous Cultural Organizations			
		Estimated 300-500 Visitors/Event Estimated 75-125 for Overnight Stays			

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

Organization	Role in Tourism & Location	Proposed Event/Project Highlights	Proposed Use of Funding	Requests	Recommendations
Puget Sound Navy Museum	Venue & Community Events Council District 3 - Harborside	Exhibits & Events (Year Round)	Event Marketing	7,500	\$6,000
		Collaborates with DBA, Chamber, Navy League			
		Estimated 30,062 Visitors for Overnight Stays			
WayzGoose Kitsap	Community & Arts Event Council District 3 - Marvin Williams Center	Arts Festival (June) & Artist Panel (Nov)	Event Marketing	16,000	\$7,500
		Estimated 500 Visitors			
		Estimated 100 for Overnight Stays			
City of Bremerton - Quincy Square <i>New Applicant</i>	Venue & Arts/Culture Events Council District 3 - 4th Street	Operations Management Team & Event Support (June - Dec)	Event Marketing & Operations	45,000	\$45,000
		Collaborates with DBA, Chamber, Rotary	Venue Operations		
		Estimated 3-4 Events/Month Estimated up to 3,000 Visitors/Event New Venue with Overnight Stays TBD			
Kitsap Building Association <i>New Applicant</i>	3-Day Event Kitsap County Fairgrounds	Peninsula Home & Remodel Expo & includes Events Wildlife & Reptile Show, Car & Motorcycle Show, Construction in Motion, Made in WA, Lego Build (May)	Event Operations	75,000	\$15,500
		Collaborates with Habitat for Humanity & West Sound Tech			
		Estimated 10,500+ Visitors Estimated 1,200 for Overnight Stays			
Bremerton Symphony	Arts Events Council District 3 - Roxy Theatre Council District 4 - OC & BHS PAC	Performances (Jan, Mar, May, Dec)	Event Marketing	25,000	\$17,000
		Other Events throughout Kitsap			
		Estimated 5,000 Visitors/Year Estimated 1,200 for Overnight Stays			

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

Organization	Role in Tourism & Location	Proposed Event/Project Highlights	Proposed Use of Funding	Requests	Recommendations
Bremerton Rotary	3-Day Event Council District 3 - Downtown & Boardwalk	Blackberry Festival (Aug - Sept)	Event Marketing & Operations	50,000	\$14,000
		Estimated 40,000 Visitors Estimated 667+ for Overnight Stays			
Bremerton Roxy Foundation	Venue & Community Events Council District 3 - Roxy Theatre	Events & Concerts (Year Round)	Event Marketing Venue Operations	25,000	\$20,000
		Quincy Square Groundbreaking (May) West Sound Film Fest (Aug) New Year's Eve (Dec) Estimated 8,000 Visitors/Year Estimated 350+ for Overnight Stays			
Kitsap History Museum	Venue & Community Events Council District 3 - 4th Street	History Uncorked & Eat Your Way	Event Marketing & Operations Venue Operations	60,910	\$24,000
		Quincy Square Exhibit History/Cultural Exhibits & Events (Year Round) Collaborates with DBA, OC, KRL, Kitsap Children's Museum, Heavy Jeans, Zine Fest, Roxy Theatre, WayzGoose Kitsap, Marvin Williams Center, PSNS... and with Chamber, Visit Kitsap, Love Kitsap Estimated 10,000 Visitors/Year Estimated 1,300 for Overnight Stays			
Downtown Bremerton Association	Community Events Destination Marketing Council District 3 - Downtown & Boardwalk Council District 5 - Charleston Council District 7 - Airport	St. Patrick's Day Parade, Femmes & Them's, Rock the Dock, Trick or Treat Street, Winterfest (Year Round)	Event Marketing & Operations	125,000	\$30,500
		Supports Air Show, Bridge Blast, Blackberry Festival, Taste of Kitsap, Magic in Manette, and KrampusNacht Collaborates with History Museum, Sunny Jack Events, Chamber, Visit Kitsap, Historic Ships, Rotary, Manette Business Association, Charleston Business District, Port of Bremerton... Estimated 55,000 Visitors/Year Estimated 6,200 for Overnight Stays			

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

Organization	Role in Tourism & Location	Proposed Event/Project Highlights	Proposed Use of Funding	Requests	Recommendations
WA State Science & Engineering Fair	2-Day Event Council District 4 - BHS PAC	WSSEF (Mar)	Event Marketing & Operations	47,500	\$35,500
		STEM focus, Family oriented	Venue Operations		
		Collaborates with Historic Ships & Kitsap Create			
		Estimated 3,000 Visitors Estimated 1,500 for Overnight Stays			
Visit Kitsap Peninsula	Destination Marketing	Tourism Promotion, Videos, Events, Trade Shows	Event Marketing	129,450	\$40,000
		Continuing Expanded Outreach beyond WA			
		Collaborates with Greater Kitsap Chamber			
		Estimated 25,000-30,000 Visitors Estimated 8,000 for Overnight Stays			
Greater Kitsap Chamber of Commerce	Destination Marketing Council District 3 - Pacific Avenue	Armed Forces Festival (May)	Event Marketing & Operations	202,505	\$50,000
		Visitor Center Community Support (Year Round)	Visitor Center Operations		
		Includes Hotel Concierge, Cruise Line Promotion, Air Show, Creative District, Visitor Center Guide			
		Collaborates with many community organizations & Visit Kitsap			
Bremerton Historic Ships Association	USS Turner Joy Council District 3 - By Boardwalk & Marina	Museum & Special Events (Year Round)	Venue Marketing	55,000	\$50,000
		Collaborates with Conference Center, Sunny Jack Events, WSSEF, Symphony, Chamber			
		Estimated 45,000 Visitors Estimated 36,000 for Overnight Stays			

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

Organization	Role in Tourism & Location	Proposed Event/Project Highlights	Proposed Use of Funding	Requests	Recommendations
Sunny Jack Events	Destination Marketing & Community Events Council District 3 - Washington Avenue	Wedding Expo (Feb), Bridge Blast (June), Taste of Kitsap (Aug) Night Market (May - Oct) Collaborates with DBA & Visit Kitsap Considering other partnerships to expand downtown events Estimated 15,000-20,000 Visitors Estimated 5,000 for Overnight Stays	Event Marketing & Operations Venue Operations	150,000	\$60,000
Total Requests				\$1,077,865	
Total Recommended Funding					\$433,500
Continued Funding to Kitsap Conference Center					\$250,000
Continued Funding to Admiral Theatre Foundation					\$150,000
Total Continued Funding					\$400,000
Total 2025 Lodging Tax Funding					\$833,500

Lodging Tax Overview & Recommendations

April 16, 2025 Council Meeting

What is Lodging Tax?

- Bremerton's Lodging Tax is an additional 4% excise tax paid by people staying at a hotel or similiar business for up to 30 days
- RCW 67.28 outlined the process for setting this rate, specified the allowed uses, and established the advisory committee's membership

Lodging Tax Approved Uses?

- Marketing of Events and Festivals
- Operations of Organizations supporting Tourism
- Operations or Capital Expenditures for Municipally Owned Facilities

City of Bremerton's LTAC for 2025

- **City Official & Committee Chair**

Assigned by Council President

Jennifer Chamberlin

- **Businesses Collecting the Tax**

Confirmed for 3-year terms by Council

Angelica Nery, Fairfield Inn

Chasaba Constable, Oyster Bay Inn

- **Organizations Eligible for Funding**

Confirmed for 3-year terms by Council

Mike Huey, WA State Science & Engineering Fair

Jennifer Zuver, Bremerton Historic Ships Association

2025 FUNDING REQUESTS & LTAC RECOMMENDATIONS

Applicants	Requests	Recommendations
Collective Visions Gallery	\$10,000	\$5,000
Bremerton Rotary	\$50,000	\$14,000
Bremerton Symphony	\$25,000	\$17,000
Puget Sound Navy Museum	\$7,500	\$6,000
Sunny Jack Events	\$150,000	\$60,000
Kitsap History Museum	\$60,910	\$24,000
Enoch Arts	\$19,000	\$5,000
Bremerton Historic Ships	\$55,000	\$50,000
Visit Kitsap	\$129,450	\$40,000
WayzGoose Kitsap	\$16,000	\$7,500
Kitsap Bazaar	\$10,000	\$3,500
Greater Kitsap Chamber of Commerce	\$202,505	\$50,000
Bremerton Roxy Foundation	\$25,000	\$20,000
WA State Science & Engineering Fair	\$47,500	\$35,500
Kitsap Building Association	\$75,000	\$15,500
Downtown Bremerton Association	\$125,000	\$30,500
New Life Community Development Agency	\$25,000	\$5,000
City of Bremerton - Quincy Square	\$45,000	\$45,000
Total Requests Received	\$1,077,865	\$433,500

Continued Funding	
Kitsap Conference Center	\$250,000
Admiral Theatre Foundation	\$150,000
Total Continued Funding	\$400,000

Total 2025 Lodging Tax Funding	\$833,500
---------------------------------------	------------------

Published for
April 16
Council Meeting

Item 3 – Mayor's Report



MAYOR'S REPORT

April 16, 2025

BREMERTON
WASHINGTON



Mount Zion Missionary Baptist Church Health Conference

The City of Bremerton joined community leaders on April 5th at Mount Zion Missionary Baptist Church for a transformative health conference aimed at empowering individuals and communities to achieve holistic wellbeing. This kind of collaborative effort will help us to achieve resilient and thriving communities.



Annual Wildfire Response Training & Guidelines



- Public Works and Bremerton Fire Department (BFD) coordinate annually with Department of Natural Resources (DNR) for wildfire protection and response planning for the City's watershed and utility lands. Response guidelines are updated annually.
- Public Works (PW) staff are most knowledgeable on land access and have equipment on-site for immediate response. PW provides initial response and supports DNR and Bremerton Fire as appropriate for larger fires.
- DNR Wildland Fire Training was held April 3 to train and qualify PW to respond to wildfires.
- All members of BFD receive annual training for wildland firefighting, including 16 members certified as Wildland Firefighter Type-2 (Red Card) .
- Wildfire specific equipment includes Public Works brush truck, BFD Brush-1 and slip-in water tank that fits in a dump truck. All major construction equipment may be used for fire response as appropriate.



PW 400 Gallon Brush Truck



BFD Brush-1



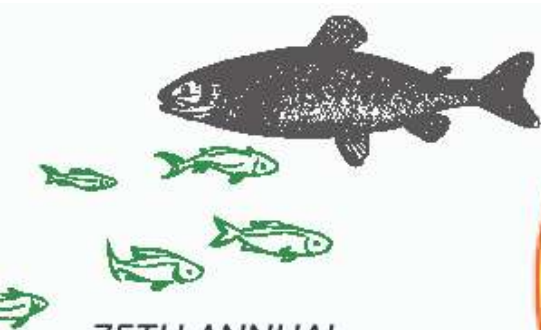
1800 Gallon Slip-In Tank

Glenn Jarstad Aquatic Center



- The City's Glenn Jarstad Aquatic Center has been closed due to a recent pool leak in the overflow tank since April 9
- Materials for repairs of the tank are on the way and work is planned to begin Monday, April 21
- Work is expected to take until the end of April to complete
- YMCA is using this period as an opportunity to complete regular maintenance; they have drained the pool and will be completing routine maintenance on the pool and facilities
- The repair will extend the life of the tank long enough to give the City time to complete the 2025 budgeted full facility assessment this year for the Jarstad Pool; in addition, it will provide time to evaluate the assessment report which will contain recommendations for facility improvements





75TH ANNUAL

KIDS FISHING PARTY

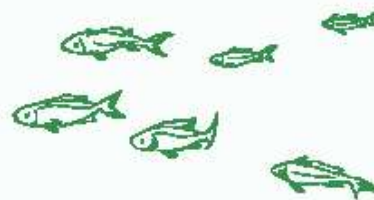
SUPPORTED BY

KITSAP POGGIE CLUB

JARSTAD PARK IN GORST
4398 W BELFAIR VALLEY RD

SATURDAY APRIL 26TH, 2025
9AM - 1PM

**OPEN TO THE
PUBLIC**



FREE

FOR KIDS 5-14 YEARS OF AGE

DETAILS

Fishing rods, bait, tackle provided
(or you can bring your own)

Award ceremony at 1pm and prizes*
for the 10 biggest fish!

*must be present to win
Questions?

kitsappoggieclub.com
facebook.com/KitsapPoggieClub
kitsappoggieclub@gmail.com



Sinclair Inlet Clean-Up

36th Earth Day Event

Clean-up Sites:

- Port Orchard Shoreline, (SR166)
- Bremerton Waterfront
 - Navy Yard Hwy. (SR 3 & SR 304)
 - Evergreen, Lions', & Bachman Parks



11:00 AM - 2:00 PM



April 26, 2025

Meeting Sites:

- Port Orchard
Annapolis Ferry Dock Kiosk
Port Orchard, WA 98366
- Bremerton
Bremerton Boardwalk
100 Second Street
Bremerton, WA 98337

Posters provided by Blue Sky Printing of Poulsbo. Refuse collection and disposal provided by Waste Management (WM). Materials and refreshments provided by local merchants. Free parking for volunteers provided at all sites. A guardian is required for volunteers less than 18 years old. Participants must be 13 year old or older.



This event is coordinated by community volunteers. Project support provided by the City of Bremerton, Kitsap County's Adopt A Spot program, and WSDOT's Adopt-A-Highway program.

Come join your neighbors to help keep the Sinclair Inlet clean and beautiful!



Clean Water Kitsap



Adopt a Spot



For information, contact Tyler Danielson, (320) 248-7798 • tylerdanielson@gmail.com Will Riley, (360) 473-5207 • will.riley@ci.bremerton.wa.us

**Published for
April 16
Council Meeting**

Item 7 – Council Reports

District Six Council Report



VOLUNTEERS NEEDED

Help Us Build a New Playground

Haddon Park Community Build Day

1525 N Lafayette



April 19, 2025

9AM Start Time

You can help:

- Assemble and Attach Playground Equipment

Bring Tools and Gloves *(If you have them)*

- 3/8" Ratchets
- 1/2", 5/8", 9/16" & 3/4" sockets & wrenches



*For more information please call
Bremerton Parks and Recreation (360) 473-5305*



DISTRICT SIX TOWNHALL

Anna Mockler, Bremerton City Councilor

**What are your hopes and concerns?
What is City Council doing?
How can I help?**

2025 Dates

Every 2nd Monday, 5-6:30 pm

100 Oyster Bay Ave N (Public Works)

Anna.Mockler@bremertonwa.gov

Jan 13, Feb 10, Mar 10
Apr 14, May 12, June 9
July 14, Aug 11, Sept 8
Oct 13, Nov 10, Dec 8

COUNCIL DISTRICT 4

Jane Rebelowski



DISTRICT 4 TOWN HALL MEETING

**Featuring
Discussion on
“Rental Property
Registration” &
“State of the
Schools”**

**THURSDAY, MAY 1, 2025 5:00 - 6:30 PM
BREMERTON FOODLINE AT 1600 12 TH STREET**

Guests will include Tax & License Specialist Sr.
Tara Burgess and Former Mayor Lynn Horton

COUNCIL DISTRICT 1

Jennifer Chamberlin



KEEPING KITSAP COUNTY CLEAN

WARREN AVE BRIDGE CLEAN UP



**Dream Legacy
Real Estate**
Amanda Taylor
360 - 271 - 3711



Meet at Caffé Perfetto around

830AM

Start Cleaning The Neighborhood at

900AM

And Help Make The County A Safer Place.

Finish and Enjoy:

FREE 12 OZ COFFEE BEVERAGE

Provided By Caffé Perfetto

FREE DONUT

Provided By Lone Star Donuts

FREE SHIRT

Provided By Dream Legacy Real Estate

While supplies last

NEXT CLEAN UP EVENTS:

March 15th June 21st September 20th

April 19th July 19th October 18th

May 17th August 16th

EACH TIME YOU ATTEND, YOUR NAME WILL BE ENTERED INTO PRIZE DRAWINGS FOR THE FINAL CLEANUP EVENT OF THE YEAR! THE MORE FREQUENTLY YOU PARTICIPATE, THE GREATER YOUR CHANCES OF WINNING PRIZES! LOOKING FORWARD TO SEEING YOU THERE!

Caffé Perfetto: 2811 Wheaton Wy, Bremerton, WA 98310



**TUESDAY
APRIL 22
4:00-5:30 PM**

STEPHENSON CANYON

STEWARDSHIP GROUP

Meeting Location

City of Bremerton Greenhouses
2800 Birch St
Bremerton, WA 98310

Explore Stephenson Canyon with neighbors and connect with others interested in helping to keep this space clear of invasive plant species and garbage.

This trail is considered "easy". However, be prepared for elevation, stairs and occasional foliage hazards.

