



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

**WEDNESDAY, JANUARY 15, 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@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)*

**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 – January 2, 2025
- [C.](#) Minutes of Study Session – January 8, 2025
- [D.](#) Confirm Appointment of Tia Hudson to the Arts Commission
- [E.](#) Interlocal Cooperative Agreement with Kitsap County for Housing Incarcerated Individuals
- [F.](#) Resolution No. 3392 to approve provision of Wastewater Utility Services to 1910 SW Cook Road
- [G.](#) Resolution No. 3393 to approve provision of Wastewater Utility Services to 13 properties on Sherman Heights Road
- [H.](#) Alternative Transportation Program Grant Agreement with the WA State Transportation Improvement Board for the Warren Avenue Sidewalk Gap Project

**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*

**Continued on next page...**



*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.*

6. **GENERAL BUSINESS**

- [A.](#) Public Works Agreement for Purchase of Playground Equipment from Landscape Structures, Inc. for Haddon Park
- [B.](#) Supplemental Agreement No. 4 with HDR Engineering, Inc. for the Naval Ave: 1<sup>st</sup> Street to 15<sup>th</sup> Street Pedestrian and Bicycle Enhancements Project

7. **COUNCIL MEMBER REPORTS**

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

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4A**

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**SUBJECT:**

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: January 15, 2025

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

**SUMMARY:**

Approval of the following checks and electronic fund transfers:

1. Check Numbers 409625 – 409738 and EFT Numbers V42580 - V42636 in the grand total amount of \$2,230,155.05
2. Regular Payroll for pay period ending December 31, 2024 in the amount of \$1,170,511.60
3. Retiree Payroll for pay period ending December 31, 2024 in the amount of \$30,386.28

**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**

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**SUBJECT:**

Minutes of Council Meeting – January 2,  
2025

Study Session Date: N/A

COUNCIL MEETING Date: January 15, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

**SUMMARY:** The Minutes for the Council Meeting held on January 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 January 2, 2025 Council Meeting Minutes as presented.

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



## CITY COUNCIL HYBRID MEETING MINUTES

Thursday, January 2, 2025

The weekly meeting of the City Council of the City of Bremerton was called to order Thursday, January 2, 2025, at 5:00 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6<sup>th</sup> Street, Bremerton, Washington, with Council President Jennifer Chamberlin presiding. Council Members present were Eric Younger, Anna Mockler, Michael Goodnow, Jane Rebelowski, Jeff Coughlin, and Denise Frey (5:09 PM). At 5:30 PM, the meeting moved to the First Floor Meeting Chambers. Also present were Assistant City Attorney Brett Jette; City Clerk Angela Hoover; Legislative Office Manager Lori Smith; and IT Manager Dave Sorensen.

**President Chamberlin** 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; and that tonight's agenda was amended to add Consent Agenda Item 5C...

### **COUNCIL OFFICER ELECTIONS**

**President Chamberlin** opened nominations for **2025 Council President**.

Mockler nominated **Eric Younger**. Rebelowski Seconded. Nomination was accepted.

With no further nominations, **President Chamberlin** opened for public comment.

*There were no public comments...*

**President Chamberlin** established that since there was only one nomination, a Motion was directed to the City Clerk.

**5:32 PM M/S/C/U** (Mockler/Chamberlin) Move to cast the ballot for Eric Younger for the position of Council President. ***Motion carried unanimously.***

By a unanimous vote, **Eric Younger** was elected to serve as 2025 Council President; and chaired the remainder of the meeting.

**President Younger** then opened nominations for 2025 Council Vice-President.

Goodnow nominated **Jennifer Chamberlin**. Nomination was accepted.

Coughlin nominated **Jane Rebelowski**. Nomination was accepted

With no further nominations, **President Younger** opened for public comment.

*There were no public comments...*

**President Younger** called for signed ballots to be submitted, with a reading of the Vote by the City Clerk:

Voted in favor of Chamberlin: Goodnow, Chamberlin

Voted in favor of Rebelowski: Rebelowski, Coughlin, Frey, Younger, Mockler

By a Vote of 5 for Rebelowski, and 2 for Chamberlin, **Jane Rebelowski** was elected to serve as 2025 Council Vice President.

**MAYOR'S REPORT** – *There was no Mayor's Report...*

### **CONSENT AGENDA**

- 5A –** Check Numbers 409545 through 409624 and Electronic Fund Transfers V42524 through V42579 in the grand total amount of \$1,530,629.26; Regular Payroll for pay period ending December 15, 2024 in the amount of \$1,087,144.06; Regular Payroll Correction for the pay period ending December 15, 2024 in the amount of \$67.93
- 5B –** Minutes of Meeting – December 18, 2024
- 5C –** Collective Bargaining Agreement By and Between the City of Bremerton and the Bremerton Police Officers' Guild (BPOG)

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

**5:38 PM M/S/C/U (Mockler/Coughlin)** 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 **Karen Vargas**.*

**GENERAL BUSINESS** – *There were no General Business items...*

### **COUNCIL MEMBER REPORTS**

**Jennifer Chamberlin** congratulated new 2025 Council Chairs and looks forward to serving with this group of Council Members in the coming year; and announced that she will begin hosting District 1 Meetings at Heathen's Bakery beginning in February.

**Denise Frey** looks forward to the new year, and hopes to listen more and talk less in 2025, and was happy that local stores were reporting good sales and hope it continues.

**Jeff Coughlin** was excited about the Quincy Square project, thanked Ms. Vargas for her efforts with Juneteenth, and was happy that the Bremerton Police Officers Guild Labor Agreement was approved.

**Jane Rebelowski** planned a District 4 Meeting on Thursday, February 16 from 5:00 to 6:30 PM at Bremerton Foodline.

**Michael Goodnow** wished everyone a Happy New Year and looked forward to the opening of Quincy Square, which will be soon

**Anna Mockler** invited the public to attend the monthly District 6 Town Hall Meeting to be held on Monday, January 13, 2025 from 5:00 to 6:30 PM at the Bremerton Public Works Facility located at 100 Oyster Bay Avenue North featuring a discussion on "Chronic Nuisance Properties". And the Meeting in February will focus on the City Budget. Looked forward to working on affordable housing.

**Eric Younger** appreciates the Council for their support in electing him Council President for his final year as a Council Member.

**COUNCIL PRESIDENT BRIEFING**

**President Younger** welcomed everyone to the new year; and requested that Council Members submit their preferences for 2025 Council Committee Assignments by Friday; and announced the next Study Session will be on Wednesday, January 8 beginning at 5:00 PM in the Council Conference Room, and the public is welcome and encouraged to attend all of these meetings in-person or remotely via Zoom, but there will be no opportunity to comment.

With no further business, **President Younger** adjourned the Council Meeting at 6:04 PM.

Prepared and Submitted by:

*Lori Smith*

LORI SMITH

Legislative Office Manager

APPROVED by the City Council on the 15<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
ERIC YOUNGER, City Council President

Attest:

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

EY:AH:ls:cg

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4C**

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**SUBJECT:**

Minutes of Study Session – January 8, 2025

Study Session Date: N/A

COUNCIL MEETING Date: January 15, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

**SUMMARY:** The Minutes for the Study Session held on January 8, 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 January 8, 2025 Study Session Minutes as presented.

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

## CITY COUNCIL STUDY SESSION MINUTES

Wednesday, January 8, 2025

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, January 8, 2025 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6<sup>th</sup> Street, with Council President Eric Younger presiding. Other Council Members present were Denise Frey (remotely), Jeff Coughlin, Jane Rebelowski, Michael Goodnow, and Anna Mockler. Council Member Jennifer Chamberlin was absent. Legislative Office Manager Lori Smith provided staff support.

**President Younger** 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 January 15, 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@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). And reminded everyone that audio recordings will be available online within a few days following the meeting...*

### A. **INFORMATION ONLY PRESENTATION**

1. 6<sup>th</sup> Street Active Transportation Project Update – Nick Ataie, Engineering Project Manager

### B. **AGENDA BILL BRIEFINGS**

1. Confirm Appointment of Tia Hudson to the Arts Commission **Consent Agenda**
2. Interlocal Cooperative Agreement with Kitsap County for Housing Incarcerated Individuals **Consent Agenda**
3. Resolution to approve provision of Wastewater Utility Services to 1910 SW Cook Road **Consent Agenda**
4. Resolution to approve provision of Wastewater Utility Services to 13 Properties on Sherman Heights Road **Consent Agenda**
5. Alternative Transportation Program Grant Agreement with the WA State Transportation Improvement Board for the Warren Avenue Sidewalk Gap Project **Consent Agenda**

**President Younger** announced that Item 7 will be heard prior to Item 6...

7. Public Works Agreement for Purchase of Playground Equipment from Landscape Structures, Inc. for Haddon Park **General Business**

**President Younger** called a break from 7:02 to 7:12 PM...

6. Supplemental Agreement No. 4 with HDR Engineering, Inc. for the Naval Avenue: 1<sup>st</sup> Street to 15<sup>th</sup> Street Pedestrian & Bicycle Enhancements Project **General Business**

### C. **GENERAL COUNCIL BUSINESS**

1. Briefing on Ordinance to Modify Rules for Safe Off-Street Parking – Jane Rebelowski
2. Public Works Committee Briefing (*Last Meeting on 12/17/24*) – Chair Jane Rebelowski
3. Regional and Other Committee/Board Briefings
4. Other General Council Business was discussed, including the formation of an Ad Hoc Advisory Committee to find a replacement for a retiring Council Department staff member.

**President Younger** closed the Study Session by announcing the next Council Meeting will be on Wednesday, January 15, 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 8:54 PM.

Prepared and Submitted by:



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LORI SMITH  
Legislative Office Manager

APPROVED by the City Council on the 15<sup>th</sup> day of January, 2025.

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ERIC YOUNGER, Council President

ATTEST:

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ANGELA HOOVER, City Clerk

EY:AH:ls:cg

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4D**

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**SUBJECT:**

Confirm Appointment of Tia Hudson to the  
Arts Commission

Study Session Date: January 8, 2025

COUNCIL MEETING Date: January 15, 2025

Department: Executive

Presenter: Mayor Wheeler

Phone: (360) 473-5266

**SUMMARY:** The Mayor is seeking confirmation for the appointment of Tia Hudson to Position #7 on the Bremerton Arts Commission. The term expires December 31, 2025. Ms. Hudson has been a resident for over 20 years.

**ATTACHMENTS:** Application for City Boards/Commissions/Committees

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

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

**RECOMMENDED MOTION:**

Move to confirm the appointment of Tia Hudson to the Arts Commission for the term expiring December 31, 2025

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

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, September 11, 2024 3:21 PM  
**To:** WebMaster; Greg Wheeler; Jennifer Hayes  
**Subject:** Online Form Submittal: Application for City Boards / Commissions / Committee

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

## Application for City Boards / Commissions / Committee

Date	9/11/2024
First Name	Tia
Middle Name	M.
Last Name	M Hudson
Home Phone	
Address1	
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Occupation	Retired
Employer	<i>Field not completed.</i>
Work Address1	
Work Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Work Phone	
Fax	<i>Field not completed.</i>



Email	
Education	MFA Creative Writing
Local References	Arts Commission, Mayor Greg Wheeler
I am interested in serving:	Arts Commission
Is this an application for reappointment?	No
How long have you lived in Bremerton	20 + years
Why are you applying for this appointment?	We need a representative of the written arts
Which of your personal and / or professional interests prompted you to apply for this appointment?	Being Poet Laureate
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	te
Please list your qualifications for this appointment (include skills, activities, training, education):	Three terms as Poet Laureate, 17 years teaching English creative writing, composition, and literature at Olympic College
What are your community interests (committee, organizations, special activities)?	Ten Minute Typewriter Poems on First Friday Art Walks; Episcopal Church - currently working on national level regarding Bi-vocational Ministries.
Please list any accommodations you need to perform volunteer duties:	<i>Field not completed.</i>

*We welcome your willingness to serve Bremerton.*

*Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.*

*Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.*

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Updated 3/24/2020

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Email not displaying correctly? [View it in your browser.](#)

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4E**

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**SUBJECT:**

Interlocal Cooperative Agreement with  
Kitsap County for Housing Incarcerated  
Individuals

Study Session Date:	<u>January 8, 2025</u>
COUNCIL MEETING Date:	<u>January 15, 2025</u>
Department:	<u>Police</u>
Presenter:	<u>Ryan Heffernan</u>
Phone:	<u>370.473-5777</u>

**SUMMARY:** The City of Bremerton and Kitsap County entered into an agreement for incarceration of prisoners on January 22, 2018 ("Agreement"), and subsequently entered into amended agreements through December 31, 2024. The 2025 daily rate has been increased to \$204.00, from the 2024 daily rate of \$157.05, per calendar day for each incarcerated individual.

**ATTACHMENTS:** Interlocal Cooperative Agreement for Housing Incarcerated Individuals

**FISCAL IMPACTS (Include Budgeted Amount):** \$1,948.425 budgeted for 2025.

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

**RECOMMENDED MOTION:**

Move to approve the Interlocal Agreement with Kitsap County for Housing Incarcerated Individuals, 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

KC-  
INTERLOCAL COOPERATIVE AGREEMENT  
FOR HOUSING INCARCERATED INDIVIDUALS

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR HOUSING INCARCERATED INDIVIDUALS ("Agreement") is between Kitsap County, a Washington state political subdivision ("County"), and the City of Bremerton, a Washington state municipal corporation ("Agency").

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into interlocal cooperative agreements to provide services and activities each agency is authorized to perform by law.

WHEREAS, the County is authorized to operate a facility to house adult persons arrested and sentenced for criminal activities not exceeding one year for punishment, correction, and rehabilitation.

WHEREAS, the Agency does not own or operate a jail and desires access to the Kitsap County Sheriff's Office ("KCSO") Jail ("Jail") to house persons arrested, charged, and/or convicted of a criminal offense.

WHEREAS, the County is amenable to accepting and keeping Incarcerated Individuals received from the Agency for compensation paid at its true and full value as required by RCW 43.09.210 subject to the terms and conditions of this Agreement.

AGREEMENT

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

1. DEFINITIONS

- A. Bed-Day means the calendar day an Incarcerated Individual is booked and held in custody at the Jail, which includes the booking process. This definition excludes persons booked and released on the same day.
- B. Book and Release Rate means the rate charged to book and release a person on behalf of the Agency. This is a flat rate, which is half of the current Daily Rate, when a person is physically present in Jail for 12 hours or less.
- C. Booking means registering, screening, fingerprinting, inventorying, and safekeeping personal property, warrant checks, and other activities associated with processing a person for confinement in the Jail.
- D. Capacity means the maximum number of Incarcerated Individuals the Jail has the operational capacity to house while providing safe and humane conditions of confinement as determined by the County. The determination of capacity is based on a variety of factors such as the physical layout and design of the Jail, staffing, emergencies (e.g., riots, pandemics, and other natural disasters), and other resources available to provide the basic necessities such as shelter, food, water, and medical care.
- E. Chief means the person designated as the KCSO Chief of Corrections or designee.
- F. Daily Rate means the rate charged the Agency for every Bed-Day an Incarcerated

Individual is housed in the Jail on behalf of the Agency, which commences from the time the Incarcerated Individual arrives at the Jail for booking and ends as provided herein. The last day will be charged as a half day, regardless of the release time. The Daily Rate reflects the actual cost to the County for housing a person in the Jail as provided in RCW 43.09.210 and includes the cost of the Jail Health Care Provider.

- G. Health Care Services means the medical, mental health, and dental care services and treatment, prosthetics devices, prescriptions, laboratory tests, imaging, medical equipment, emergency services, supplies, medications, and all other services, treatment, and the like provided for Incarcerated Individuals.
  - H. Incarcerated Individual means a person housed, pretrial and post-conviction, in the Jail on behalf of the Agency for a violation of law. It includes any person whose arrest results from charges initiated by the Agency. Arrests made by Agency officers on extraditable warrants issued by agencies outside Kitsap County will be considered County inmates.
  - I. Intake Standards means the Jail policies and procedures identifying the requirements for accepting persons for confinement. The Jail agrees to provide the Agency prior notice when the Intake Standards are changed. The Jail may change Intake Standards in an emergency without prior notice. In such an event, notice will be provided to the Agency as soon as practicable.
  - J. Jail Health Care Provider means the inhouse entity that contracts with the County to provide Health Care Services for Incarcerated Individuals housed in the Jail.
  - K. Jail Policies means the KCSO Jail policies, rules, procedures, and standards governing the Jail's operation, including any emergency security rules.
  - L. Lawful Basis means the Agency has determined and is certifying to the County that the person the Agency is presenting for incarceration in the Jail is legally detainable by the Jail. The Agency is solely responsible for making this determination. It shall defend, indemnify, and hold the County harmless for and from any claim or action resulting from the wrongful detention of such person.
  - M. Other Costs means all costs incurred by the County on behalf of the Agency's Incarcerated Individuals, which includes Health Care Services that are not the financial responsibility of the Jail Health Care Provider, Outside Health Care Services, off-site transportation, and security provided by County staff and not paid by Washington State Department of Social and Health Services, Medicaid, the Incarcerated Individual, or any other responsible third party.
  - N. Outside Health Care Services means Health Care Services provided for an Incarcerated Individual by an entity other than the Jail Health Care Provider.
  - O. Shared Bed-Day means the period an Incarcerated Individual is held in the Jail on behalf of the Agency under this Agreement while also being held by another agency and/or the County. The rate for Shared Bed-Days is divided by the number of agencies with current holds. Non-contract agencies will not be factored in when calculating Shared Bed-Days. The Shared Bed-Day also applies when calculating the Book and Release Rate.
  - P. WASPC means the Washington Association of Sheriffs & Police Chiefs.
2. **PURPOSE.** The purpose of this Agreement is to provide the Agency access to the Jail located

at 614 Division Street, Port Orchard, Washington, 98366, to house Incarcerated Individuals and define the responsibilities of the parties as contemplated in RCW 39.34.030.

3. ORGANIZATION. This Agreement does not create, nor do the parties intend to establish a separate legal or administrative entity subject to suit through this Agreement.
4. ADMINISTRATOR. The Chief shall function as the administrator of this Agreement in coordination and cooperation with the Agency's Chief of Police or designee. Neither party intends to assume responsibility or liability for the actions or failures to act of the other party and/or their respective employees.
5. EFFECTIVE DATE, DURATION. The Agreement shall be effective on January 1, 2025, and remain in effect until December 31, 2025, unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the parties' written agreement.
6. FILING. Prior to entry into force, this Agreement will be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source in compliance with RCW 39.34.040.
7. PROPERTY. The parties do not anticipate acquiring property to perform this Agreement. Any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.
8. TERMINATION. Either party may terminate this Agreement with 120 days prior written notice to the other party. A terminated party assumes no responsibility for the acts or omissions occurring after the termination effective date (assuming all Agency inmates have been removed from the Jail) but will remain liable for all costs, acts, or omissions occurring prior to the termination effective date. In the event of termination, the parties agree to meet within 30 days of receipt of notice to coordinate the transportation and removal of all Incarcerated Individuals from the Jail to a new location prior to the termination date. The terminating party shall be responsible for the cost of such transportation and security.
9. SCOPE OF SERVICES
  - A. Custody. The County will accept persons the Agency presents to the Jail for confinement, punishment, and/or rehabilitation and hold the Incarcerated Individuals until the Agency resumes custody or the Incarcerated Individual is lawfully released from Jail custody, subject to the terms of this Agreement.
  - B. Lawful Basis for Confinement. Custody of any person is not transferred to the Jail until the Jail has accepted physical control of the person as provided in this Agreement, the Agency has provided the Jail with proper documentation identifying a Lawful Basis for confinement and, when requested by Jail staff, the person has been medically cleared by the hospital. Adequate documentation means a valid and confirmed arrest warrant, judicial order of commitment, or other lawful order of a court of competent jurisdiction.
  - C. Right to Refuse. Notwithstanding the foregoing, the Jail has the discretion to refuse to admit any person when: i) the person reasonably appears in need of immediate medical, mental health, or dental care until the Agency has provided the requisite care to the reasonable satisfaction of the Jail as evidenced by medical clearance documentation from the hospital; ii) the Jail is at Capacity; iii) acceptance of the person would violate Jail Policies or Intake Standards; or iv) the person's paperwork is not adequate or complete.

- D. Compliance with Jail Policies, Notice of Health Care Issue. The Agency and its agents delivering a person to the Jail for confinement shall comply with this Agreement, Jail Policies, and Intake Standards, which includes informing Jail staff of the Incarcerated Individual's reasonably known physical and mental health care issues. This advisory shall include any injuries the Incarcerated Individual may have sustained during the investigation, arrest, and transport to the Jail.
- E. Responsibilities upon Assumption of Custody. Upon accepting custody of the Incarcerated Individual, the County agrees to house the Incarcerated Individual as provided in this Agreement.

## 10. COMPENSATION

- A. Compensation. The parties intend the Agency to bear all costs for housing an Incarcerated Individual, including the cost of Health Care Services.
  - 1. Book and Release Rate. The Agency agrees to pay the Book and Release Rate for each person Booked and Released in the Jail on behalf of the Agency, charged at half of the Daily Rate.
  - 2. Daily Rate. The Agency agrees to pay the County a Daily Rate of \$204.00 per calendar day for each Incarcerated Individual housed in the Jail, which shall be apportioned as appropriate for Shared-Bed Days.
  - 3. Standard Mileage. The Agency agrees to reimburse the County for mileage at the then-current standard mileage rate set by the Internal Revenue Service when the County is responsible for transporting the Incarcerated Individual off-site.
  - 4. Correction's Officer rate. The Agency agrees to pay the correction's officer rate of \$63.30 per hour for the cost of each County staff person providing transportation and security for the Incarcerated Individual to receive Outside Health Care Services.
  - 5. Other Costs. Unless otherwise provided herein, the agency shall pay all Other Costs to the County and third parties incurred on behalf of Incarcerated Individuals.
- B. Billing. The County will send the Agency an itemized invoice monthly for amounts due. The Agency shall pay the invoiced amount within 30 days of receipt of the invoice.
- C. Determination of Case Status. The Agency will not be responsible for the Daily Rate for an Incarcerated Individual charged with a felony, in the Agency-initiated case, by the Kitsap County Prosecutor's Office. However, the Agency will remain responsible for reimbursing the County for Other Costs.

## 11. HEALTH CARE SERVICES

- A. Health Care Services. The County will make Health Care Services available to Incarcerated Individuals consistent with Jail Policies.
- B. Outside Health Care Services. The Agency will pay all costs associated with providing Outside Health Care Services for Incarcerated Individuals ("Other Costs"), except:
  - 1. The originating agency will be responsible for persons arrested and confined on

warrants issued in Kitsap County.

2. The County will be responsible for Persons arrested and confined on warrants issued by agencies outside Kitsap County.
  3. The County will be responsible for Outside Health Care Services resulting from physical injuries sustained by the Incarcerated Individual while housed in the Jail.
  4. The County will be responsible for the Incarcerated Individual convicted of a felony on the Agency-initiated case.
- C. Emergency, Non-emergent, and Non-Hospital Care outside the Jail - Notification. For emergency care, the County will notify the Agency by email within four (4) business hours of transport (Monday through Friday, 8 a.m. to 5 p.m. PST). The County will notify the Agency before noon on the next business day for non-emergent and non-hospital care outside of the jail. The Agency is responsible for providing the Chief with current contact information for the person to whom emergency notice should be provided.
- D. Return for Health Care Services. The Agency may resume custody of an ill or injured Incarcerated Individual by picking the person up at the Jail, except when the County determines the Incarcerated Individual requires emergency Health Care Services; the County may arrange for emergency Health Care Services at the Agency's expense.
- E. No Waiver of Right to Seek Reimbursement. Nothing contained in this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Washington State Department of Social and Health Services, Medicaid, the Incarcerated Individual, or any other responsible third party.
- F. Medication. The cost of providing medication for Incarcerated Individuals is included in the Daily Bed Rate to the extent included in the County's contract with the Jail Health Care Provider. This consists of providing a prescription and/or a supply of medication upon release in compliance with WASPC accreditation standards. Medications not paid by the Jail Health Care Provider or a third party are Other Costs the Agency pays.
- G. HIPAA and HITECH Compliance. The parties agree to comply with all applicable requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and laws and regulations, including chapter 70.02 RCW.
- H. Prison Rape Elimination Act. The parties agree to comply with the standards established by the Prison Rape Elimination Act (PREA) of 2003 (P.L. 108-79).

## 12. HOUSING, JAIL, CLASSIFICATION, DISCIPLINE, RECORDS

- A. Jail Housing. The County will house Incarcerated Individuals on behalf of the Agency, subject to the terms and conditions of this Agreement and Jail Policies.
- B. Bail. The Jail will serve as an agent for the Agency in receiving bail bonds and monies posted for or by an Incarcerated Individual with the County, which will be promptly forwarded to the Agency as required by law.
- C. Classification. The Jail will classify and house Incarcerated Individuals consistent with Jail Policies. The Agency shall provide the Jail with sufficient information regarding each



Incarcerated Individual to enable the Jail to make classification determinations.

- D. Jail Policies, Discipline. All Incarcerated Individuals are subject to and must comply with Jail Policies. The jail will discipline Incarcerated Individuals in a manner consistent with jail policies.
- E. Early Release Credit. Jail Policies will apply to determine early release credits for Incarcerated Individuals, including the removal of earned release credits for administrative sanctions for disciplinary violations.
- F. Records. The Jail will maintain a comprehensive records management system for all Incarcerated Individuals as required by law and make copies of such records reasonably available to the Agency in compliance with the law.
- G. Video Court Appearance. The Jail will make Incarcerated Individuals available to appear for court appearances via video. Additions to the Agency video court calendar must be received by 0600 the day of the requested appearance. Additions received later than 0600 will be scheduled the following judicial day. Video court will not be used for non-criminal traffic violations or any other civil matter.
- H. Accounts. The Jail will establish and maintain an account for each Incarcerated Individual and credit the account with all money received from or on behalf of the same. The Jail may make disbursements from the account for items purchased from the Commissary and other expenditures, garnishments, and the like as authorized by law.
- I. Programs. The Jail will provide Incarcerated Individuals with the same access to educational, recreational, and social service programs as other persons housed in the Jail, consistent with Jail Policies.
- J. Visitation. The Jail will provide Incarcerated Individuals with the same access to visitation available to all persons housed in the Jail consistent with Jail Policies.

### 13. TRANSPORTATION, REMOVAL, ACCESS

- A. Transportation. The Jail will provide transportation and security for Incarcerated Individuals when necessary to secure Outside Health Care Services or when required to support the orderly operation of the jail, as required by court order and/or extraditions, which shall be reimbursed as provided herein. Transportation and security will be provided by County corrections officers and/or KCSO Deputies. The jail will determine the number of staff needed to provide transportation securely.
- B. Removal. The Agency's Incarcerated Individuals may be removed from the Jail for any of the reasons identified below:
  - 1. Agency Request. The Incarcerated Individual may be returned to the Agency upon written request from an authorized representative of the Agency. The transport will be by the Agency or the Jail as provided herein.
  - 2. Court Order. The transportation will be provided by an order of a court having jurisdiction over the Incarcerated Individual.
  - 3. Treatment Outside of Jail. To receive Outside Health Care Services or other services unavailable within the Jail.

4. Emergency. In the event of an emergency that presents an imminent threat to the health, safety, or welfare of the Incarcerated Individual, County personnel, and/or the public. In its discretion, the County will determine whether to remove and/or release the Incarcerated Individuals. In such cases, the County will exercise reasonable care for the safekeeping, custody, and relocation of the Incarcerated Individual and inform the Agency of the same.
5. Agreement Termination. If the Agency terminates this Agreement, the Agency shall provide transport for its Incarcerated Individuals, at its sole expense, on or before the effective date of termination. If the County terminates the Agreement, the County will provide transport to remove Incarcerated Individuals. The Agency shall remain responsible for paying for the Daily Bed Rate and Other Costs for each Individual Incarcerated until removed.
- C. Agency Resumption of Custody. The Agency shall be deemed to have resumed custody of an Incarcerated Individual upon the County's presentation of the Incarcerated Individual to the Agency or when the Agency takes physical control of the same.
- D. Jail Access. The Agency may inspect, at mutually agreeable times, the Jail to confirm compliance with this Agreement and the treatment of Incarcerated Individuals.
- E. Access to Incarcerated Individual. Agency public safety personnel may interview its Incarcerated Individuals at reasonable times within the Jail. The Jail interview rooms will be made available for use.

#### 14. ESCAPE, DEATH

- A. Escape. The Jail will notify the Agency as soon as practicable in the event of the escape of an Incarcerated Individual. The County will have the primary authority to direct the investigation and to pursue the Incarcerated Individual within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the escaped Incarcerated Individual from outside the County.
- B. Death. The Jail will notify the Agency as soon as practicable in the event of an Incarcerated Individual's death. The Port Orchard Police Department or the Kitsap Critical Response Team will investigate the circumstances. The Agency may join in the investigation and receive copies of all records and documents from the investigation. The Kitsap County Medical Examiner's Office will take possession of and handle the disposition of the remains as required by law, RCW 68.50.160.

#### 15. INDEMNIFICATION

- A. Agency Indemnification Obligations. The Agency agrees to defend, indemnify, and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage, and expense, including costs and attorneys' fees in the defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from (i) the Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Agency, its appointed and elected officials, employees, and agents; (ii) wrongful detention of an Incarcerated Individual as a result of the Agency's actions; (iii) failure or refusal to timely release an

Incarcerated Individual as a result of the Agency's actions, and (iv) any liability or responsibility which arises in whole or part from the existence or effect of the Agency's ordinances, policies, rules or regulations.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Agency's indemnification obligation hereunder shall be limited to the Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- B. County Indemnification Obligations. The County agrees to defend, indemnify, and hold harmless the Agency, its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage, and expense, including costs and attorneys' fees in the defense thereof, because of actions, claims or lawsuits alleging damages sustained by any person or property, including death at any time resulting thereof, arising from, or alleged to have arisen from (i) County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees, and agents; (ii) wrongful detention of an Agency Prisoner as a result of the County's actions; and (iii) the County's failure or refusal to release an Incarcerated Individual timely.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- C. Participation in Defense, No Waiver. A party has the right, but not the 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.
16. **INSURANCE.** Each party shall maintain in good standing during the term of this Agreement sufficient general liability insurance to protect both parties against claims that arise out of or are related to this Agreement in such amounts as are prudent and customary for the jurisdiction. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect the parties against loss and as ordinarily carried by municipalities engaged in similar operations. The lack of sufficient insurance shall not limit the liability of the indemnifying party under this Agreement. Each party shall provide the other with a certification of insurance or self-insurance upon request.
17. **WAIVER OF ARBITRATION RIGHTS.** The parties, being familiar with the provisions of RCW 39.34.180(3), expressly waive all rights under RCW 39.34.180(3), now in effect and as amended, to arbitrate the level of compensation for incarceration services charged under this Agreement or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in writing executed by the parties.
18. **NOTICE.** All notices required under this Agreement will be delivered in writing to the Chief of Corrections or Police Chief. 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.

19. **GOVERNING LAW, VENUE, FEES.** The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington, or as provided by RCW 36.01.050. Should any party bring any legal action, each party in such action shall bear the cost of its attorney's fees and court costs.
20. **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable laws, rules, regulations, and standards pertaining to them in connection with or related to this Agreement.
21. **PUBLIC RECORDS ACT.** 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, 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.
22. **INDEPENDENT CAPACITY.** Each party and its respective employees or agents will act as independent contractors and continue to be the employees or agents of that party, which will be solely and exclusively responsible for their employees and agents. Employees and agents of one party will not be considered for any purpose whatsoever under this Agreement to be employees or agents of the other party to this Agreement. No party will have the authority to bind the other party, absent a written agreement of the parties, nor the authority to control the employees, agents, or contractors of the other party to this Agreement. All employer rights, duties, and obligations will remain with the employing party.
23. **NONDISCRIMINATION.** No party shall discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstances prohibited by federal, state, or local law. Each party shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
24. **HEADINGS/CAPTIONS.** Headings and captions used are for convenience only and are not a part of the Agreement. They do not limit or amplify the terms and provisions hereof.
25. **NO PARTY THE DRAFTER.** The Agreement is the product of negotiation between the parties; no party is deemed the Agreement's drafter.
26. **NO THIRD-PARTY BENEFICIARY.** Nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including the public or any member thereof, or to authorize anyone other than the County and the Agency to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
27. **DISPUTE RESOLUTION.** In the event of a dispute between the parties regarding the terms and conditions or performance of this Agreement, the parties shall use their best efforts to resolve the differences on an informal basis.

28. NO JOINT VENTURE. Nothing in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
29. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
30. DISCLAIMER. Nothing in this Agreement will be construed in any manner that would limit a party's authority or powers under law.
31. ASSIGNMENT. The rights or obligations under this Agreement and any claims arising thereunder are not assignable or delegable by any party.
32. NO WAIVER. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance, nor does the payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence to it.
33. AMENDMENT. The parties may amend this Agreement as they deem appropriate, provided any such amendment shall not become effective unless it is written and signed by the parties with the same formality as this Agreement.
34. ENTIRE AGREEMENT. This Agreement contains all terms and conditions agreed upon by the parties, except necessary operational agreements. It supersedes any other Agreement or understanding of the parties relating to the subject matter of this agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties.
35. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination shall survive. Those provisions include the respective responsibilities of each party, compensation, and indemnification.
36. 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.
37. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all will constitute the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
38. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. 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 they sign.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF BREMERTON

KITSAP COUNTY

\_\_\_\_\_  
TOM WOLFE, Chief of Police

\_\_\_\_\_  
JOHN GESE, SHERIFF

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF BREMERTON

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

**DATED** or **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
**KATHERINE T. WALTERS**, Chair

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**4F**

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**SUBJECT:**

Resolution No. 3392 to approve provision of  
Wastewater Utility Services to 1910 SW  
Cook Road

Study Session Date: January 8, 2025

COUNCIL MEETING Date: January 15, 2025

Department: Public Works

Presenter: Janelle Hitch

Phone: (360) 473-5285

**SUMMARY:**

The applicant has requested wastewater service for a residence at 1910 SW Cook Road. This property is outside the City limits, City Wastewater Service Area, and Urban Growth Area (UGA). The request is being made due to the failure of the existing septic system; the condition was confirmed by the Kitsap Public Health District.

The City has received a letter from the Kitsap Public Health District certifying the failure of the septic system and the indicates the system cannot be repaired or replaced. The letter indicates that connection is necessary to protect public health and safety. The action before the Council is to adopt a Resolution for a Policy Exception for Wastewater service outside the service area.

**ATTACHMENTS:**

Resolution No. 3392, and Staff Memorandum

**FISCAL IMPACTS (Include Budgeted Amount):**

There are no fiscal impacts associated with this request.

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

**RECOMMENDED MOTION:**

Move to pass Resolution No. 3392 to allow 1910 SW Cook Road to receive wastewater service from the City of Bremerton pursuant to BMC 15.03.040.

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

## **RESOLUTION NO. 3392**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, authorizing the provision of wastewater utility services to 1910 SW Cook Road, located outside the City limits and outside the Urban Growth Area.

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

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

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

WHEREAS, Subsection 15.03.040(b)(2) allows an exception for cases where an existing septic system serving a property has failed, and (i) The Health District local health official certifies that an existing septic system has failed and is physically incapable of being repaired or replaced in a manner meeting applicable health standards; and (ii) Connection is shown to be necessary to protect basic public health and safety and the environment; and (iii) For property located outside an urban growth area, the utility services provided by the connection are financially sustainable at rural densities and do not permit urban development pursuant to RCW [36.70A.110](#)(4); and

WHEREAS, at the subject property at 1910 SW Cook Road (tax parcel 332401-4-096-2005), the Kitsap Public Health District has provided certification that the existing septic system has failed and is physically incapable of being repaired or replaced in a manner meeting applicable health standards; and

WHEREAS, the Kitsap Public Health District has indicated that connection to the wastewater system is necessary to protect basic public health and safety and the environment; and

WHEREAS, property located outside an urban growth area, the utility services provided by the connection are financially sustainable at rural densities and do not permit urban development pursuant to RCW [36.70A.110](#)(4); and

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



WHEREAS, the Director of Public Works & Utilities finds the proposed extension of the wastewater utility services necessary; NOW THEREFORE,

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

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

**SECTION 2.** Based on the findings set forth in the recitals above, the City Council shall exercise its discretion as authorized pursuant to BMC 15.03.040, and the City will provide wastewater utility services to 1910 SW Cook Road (tax parcel 332401-4-096), located outside the City limits and the Urban Growth Area. A vicinity map of the subject property is shown as **Exhibit A**. This service will be provided as the existing system has failed. Service to this property is provided conditioned upon the owner of the property for which service is authorized execute an Outside Utility Agreement with the City which grants the City of Bremerton a limited power of attorney to include owner's consent to annexation of the property as part of any notice of intent or petition for annexation presented to the City of Bremerton. This service is further conditioned on the owner of the property obtaining any necessary permits, reviews, and approvals from any necessary permitting authorities.

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

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

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

\_\_\_\_\_  
JENNIFER CHAMBERLIN, Council  
President

APPROVED AS TO FORM:

ATTEST:

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

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

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

# MEMORANDUM

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To: City Council

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

Date: 11/26/2024

Re: 1910 SW Cook Road - Request for Utility Services Outside Bremerton City Limits

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**Request:** The Applicant, Ben Shank, has requested City wastewater utility services for a parcel located at 1910 SW Cook Road, the property tax parcel number is: 332401-4-096-2005. The property location is shown in Exhibit 1 Site Map. This property is outside City limits within the jurisdiction of Kitsap County. The property is outside the City of Bremerton wastewater service area and outside of an Urban Growth Area (UGA).

**City Council's Decision:** Pursuant to Bremerton Municipal Code (BMC) 15.03.040, "It is the general policy of the City of Bremerton that properties located outside the City limits annex into the City before wastewater utility services are provided to those properties." For the purpose of this section, "service" means extension of and/or service connections to City wastewater utilities to property located outside City limits. The City Council may, in its sole and absolute discretion, provide wastewater utility services to properties outside of the City limits if certain conditions are met. The relevant exception for the Council to allow wastewater utility services without annexation falls under 15.03.040 (b) (2) Failed Systems. In cases where an existing septic system serving a property has failed, and:

- (i) The Health District local health official certifies that an existing septic system has failed and is physically incapable of being repaired or replaced in a manner meeting applicable health standards; and
- (ii) Connection is shown to be necessary to protect basic public health and safety and the environment; and
- (iii) For property located outside an urban growth area, the utility services provided by the connection are financially sustainable at rural densities and do not permit urban development pursuant to RCW [36.70A.110](#)(4)

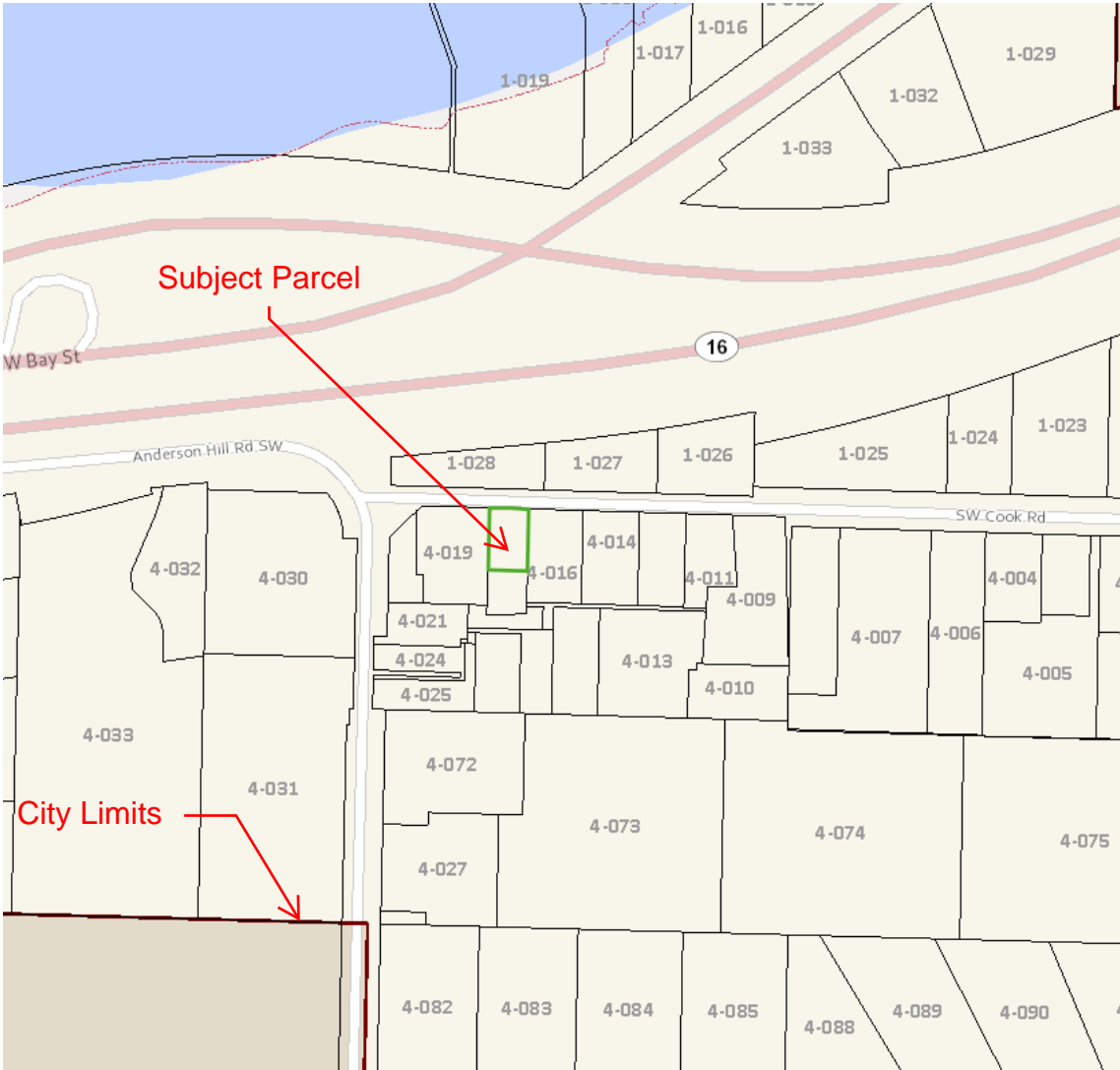
**Kitsap Public Health District Finding:** Exhibit 2 is a letter from the Kitsap Public Health District certifying the failure of the septic system and the indicates the system cannot be repaired or

replaced. Further the letter indicates that connection is necessary to protect public health and safety. As indicated above, this property is outside a UGA and is zoned Rural Residential.

**Proposed Wastewater Service Extension:** For the City to provide wastewater service to the subject parcel the owner will be required to extend the existing sewer collection system.

**Summary:** As demonstrated the attached letter from Kitsap Public Health District the property at 1910 SW Cook Road has a failed septic system and is requesting connection to the City of Bremerton wastewater system. Annexation as currently infeasible as the property is not located within a UGA. The City Council must decide in its sole and absolute discretion whether to provide wastewater service to this property in accordance with BMC 15.03.040 (b)(2) – Failed Systems.

Exhibit 1: Site Map



# Exhibit 2: Kitsap Public Health District Letter



KITSAP PUBLIC  
HEALTH DISTRICT

345 6th Street, Suite 300  
Bremerton, WA 98337  
360-728-2235

October 9, 2024

Janelle Hitch, P.E.  
Managing Engineer – Development  
Public Works & Utilities  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337

**RE: DOCUMENTATION OF A PUBLIC AND ENVIRONMENTAL HEALTH HAZARD FOR  
ALLOWING THE PROPERTY LOCATED AT 1910 SW COOK RD, PORT ORCHARD,  
WA 98367 TO BE CONNECTED TO SEWER**

Dear Janelle:

The purpose of this letter is to document the site conditions at the above referenced property that the Health District believes meet the criteria set forth in Section B. (1) of Kitsap County Resolution 090-1998 that allow the properties to connect to sanitary sewer when located outside an Urban Growth Area boundary. This letter also details how the property conditions meet the requirements of connecting to sanitary sewer as set forth in Section 6.H of the Kitsap County Board of Health Ordinance No. 2008A-01, "Onsite Sewage System and General Sewage Sanitation Regulations".

The Health District has determined that the property listed above meets the criteria set forth in Section B. (1) of Kitsap County Resolution 090-1998 due to the lack of a suitable onsite sewage system that is causing both a public and environmental health hazard.

Franklin J. Clark (a state licensed onsite wastewater treatment system designer) has provided information as to the inability to provide for a replacement septic drainfield on the lot due to a lack of adequate space and horizontal setback issues. The Health District concurs with these findings.

The Health District requests that the Bremerton Public Works & Utilities Department and the Kitsap County Department of Community Development review this documentation as part of an application and approve a sewer connection for this property. If you have any questions, or need any additional information, please call me at (360) 728-2225.

[kitsappublichealth.org](http://kitsappublichealth.org)



Page **2** of **2**

Respectfully,



Eric Evans, RS  
Assistant Division Director  
Environmental Health Division

Cc: Scott Diener, Kitsap County Department of Community Development



P. O. Box 1954, Silverdale, WA 98383 // (360) 830-4765

October 8, 2024

A + Onsite, LLC  
P.O. Box 1954  
Silverdale, WA 98383-1954

Ben Shank  
1633 Waterston Ave Apt "C"  
Austin, TX 78703

Reference: 1910 SW Cook Rd, Port Orchard, WA 98367

To Whom It May Concern:

We are writing you this letter regarding the failed septic system at the property of 1910 SW Cook Rd, Port Orchard, WA 98367, and the findings of the feasibility study conducted on 03Oct2024.

The existing Septic tank is not sound, nor watertight and existing drain field had been previously noted to have failed. A + Onsite, LLC was contracted to conduct a feasibility study for the purposes of creating a new septic design. Preliminary work found that the current owner split the lot and sold off the only portion of the lot that may have been able to support a repair/replacement system to a neighbor. The feasibility study found that the original system had been installed 12" below the impermeable layer of viable 18" soils. Additionally, it was noted that due to site topography and site conditions & limitations there is no space on the existing lot that will support either a conforming or a non-conforming septic system. It is recommended that the house be connected to the closest sewer mainline to ensure the house is not condemned.

Should you have any questions or concerns we can be reached by call (360) 830-4765 or by email at [aplusonsite@live.com](mailto:aplusonsite@live.com).

Franklin J Clark  
President of A + Onsite, LLC



## Janelle Hitch

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**From:** Scott Diener <SDiener@kitsap.gov>  
**Sent:** Thursday, October 10, 2024 10:15 PM  
**To:** Eric Evans; Janelle Hitch  
**Cc:** Kimberly Jones  
**Subject:** RE: 1910 SW Cook RD Sewer Letter - Failing Septic System  
**Attachments:** 2024-10-09 15-49.pdf; 1910 SW Cook Rd Sewer Letter.pdf

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

Eric, Janelle:

DCD has no objections to the subject property connecting to sanitary sewer, and it meets the documented 'failed septic' test by which a rural property may be served and is in the best interest of the public. Please advise if further Qs.

Regards,



**Scott Diener**  
Manager, Planning and Environmental Programs  
SEPA Responsible Official  
Kitsap County Department of Community Development  
360-536-5452

*Your Partner in Building Safe, Resilient, and Sustainable Kitsap County Communities!*

[Kitsap.gov/DCD](https://kitsap.gov/DCD)



**SIGN UP HERE FOR DCD NEWS UPDATES**

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**From:** Eric Evans <Eric.Evans@kitsappublichealth.org>  
**Sent:** Wednesday, October 9, 2024 4:01 PM  
**To:** Janelle Hitch <Janelle.hitch@ci.bremerton.wa.us>  
**Cc:** Scott Diener <SDiener@kitsap.gov>; Kimberly Jones <kimberly.jones@kitsappublichealth.org>  
**Subject:** 1910 SW Cook RD Sewer Letter - Failing Septic System

**[CAUTION:** This message originated outside of the Kitsap County mail system. **DO NOT CLICK on links or open attachments** unless you were expecting this email. If the email looks suspicious, contact the Helpdesk immediately at 360-337-5555, or email at [Helpdesk@kitsap.gov](mailto:Helpdesk@kitsap.gov)]

Hello,



Please find the attached letter requesting that the home serving 1910 SW Cook RD be connected to sewer. Scott, you are cc'd because this is outside the UGA.

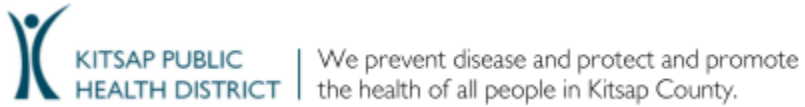
Thanks!

**Eric Evans, RS** 📧

Assistant Division Director, Environmental Health Division

(360) 728-2225 Office | (360) 728-2235 Main | (360) 509-2197 Cell

[eric.evans@kitsappublichealth.org](mailto:eric.evans@kitsappublichealth.org) | [website](#) | [social media](#)



**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**4G**

**SUBJECT:**

Resolution No. 3393 to approve provision of Wastewater Utility Services to 13 properties on Sherman Heights Road

Study Session Date: January 8, 2025

COUNCIL MEETING Date: January 15, 2025

Department: Public Works

Presenter: Janelle Hitch

Phone: (360) 473-5285

**SUMMARY:**

The applicant has requested wastewater service for 13 properties that are outside of the City limits, but within both the West Bremerton Urban Growth Area (UGA) and the City's Wastewater Service Area. The applicant has requested the provision of the City wastewater service to his properties and is proposing to connect 4 existing and 5 new single-family residences and 23 units of apartments in conformance with Kitsap County zoning. The 13 properties include parcel numbers: 4624-068-004-0001, 4624-068-016-0007, 4624-068-002-0003, 4624-068-001-0202, 4624-068-001-0103, 4624-068-001-0301, 282401-4-040-2009, 282401-4-041-2008, 282401-4-044-2005, 282401-4-037-2004, 282401-4-038-2003, 282401-4-042-2007, 282401-4-043-2006.

Pursuant to the Bremerton Municipal Code (BMC) 15.03.040, properties located outside of the City limits must annex to obtain wastewater services. However, BMC 15.03.040(b) allows the City Council to approve wastewater service when annexation is infeasible.

Staff have analyzed the subject properties and consider annexation infeasible at this time due to lack of overall support from the area property owners.

**ATTACHMENTS:**

Resolution No. 3393 **Updated 1/14/25 8:43 AM** and Staff Memorandum

**FISCAL IMPACTS (Include Budgeted Amount):**

There are no fiscal impacts associated with this request.

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

**RECOMMENDED MOTION:**

Move to pass Resolution No. 3393 to allow the Sherman Heights properties to receive wastewater service from the City of Bremerton pursuant to BMC 15.03.040.

**COUNCIL ACTION:**    ☐ Approve    ☐ Deny    ☐ Table    ☐ Continue    ☐ No Action  
Form Updated 04/19/2024

**RESOLUTION NO. 3393**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, authorizing the extension of wastewater utility services to 13 properties on Sherman Heights Road, located outside the City limits by within the West Bremerton Urban Growth Area.

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

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

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

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

WHEREAS, the subject properties (tax parcels 4624-068-004-0001, 4624-068-016-0007, 4624-068-002-0003, 4624-068-001-0202, 4624-068-001-0103, 4624-068-001-0301, 282401-4-040-2009, 282401-4-041-2008, 282401-4-044-2005, 282401-4-037-2004, 282401-4-038-2003, 282401-4-042-2007, & 282401-4-043-2006), are located within the West Bremerton UGA; and

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

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

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

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

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

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

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

**SECTION 2.** Based on the findings set forth in the recitals above, the City Council shall exercise its discretion as authorized pursuant to BMC 15.03.040, and the City will provide wastewater utility services to the 13 properties on Sherman Heights Road (tax parcels 4624-068-004-0001, 4624-068-016-0007, 4624-068-002-0003, 4624-068-001-0202, 4624-068-001-0103, 4624-068-001-0301, 282401-4-040-2009, 282401-4-041-2008, 282401-4-044-2005, 282401-4-037-2004, 282401-4-038-2003, 282401-4-042-2007, & 282401-4-043-2006), located outside the City limits but within the West Bremerton Urban Growth Area. A vicinity map of the subject property is shown as **Exhibit A**. This service will be provided as annexation of the property located within the City's urban growth area is not currently feasible. Service to this property is provided conditioned upon the owner of the property for which service is authorized execute an Outside Utility Agreement with the City which grants the City of Bremerton a limited power of attorney to include owner's consent to annexation of the property as part of any notice of intent or petition for annexation presented to the City of Bremerton as Shown as **Exhibit B**.

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

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

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

\_\_\_\_\_  
ERIC YOUNGER, Council President

APPROVED AS TO FORM:

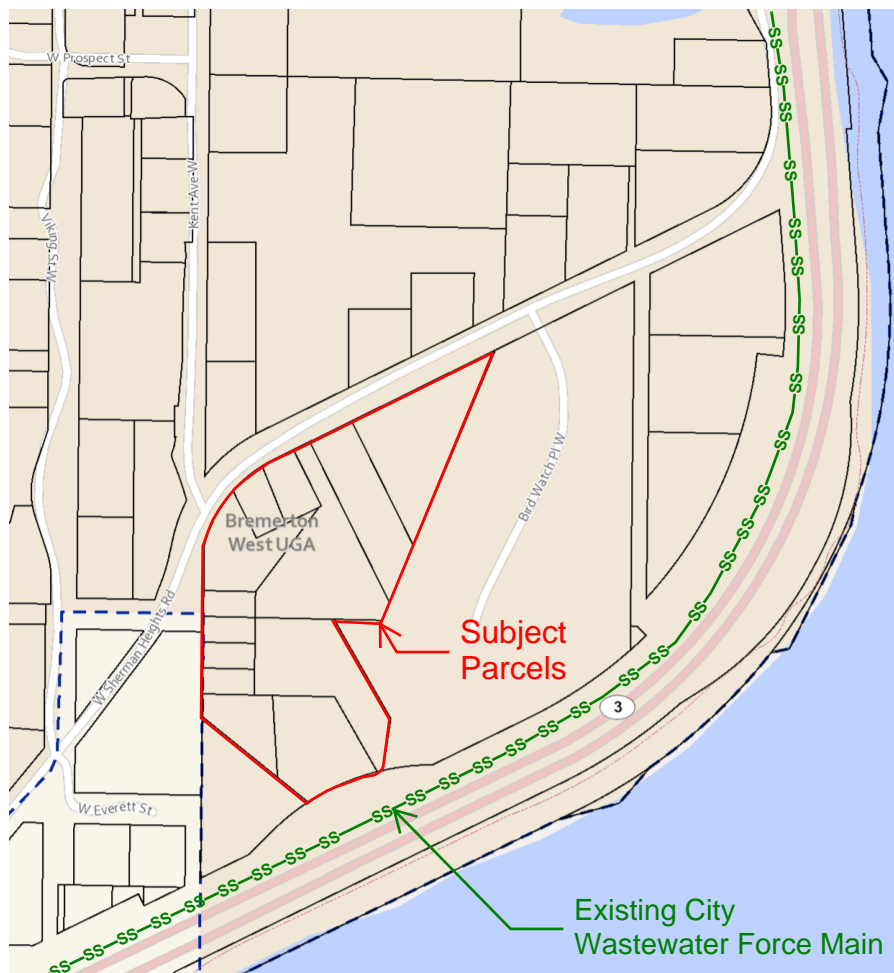
ATTEST:

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

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

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# Exhibit A



# Exhibit B

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

## AUDITOR/RECORDER'S INDEXING FORM

<b>Document Title(s):</b> 1. Outside Utilities Agreement	
<b>Reference Number(s) of Documents assigned or released:</b> <u>N/A</u>	
<b>Grantor(s):</b> Thomas and Jean Weaver	
<input checked="" type="checkbox"/> Additional names on page <u>3</u> of document.	
<b>Grantee(s):</b> 1. The City of Bremerton	
<input checked="" type="checkbox"/> Additional names on page <u>4</u> of document.	
<b>Legal Description:</b> A PTN OF GOVERNMENT LOTS 3 and 4, SEC 28, TWP 24 N, RNG 1E, W.M., IN (abbreviated) KITSAP COUNTY, WASHINGTON,	
<input checked="" type="checkbox"/> Additional legal is on page <u>5-6</u> of document.	
<b>Assessor's Property Tax Parcel/Account Number:</b>	282401-4-043-2006, 282401-4-042-2007, 282401-4-044-2005, 282401-4-038-2003, 282401-4-037-2004, 282401-4-041-2008, 282401-4-040-2009, 4624-068-001-0103, 4624-068-001-0202, 4624-068-002-0003, 4624-068-001-0301, 4624-068-016-0007, 4624-068-004-0001
<b>Project Name:</b> Sherman Heights Road Weaver Property Development	

## OUTSIDE UTILITIES AGREEMENT

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

Page 1 of 7

Outside Utilities Agreement  
Rev. 09/2021

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

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

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

**SEE ATTACHED EXHIBIT A**

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

1. Services Provided. City of Bremerton shall provide utility services consistent with service areas defined by the City comprehensive utility plans as amended, and terms and conditions of a current Letter of Availability from the Bremerton Utilities Department.
2. Rates and Charges. Owner shall pay when due all connection charges, assessments, and rates established for city utility services by City ordinance for the Owner's user class.
3. Street Standards. Development of the property described above shall comply with the development standards of City of Bremerton's adopted street standards.
4. Utility Improvements. **Sewer**
5. Annexation. Owner, by signing below, grants to the City of Bremerton a Limited Power of Attorney to include this Agreement as Owner's consent to the annexation of the Property as part of any Notice of Intent or Petition for Annexation presented to the City of Bremerton.

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

This Power of Attorney is nonrevocable.

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

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

OWNER(S):

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Thomas Weaver, Owner

BY: \_\_\_\_\_

Jean Weaver, Owner

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

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

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



**CITY OF BREMERTON**

DATED:\_\_\_\_\_

BY: \_\_\_\_\_  
Greg Wheeler, Mayor

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
Thomas Knuckey  
Director of Public Works and Utilities

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kylie J. Finnell, Bremerton City Attorney

\_\_\_\_\_  
Angela Hoover, City Clerk

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

## **EXHIBIT A**

PARCEL NUMBER 282401-4-043-2006

RESULTANT LOT D OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 282401-4-042-2007

RESULTANT LOT J OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 68 AND 69, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

PARCEL NUMBER 282401-4-044-2005

RESULTANT LOT E OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 282401-4-038-2003

RESULTANT LOT 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202310240087, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 282401-4-037-2004

RESULTANT LOT 1 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202310240087, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 282401-4-041-2008

RESULTANT LOT B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 282401-4-040-2009

RESULTANT LOT A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

PARCEL NUMBER 4624-068-001-0103

RESULTANT LOT F OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 68, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

PARCEL NUMBER 4624-068-001-0202

RESULTANT LOT G OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 68, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

PARCEL NUMBER 4624-068-002-0003

RESULTANT LOT H OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 68, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

PARCEL NUMBER 4624-068-001-0301

RESULTANT LOT K OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 68 AND 69, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

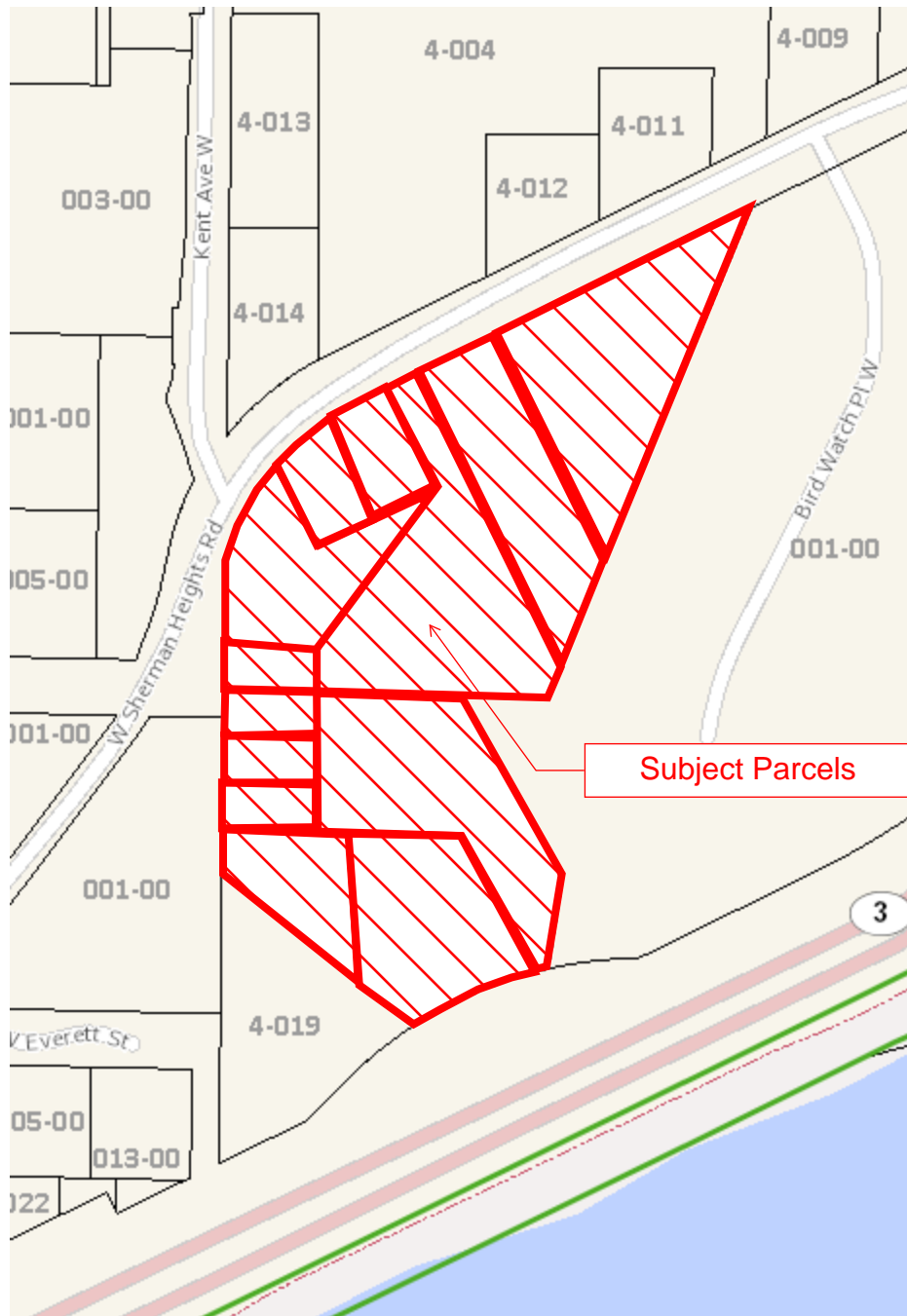
PARCEL NUMBER 4624-068-016-0007

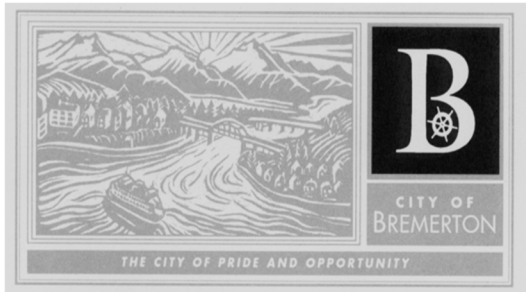
RESULTANT LOT J OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 68 AND 69, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY, WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.

PARCEL NUMBER 4624-068-004-0001

RESULTANT LOT I OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 202311200160, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 202310240086, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 68, RE-PLAT OF PORT ORCHARD CITY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 45, RECORDS OF KITSAP COUNTY,

WASHINGTON, AND PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 EAST W.M., IN KITSAP COUNTY WASHINGTON.





## DEPARTMENT OF PUBLIC WORKS, UTILITIES & ENGINEERING

# MEMORANDUM

To: City Council

From: Janelle Hitch, Civil Engineer, of Public Works, Utilities and Engineering

Date: October 7, 2024

Re: Request for Utility Services Outside the City of Bremerton Limits: W. Sherman Heights Road

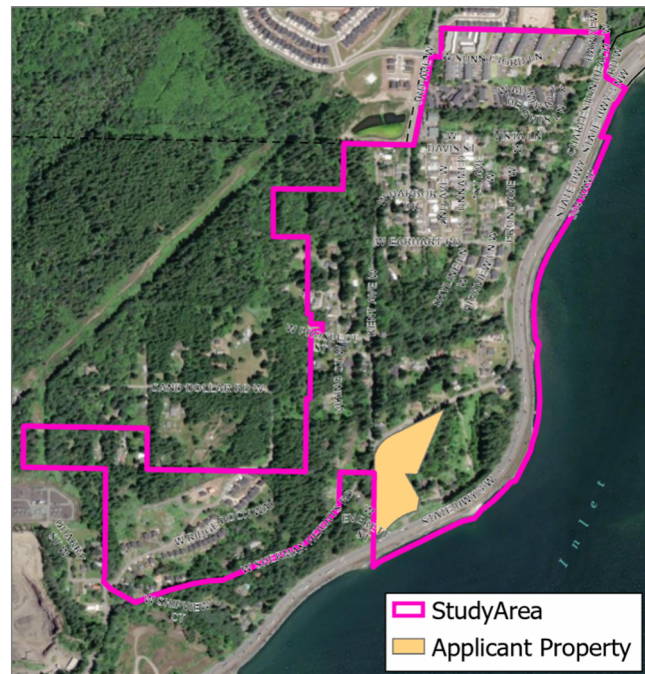
**Request:** The Applicant, Thomas & Jean Weaver, have requested City wastewater utility services to potentially service the following 13 tax parcel numbers:

282401-4-043-2006	4624-068-001-0103
282401-4-042-2007	4624-068-001-0202
282401-4-044-2005	4624-068-002-0003
282401-4-038-2003	4624-068-001-0301
282401-4-037-2004	4624-068-016-0007
282401-4-041-2008	4624-068-004-0001
282401-4-040-2009	282401-4-019-2006

**City Council's Decision:** Will City Council allow wastewater services to be extended to an area in the West Bremerton Urban Growth Area without requiring annexation?

Pursuant to Bremerton Municipal Code (BMC) 15.03.040, "It is the general policy

of the City of Bremerton that properties located outside the City limits annex into the City before wastewater utility services are provided to those properties. For the purpose of this section, "service" means extensions of and/or service connections to City wastewater utilities to property located outside City limits." The City Council may, in its sole and absolute discretion, provide wastewater utility services to properties outside of the City limits if certain conditions are met. The relevant exception for the Council to allow wastewater utility services without annexation falls under BMC 15.03.040 (b)(1) Annexation is not feasible.



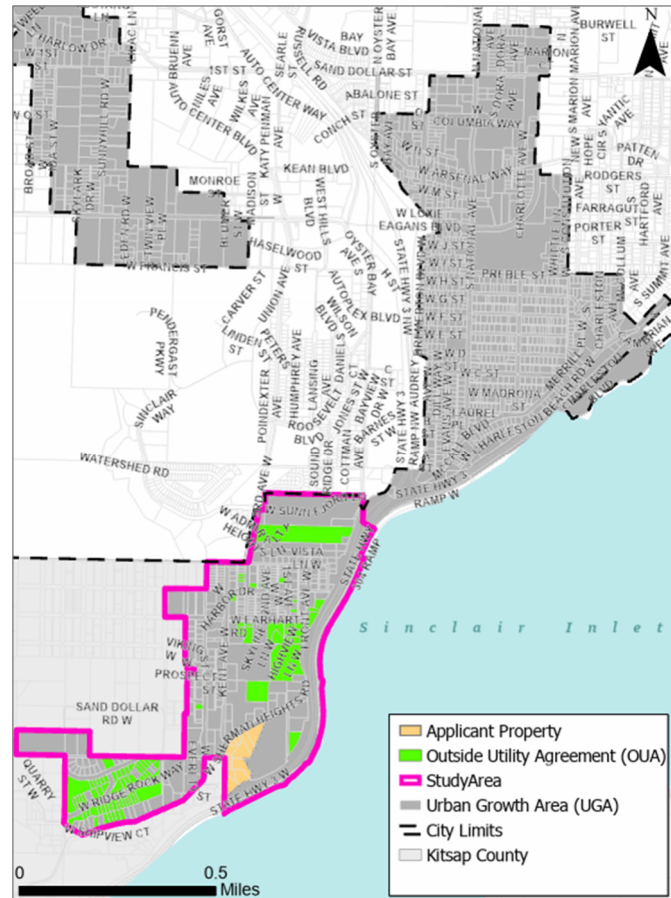
**Department of Community Development (DCD) Analysis of Annexation:** Pursuant to Bremerton Municipal Code (BMC) 15.03.040 when an owner of a property located outside the City limits request extension of utility service, the City Council may provide wastewater utility services to those properties if annexation is not feasible.

To the left is an image illustrating the applicant properties (*yellow*), Outside Utility Agreements (*green*), and the Annexation Study Area (*pink*).

*Must be contiguous to the City.*  
Per State Law and Kitsap Countywide Planning Policies, the City may annex property if it is contiguous to City of Bremerton limits. As the subject property is not contiguous to the City limits, the City could not annex just this property. To make annexation possible, more property would need to be included into the annexation area to make this area contiguous to the City of Bremerton limits.

*Must have properties in support of annexation.*  
When reviewing a larger possible annexation area (as shown in the purple marks in the picture above), annexation analysis using the Petition Method of Annexation was performed. This commonly used annexation method requires the signatures of property owners representing 60% of the total assessed property value of the area to be in support of the proposed for annexation. This proposed annexation area does not have the required 60% of the total assessed property value as illustrated here:

Therefore, as currently proposed, if the City received a Petition to Annex from the property owner, this request may not be successful as the City does not currently have the support of 60% of the total assessed property values. With the



Study Area	
Total Area	201.5 acres
Number of Parcels	359
Total Assessed Property Value	\$118,867,330
Applicant Property	
Total Area	6.48 acres
Number of Parcels	14
Total Assessed Property Value	\$1,627,680
Outside Utility Agreements (OUAs)	
Total Area	56.4 acres
Number of Parcels	83
Total Assessed Property Value	\$67,130,960

requester petitioning the City to annex, the City would have 57.8% of the total assessed property values in the area proposed to be annexed.

*Public Work's Recommendation.* As demonstrated in the DCD's Annexation Analysis, additional properties are needed to support annexation of this area. To require a property owner to gather the support of their neighboring properties of over \$2.5 million is an onerous request. As such, City Staff finds that annexation at this time is not feasible and recommends that City Council allow an extension of wastewater utility services to the applicants' property.

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**4H**

---

**SUBJECT:**

Alternative Transportation Program Grant  
Agreement with the WA State Transportation  
Improvement Board for the Warren Avenue  
Sidewalk Gap Project

Study Session Date:	January 8, 2025
COUNCIL MEETING Date:	January 15, 2025
Department:	PW & Utilities
Presenter:	Chris Dimmitt
Phone:	(360) 473-2307

**SUMMARY:** The City has been offered an Alternative Transportation Program Grant from the Washington State Transportation Improvement Board (TIB) to partially fund sidewalk gap improvements on Warren Avenue from Burwell Street to 4<sup>th</sup> Street. The project provides funding for City crews to install approximately 200 linear feet of sidewalk. The project cost is estimated at \$57,000. The TIB grant award will pay for 76% of eligible project costs with a maximum grant of \$43,320. The City match amount is \$13,680. Acceptance of the grant requires execution of the Grant Agreement and completion of the Project Funding Status Form.

**ATTACHMENTS:** 1) Grant Agreement; 2) Project Funding Status Form; 3) Site Map;

**FISCAL IMPACTS (Include Budgeted Amount):** This project cost is included in the Capital Improvement Program, budgeted in the Sidewalk Program.

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

**RECOMMENDED MOTION:**

Move to approve the Grant Agreement with the Washington State Transportation Improvement Board for the Warren Avenue Sidewalk Gap 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



City of Bremerton  
P-W-152(P03)-1  
Warren Ave Sidewalk  
Burwell St to 4th St

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Bremerton  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Warren Ave Sidewalk, Burwell St to 4th St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Bremerton, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 76.0000 percent of approved eligible project costs up to the amount of \$43,320, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

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Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name **BREMERTON**  
Project Name: **Warren Ave Sidewalk  
Burwell St to 4th St**

TIB Project Number: **P-W-152(P03)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
BREMERTON	13,680	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	13,680	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

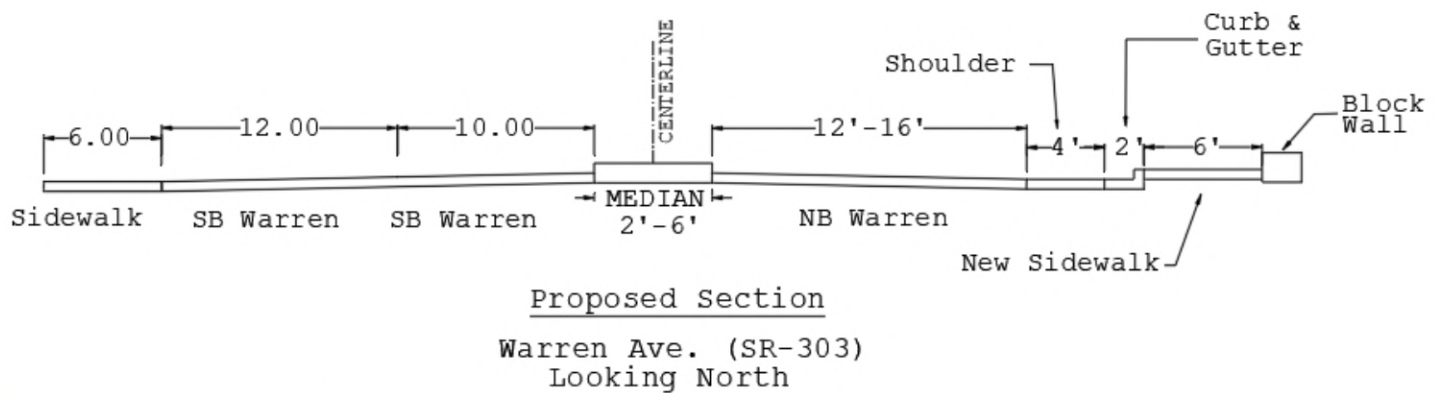
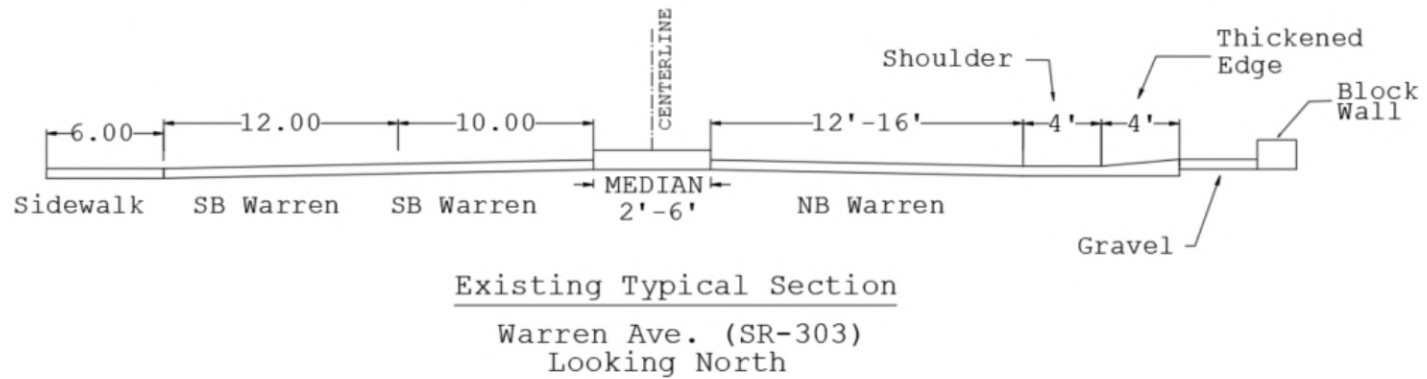
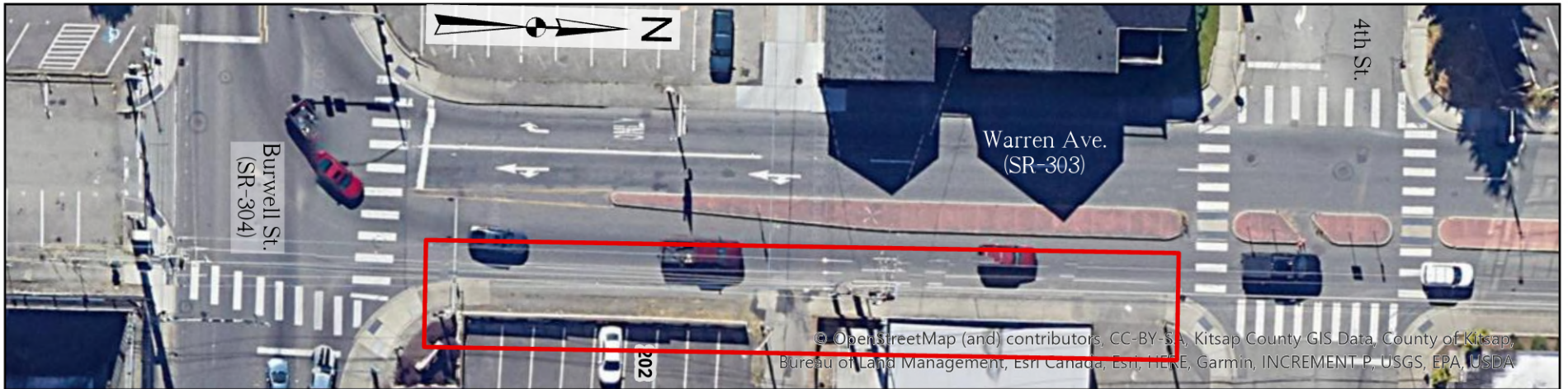
Financial Officer


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



	Drawing Scale	<i>City of Bremerton</i> Department of Public Works & Utilities Engineering Division		2025 TIB Grant Exhibit Sidewalk Gap Improvement Warren Ave. - Burwell St. to 4th St.		
	Horiz. 1:500					
Drawing Name / #	Drawn By BHM	Date 7/17/24	Design By CFD	Checked By CFD	Sheet 1 of 1	

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**6A**

**SUBJECT:**

Public Works Agreement for Purchase of  
Playground Equipment from Landscape  
Structures, Inc. for Haddon Park

Study Session Date: January 8, 2025

COUNCIL MEETING Date: January 15, 2025

Department: Parks & Recreation

Presenter: Tim Barker

Phone: (360) 473-5428

**SUMMARY:**

This project will install a new accessible playground at Haddon Park. The playground equipment was selected through public feedback conducted at a Parks & Recreation Commission meeting, and the Commission approved the final design on December 3<sup>rd</sup>.

The equipment pricing has been competitively solicited and publicly awarded through the Sourcewell Cooperative Purchasing Agreement. The Total Project Cost: \$136,080.45, installation, freight, and sales tax included.

**ATTACHMENTS:** 1) Public Work Agreement; 2) Landscape Structures, Inc. Quote #2412-12453; 3) Playground Design Drawings; and 4) Presentation

**FISCAL IMPACTS (Include Budgeted Amount):** The playground equipment (\$136,080.45) is funded through a \$132,000 CDBG grant, and the remaining balance will be funded through the Recreation Conservation Office grant. Funding for this project was approved by the City Council on 7/3/24.

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

**RECOMMENDED MOTION:**

Move to approve the Public Work Agreement for the purchase and installation of playground equipment from Landscape Structures, Inc. in the amount of \$136,080.45, sales tax included, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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



# PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation (“City”), and **Landscape Structures, Inc.** (“Contractor”), whose mailing address is **601-7<sup>th</sup> Street South, Delano, MN 55328-0198.**

The parties agree as follows:

**1. CONTRACTOR SERVICES.** The Contractor shall perform the following services for the City:

- Playground equipment
- Layout, mark and dig all holes required for installation of play equipment
- Set main post in concrete per the manufacture’s specifications
- Supervise play equipment installation and assembly during the Community Build Day as identified in quotation #2412-12453, attached hereto as Attachment A, which is incorporated herein.

**2. TIME OF COMPLETION.** Contractor shall complete the work within **90** calendar days from the date of issuance of the City’s Notice to Proceed.

**3. COMPENSATION.** The City shall pay the Contractor the total amount of **\$136,080.45**, which includes Washington State Sales Tax, for the work and services contemplated in this agreement. The City shall pay the Contractor ninety percent (90%) of the Contract amount upon completion and acceptance of the work by the City, and the remainder upon fulfillment of the conditions listed below and throughout this agreement.

A. No Performance Bond. Because this contract including applicable sales tax is \$150,000 or less, and pursuant to Chapter 39.08 RCW, the Contractor, in lieu of providing the City a performance bond, has elected to have the City retain the final ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City’s written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by

the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

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

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

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

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

If the City terminates this agreement for good cause, the Contractor shall not receive any further monies due under this agreement until the Contract work is completed.

**6. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages and comply with Chapter

39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Contractor will be required to pay **Federal, Davis-Bacon Wage Rates** current on the bid opening date. The Davis-Bacon wage rates are available at the US Department of Labor website.

**7. CHANGES.** The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
  - 1. Immediately give a signed written notice of protest to the City;
  - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
    - a. The date of the Contract's protest.
    - b. The nature and circumstances that caused the protest.
    - c. The provisions in this agreement that support the protest.
    - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
    - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

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

3. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.
- C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Liens. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk

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

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS**

ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

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

**9. WARRANTY.** The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the Contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

**10. INDEMNIFICATION.** Contractor shall defend, indemnify and hold the City, its officer, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the City's sole negligence.

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

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

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

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

**11. INSURANCE.** The Contractor shall procure and maintain for the duration of this agreement insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representative, employees, sub-consultants or sub-contractors.

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

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

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

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

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

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

The City reserves the right to receive a certified copy of all the required insurance policies. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

The Contractor shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

## **12. MISCELLANEOUS.**

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

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

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.

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

E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

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

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless

otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this agreement.

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

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

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

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

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

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

O. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially



equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

**IN WITNESS WHEREOF**, the parties below have executed this agreement.

CONTRACTOR

THE CITY OF BREMERTON

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
DATE\_\_\_\_\_

**Notices to be sent to:**

CONTRACTOR:

Attn: John Larson  
Landscape Structures, Inc.  
2104 SW 152<sup>nd</sup> Street, Ste 1  
Burien, WA. 98166  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
DATE\_\_\_\_\_

**Notices to be sent to:**

CITY OF BREMERTON:

Attn: Tim Barker  
City of Bremerton  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337  
(360) \_\_\_\_\_  
(360) \_\_\_\_\_ (facsimile)

APPROVED AS TO FORM:

\_\_\_\_\_  
Kylie J. Finnell  
Bremerton City Attorney

ATTEST:

\_\_\_\_\_  
Angela Hoover, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Public Works Agreement (short form) Rev. 04 2023.doc

# Lulu D. Haddon Park

Quote / Worksheet #2412-12453



## To:

**Bremerton Parks and Recreation**  
680 Lebo Blvd Bremerton, WA 98310 **Colette Berna**  
Park Preservation & Development Manager  
Colette.Berna@ci.bremerton.wa.us 360.473.5429

## APPROVAL

signature

date

PO#

**Project Location: Lulu D. Haddon Park** 1525 N Lafayette Ave.  
Bremerton, WA 98312

**Concept  
A R.3**

Date

Lead Time

Terms

Quoted By

December 16, 2024

~ 8-12 weeks\*

see attached

Adam Basich 206.932.6366

### PLAY EQUIPMENT

	1762711-01-03	<b>DESIGN CONCEPT A - R.3</b> Custom PlayBooster Composite Play Structure, engineered and manufactured in Delano, MN by Landscape Structures, 100% employee owned American Made		\$ 106,965.00

### INSTALLATION

	INSTALL	Supervised Installation including Equipment delivery offload, all hole marking and digging, setting of 26 posts, Community Install Direction and Assistance		\$ 15,483.00
		Supervised Community Installation Quoted @ Davis Bacon Wages		

### SAFETY SURFACING

		Not Included in this Scope		

### SITEWORK/DEMOLITION

		Borders for this design are by others, per drawing 1762711-01-03		

Future Surfacing Components must be Quoted @ DAVIS BACON wages per client request.

To Place Order : Sign Approval Line + Color Approval Sheet, then:

Sourcewell Contact #010521-LSI City of Bremerton ID #20107

\$ (8,557.20)

#### Issue Purchase Order To:

Landscape Structures, Inc.  
attention: **Misty Link** 601 - 7th  
Street South Delano, MN  
55328-0198

mistylink@playlsi.com  
763.972.5591

#### Send for processing to:

PlayCreation, Inc. attention: **John Larson** 2104 SW 152nd Street,  
ste 1 Burien, WA 98166

JohnL@PlayCreation.com  
206.940.1108

Sourcewell



- 50% Deposit Due Upon Order Entry
- Pricing valid for 90 day
- Quote based on current pricing



Sub Total	\$ 113,890.80
Freight	\$ 10,725.00
Tax 9.2%	\$ 11,464.65
Bond	not included
Tax on Bond	not included
Total	\$ 136,080.45



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US, PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING.

SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

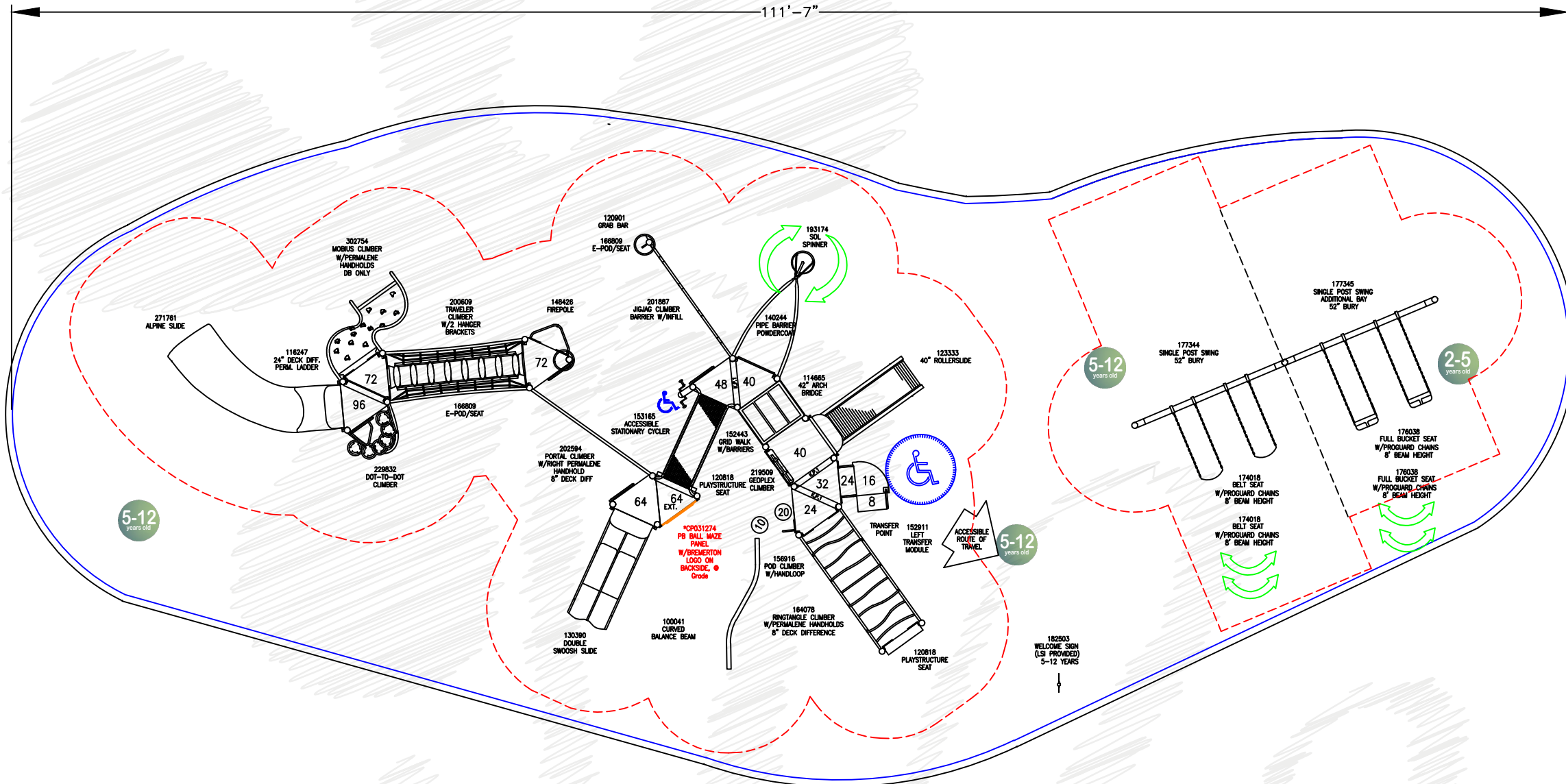
IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:  
AHB  
COPYRIGHT:  
10/30/2024  
LANDSCAPE STRUCTURES, INC.

601 7th STREET SOUTH - P.O. BOX 198  
DELANO, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-6091

PLEASE DO NOT SHARE YOUR CUSTOM DESIGNS WITH OTHER PLAYGROUND FIRMS OR MANUFACTURERS

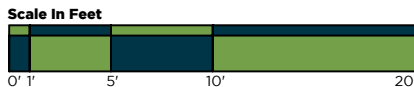
THANK YOU!



AGE: 5-12 ADA Counts include freestanding play items.

TOTAL ELEVATED PLAY COMPONENTS	16		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	N/A	REQUIRED	N/A
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED	9
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED	6
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	3

Total Approx. Area = 3911 SF  
Approx. Perimeter = 264 LF  
Critical Fall Height = 101"



## Lulu D. Haddon Park

Design A R.3  
Bremerton, WA

SYSTEM TYPE:  
**PlayBooster**

DRAWING #:  
**1762711-01-03**

PlayCreation, Inc.  
Representing  
Landscape Structures  
Project Manager  
[JohnL@PlayCreation.com](mailto:JohnL@PlayCreation.com)  
206.940.1108













Lulu D. Haddon Park - Design A



1762711-01-03 Haddon Park - Design A R.3 (Itemized Quote) • 11.6.2024

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# Lulu D. Haddon Park Playground

Public Works Agreement for Purchase of Playground  
Equipment from Landscape Structures, Inc.



# Haddon Park Playground Purchase – Background

- This project was identified as a high priority in the 6-year Capital Facility Plan (CFP), included in the 2020 Parks, Recreation & Open Space Plan.
- The original playground equipment was installed in 1998 but had been in storage for over a decade before being installed.
- In 2021, the P&R Dept. applied for a 132k CDBG grant to replace the outdated playground with an accessible one.
- In August 2024, options were evaluated at the P & R Commission meeting.
- The design was revised slightly and staff reviewed several color options and selected one that complements the restroom/shelter colors.
- In December 2024, the P&R Commission voted to proceed with the contract.
- The city has previously installed equipment from Landscape Structures at Warren Ave. Park, Kiwanis Park, and Evergreen Rotary Park.



# Haddon Park Playground – Adjacent Area





# Haddon Park Playground Location

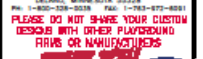




Representing Landscape Structures since 2004

**PLAY CREATION**

REP



# Haddon Park Playground – Preferred Option\*



Restroom Paint Swatches/Playground Colors



\*4<sup>th</sup> slide substituted w/climber



**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**6B**

**SUBJECT:**

Supplemental Agreement No. 4 with HDR  
Engineering, Inc. for the Naval Ave: 1<sup>st</sup>  
Street to 15<sup>th</sup> Street Pedestrian and Bicycle  
Enhancements Project

Study Session Date:	January 8, 2025
COUNCIL MEETING Date:	January 15, 2025
Department:	PW & Utilities
Presenter:	Vicki Grover
Phone:	(360) 473-2317

**SUMMARY:** In December of 2019, the City executed a contract (#6063) with HDR for the design of the Naval Ave: 1<sup>st</sup> Street to 15<sup>th</sup> Street Pedestrian and Bicycle Enhancements Project in the amount of \$614,400. Supplement No. 01 through No. 03 have been executed; extending the contract term to December 31, 2026, and increasing the contract value to \$853,324. This proposed Supplement No. 4 is for the Right Of Way Phase of the project; scope of work is for time and expenses related to Real Estate Services. These work tasks include but are not limited to, services to support property acquisition and documentation, extension of time for project management and design services to incorporate changes from Right of Way acquisition. This Supplement will increase the contract amount by \$1,460,952 (Total \$2,314,276) and extend the contract term to December 31, 2030. In addition, the contract amount for this Supplement also includes escalation costs from 2020 to 2024 for HDR and 3 sub-consultants.

**ATTACHMENTS:** 1) Supplement No. 4 with HDR 2) Presentation

**FISCAL IMPACTS (Include Budgeted Amount)** No fiscal impacts. This project cost is included in the Transportation Capital Projects (TransCap) budget.

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

**RECOMMENDED MOTION:**

~~Move to approve Supplemental Agreement No. 4 with HDR Engineering, Inc. for the Naval Ave: 1<sup>st</sup> Street — 15<sup>th</sup> Street Pedestrian and Bicycle Enhancements Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.~~

**Motion approved:**

Move to refer the Naval Ave Right of Way Acquisition, Contract Modification 4, to the Public Works Committee directing them to collaborate with Engineering Division and Administration to explore a compromise and report back to the Council with recommendations at the study session meeting on January 22nd.

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

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**6B**

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**RECOMMENDED MOTION:**

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



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>04</u>		Organization and Address HDR Engineering, Inc. 929 108th Avenue NE, Suite 1300 Bellevue, WA 98004 Phone: (425)-450-6200	
Original Agreement Number 315028 (City Contract 6063)		Execution Date February 13, 2020	Completion Date December 31, 2030
Project Number HLP-PB19(006)		New Maximum Amount Payable 2,314,276.71	
Project Title Naval Avenue- 1st Street to 15th Street Pedestrian and Bicycle Enhancements			
Description of Work This scope of work includes time and expenses for Real Estate Services for the Right Of Way Phase. These activities include but are not limited to services to support property acquisition and documentation, extension of time for project management and design services to incorporate changes from Right of Way acquisition.			

The Local Agency of City of Bremerton

desires to supplement the agreement entered in to with HDR Engineering Inc.

and executed on 2/13/20 and identified as Agreement No. 315028 (City Contract 6063)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12-31-30

**III**

Section V, PAYMENT, shall be amended as follows:

See Exhibit B

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Paul Ferrier, HDR Engineering Inc.

By: Greg Wheeler, Mayor City of Bremerton

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

# **EXHIBIT A**

## Naval Avenue: 1<sup>st</sup> St to 15<sup>th</sup> St Bicycle and Pedestrian Enhancement Project

City Project No. 315028

Scope for Design and Right-of-Way Services

CONTRACT MODIFICATION #4

(Amendment #9)

September 2024

City of Bremerton

Prepared by:



HDR

929 108th Avenue NE, Suite 1300

Bellevue, WA 98004



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## INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Bremerton (CITY) in connection with the following project: **Naval Avenue: 1st St to 15th St Bicycle and Pedestrian Enhancement Project (PROJECT)**. Contract Modification #4 keeps intact the overall terms of the original agreement and the previously executed amendments.

### Scope of Work

This Contract Modification #4 scope of work includes time and expenses for the Right-of-Way (ROW) phase of the project. The additional scope of work includes project management efforts extending the project timeline, services for support of ROW acquisition, design services to incorporate design changes from right of way acquisition and grant support.

### Project Description

The PROJECT rebalances the existing roadway section to remove barriers to non-motorized travel by adjusting the number and width of vehicular lanes, adding bicycle facilities, and enhancing pedestrian facilities. The PROJECT will provide ADA improvements to the maximum extent feasible throughout the project limits. As part of this roadway reconfiguration project, the following will be included, pavement resurfacing, curb and gutter, signing and striping to support continuous bike facilities, more robust pedestrian facilities, signal modifications, street lighting, way finding signage, utility relocations, and stormwater improvements. This is a multimodal improvement project identified in the City's 2007 Non-motorized Transportation Plan.

### Major Milestone Schedule

Contract Modification #3 modifies the schedule as follows:

Notice to Proceed.....	Complete
Identify the Basis of Design .....	Complete
30% Design.....	Complete
60% Design and ROW Plan .....	Complete
90% Design.....	Complete
100% Design.....	TBD
ROW .....	2024 - 2027

Advertisement..... TBD (Depending on Funding)

## Contract Modification #4 Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

### TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

Task 1 is modified to include additional time for project PM and Accountant to execute the amendment, update project budget, billings, and invoicing throughout the life of the contract. Also, includes processing amendments to subconsultants for additional work as part of this amendment.

#### Assumption(s):

- This scope assumes up to 30 monthly invoices.
- Includes up to 24 biweekly meetings, assuming periods of no activity.
- Attendance of ROW kickoff Meeting

#### Deliverable(s):

- Up to 30 additional invoices and progress reports.
- Meeting agendas and notes

### TASK 2. QUALITY ASSURANCE / QUALITY CONTROL

No change to this task from original scope

### TASK 3. PUBLIC INVOLVEMENT

No change to this task from original scope

### TASK 4. STAKEHOLDER COORDINATION

No change to this task from original scope

## TASK 5. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

No change to this task from original scope

## TASK 6. SURVEY AND MAPPING

No change to this task from original scope

## TASK 7. GEOTECHNICAL ENGINEERING

No change to this task from original scope

## TASK 8. TRAFFIC ANALYSIS

Task 8 is modified to add scope to perform a traffic signal warrant analysis of the 15<sup>th</sup> Street signalized intersection. Signal warrant analysis will follow latest guidance from updated MUTCD.

### Assumption(s):

- Effort accounts for collecting new traffic turn movement counts at the 15<sup>th</sup> Street signal to meet the latest MUTCD data collection needs for the 1-hour, 4-hour and 8-hour signal warrants. To be collected and provide by count vendor.
- Analysis will include safety review of latest 5 years of crash data, review of sight distance requirements for existing and planned intersection configuration.

### Deliverable(s):

- Draft and final traffic signal warrant analysis memo with recommendation

## TASK 9. BASIS OF DESIGN

No change to this task from original scope

## TASK 10. ENVIRONMENTAL DOCUMENTATION

No change to this task from original scope

## TASK 11. 30% DESIGN

No change to this task from original scope

## TASK 12. FINAL DESIGN - PS&E

Task 12 is modified to cover additional cost for rate escalation from original scoping in 2020 to staff rates in 2024. In addition to added effort for out of ROW impacts and additional complexity of work for realignment and redesign of the north segment of the project from 11<sup>th</sup> Street to 15<sup>th</sup> Street. The alternative that was selected for the design impacts ROW on both sides of the street adding additional design for sidewalks, drainage, and driveway reconstruction. For utility coordination this scope adds budget to generate utility coordination exhibits and more support time to assist with franchise utility coordination and management of design by utilities.

### Assumption(s):

- Removal of trees and replacement of sidewalk and drainage along the west side of Naval Ave fronting the cemetery property.
- Utility coordination exhibits to account for vertical structures and overhead utility and communications.

### Deliverable(s):

- Up to ten (10) utility coordination exhibits
- Updates for 100% design package per original scope

## TASK 13. REAL ESTATE SERVICES

The objective of this task is to provide the necessary effort required by the CONSULTANT to complete the Real Estate Services management, valuation, negotiation, and acquisition for the CITY for up to **eighty-three (83)** parcels. It is anticipated that these services will be completed within a period of **thirty (30)** months.

### Assumption(s):

- These tasks are based upon the most current WSDOT approved Right-of-Way Plans and Right of Way Funding Estimate, which identifies eighty-three (83) parcels for acquisition.
- The CONSULTANT shall perform right of way acquisition in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT LAG Manual guidelines, applicable State and local laws, CITY ROW procedures, WSDOT Right of Way Manual, and CITY administrative rules.
- CITY shall provide CONSULTANT with available project information such as, but not limited to, the CITY's WSDOT approved ROW procedures (approved within the last three years), approved environmental documentation, and any pre-approved CITY ROW forms, including legal documents, if available and as needed.
- CONSULTANT and CITY agree to maintain clear lines of communication, determine, and document the appropriate decision-making process to achieve project goals, and to provide open access to available data that is pertinent to the project.
- Real Estate Services will acquire up to **eighty-three (83)** parcels which will consist of permanent easements (PE) and/or temporary construction easements (TCE) and fee acquisitions of a complete parcel. Any additional parcels not included will be considered an increased level of effort and will be renegotiated and adjusted accordingly.
- All deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by the CITY and the CONSULTANT team.
- All deliverables prepared by CONSULTANT shall be provided to the CITY – one (1) electronic version and one (1) hard copy.

### PRE-ACQUISITION AND DATA MANAGEMENT

CONSULTANT shall order title reports and obtain any right of entry agreements needed for the project described as follows:

- Order title reports and circulate title reports to the project team.
- Acquire right of entry agreements (ROE), with ROE requests being mailed out and a maximum of two (2) additional contacts being made for each parcel.

### CITY Responsibilities:

- Review and approve title reports and pay title report invoice.
- Review and approve ROE agreement and cover letter.
- Identify and authorize any parcels needing right of entry agreements.

- CITY and CONSULTANT will reassess any ROE negotiations that are unsuccessful after three attempts to determine if modifications to scope and budget are required.

### Assumption(s):

- CONSULTANT shall order a maximum of **eighty-three (83)** title reports with one copy of each title report and any supporting documentation (e.g., copies of covenants affecting legal description, deeds, etc.) supplied to CONSULTANT.
- CONSULTANT shall prepare all necessary documents and make a maximum of three landowner contacts for any right of entry agreement request.
- There will be a maximum of **two (2)** right of entry agreement requests.

### Deliverables:

- Title Reports
- Right of Entry Documents and Signed Agreements

### MANAGEMENT AND ADMINISTRATION OF THE REAL ESTATE SERVICES RIGHT- OF-WAY (ROW) PROCESS

CONSULTANT will provide management, administration, coordination, direction, and guidance for the following ROW tasks:

- Prepare for and attend ROW kickoff meeting and monthly project update meetings with the CITY.
- Prepare and provide an updated landowner list, preliminary ROW cost estimate (RFE), and ROW schedule.
- Prepare and provide monthly ROW project status report to include acquisition milestones upon commencement of the valuation process.
- Manage CONSULTANT staff to provide the most expeditious schedule for the delivery of the ROW portion of the project.
- Manage CONSULTANT's ROW subconsultants, including complying with and entering payments to DBEs into WSDOT's DMCS system.
- Provide 5 days notice to CITY staff when DBE subconsultants are scheduled to perform work for the purpose of performing CUF reviews.
- Provide QA/QC services.

### CITY Responsibilities:

- Attend ROW kickoff meeting and monthly project update meetings with the CONSULTANT.
- Review and approve landowner contact list, RFE, and ROW schedule.

- Review monthly status reports and provide comments as needed.

### Assumption(s):

- Up to two (2) CONSULTANT RES staff will attend the ROW kickoff meeting. Staff commitment is estimated at two (2) hours per staff for preparation and participation.
- Up to one (1) CONSULTANT staff will attend up to twelve (12) recurring monthly client meetings to be held virtually. Staff time commitment is estimated at two (2) hours per staff, per meeting, for preparation, participation in the meeting, and meeting notes.
- Up to two (2) CONSULTANT RES staff will attend up to twelve (12) recurring monthly internal meetings. Staff time commitment is estimated at one (1) hour per staff and per meeting for preparation, participation in the meeting, and notes.
- All meetings with the CITY are anticipated to be held online by virtual capacity. If any meetings are held in person, the increased level of effort will be renegotiated and adjusted accordingly.
- Update to ROW cost estimate (RFE).
- Up to one (1) ROW schedule and up to one (1) update will be prepared.

### Deliverables:

- One (1) Landowner Contact List
- One (1) RFE and up to one (1) update
- One (1) ROW Schedule and up to one (1) update
- Up to twelve (12) Monthly ROW Project Status Reports Up to twelve (12) Monthly ROW Project Status Reports

### VALUATION PROCESS (AOS, APPRAISAL AND APPRAISAL REVIEW, EXHIBITS AND LEGAL DESCRIPTIONS)

CONSULTANT will manage the valuation process for up to eighty-three (83) parcels. As part of the valuation process, Administrative Offer Summary (AOS) reports, full appraisal reports, and review appraisal reports will be prepared. CONSULTANT shall meet all requirements set forth in 49 CFR 24.103. CONSULTANT will perform the following tasks:

- Prepare a schedule for delivery of AOS reports, appraisal, and review reports.
- Assemble all needed valuation data, exhibit and scope for each AOS assigned.
- Send out landowner contact letters to all affected parcels in advance of the valuation, if needed.
- Manage the delivery of up to seventy-eight (78) AOS reports.
- Manage the delivery of up to five (5) Appraisal report and five (5) Appraisal Review.
- Develop up to eighty-three (83) parcel exhibits and legal descriptions.



## CITY Responsibilities:

- Review and approve valuation (AOS) schedule.
- Review and approve by signature all AOS reports.
- Review and approve parcel exhibits and legal descriptions

## Assumption(s):

- CITY shall provide all information to CONSULTANT that is required to complete the assigned appraisals, typically information from City permitting department.
- It is anticipated there will be a total of up to seventy-eight (78) parcel AOS reports. Five (5) Appraisal report and five (5) Appraisal Review report. Appraisal Review report.
- Valuations for AOS's will be based on comparable properties of the same type, size, use and configuration.
- If it is determined that the value of any parcel is more than \$35,000, or the valuation is determined to be complex in nature, or an appraisal is necessary, the cost for the appraisal, appraisal review and level of effort for those parcels will be renegotiated and adjusted accordingly. This will result in additional costs to the CITY.
- For the appraisals that are needed, the following applies:
  - All valuation services will be performed by a certified independent appraiser.
  - Appraisals will be before and after short form narrative appraisal reports.
  - NTP for the appraiser will be the date of receipt of sufficient right of way plans or exhibits; title information; and landowner contact information.
  - The estimated delivery schedule for the appraisal reports and AOS documents is within ten (10) weeks from the date of NTP.
  - NTP for the review appraiser will be upon delivery of the appraisal report. Estimated delivery time is 30 days from NTP.

## Deliverables:

- Valuation schedule.
- Draft and Final Administrative Offer Summary Reports.
- Landowner contact letters, if applicable.
- Appraisal Reports.
- Appraisal Reviews.
- Up to eighty-three (83) parcel exhibits and legal descriptions

## ACQUISITION AND NEGOTIATION SERVICES

CONSULTANT will prepare offer packages, present offers, and negotiate purchases, prepare administrative settlement memos, prepare executed documents for CITY approval and processing for a maximum of **eighty-three (83)** acquisition parcels. All files will be transmitted to the CITY with all original documents at the completion of negotiations. Services include:

- Prepare and maintain electronic and hard copy parcel files.
- Review title reports (limited to the last deed of record for up to eighty-three (83) parcels).
- Review ROW plans, exhibits and legal descriptions for up to eighty-three (83) parcels.
- Prepare and provide all documents required for the assigned parcels including Offer Letters, Easements, W-9s, Real Property Vouchers, Real Estate Tax Affidavits, Escrow Agreements (if applicable), and Negotiator Diaries.
- Make corrections based on WSDOT spot check comments of AOS offer packets
- Act as the agent of the CITY in negotiations.
- Make a maximum of four (4) good faith contact attempts with each of the impacted landowners in an effort to negotiate a fair settlement.
- Acquire fee acquisition, permanent easements and temporary easements, as approved by the CITY.
- Provide a justification memorandum for settlements above the approved offering price, for approval by the CITY.
- Provide a condemnation cover memorandum and parcel file, as approved by the CITY.
- Process all landowner payments through the CITY.
- Transmit completed parcel files to the CITY.

## CITY Responsibilities:

- Provide CONSULTANT with a copy of WSDOT approved Right-of-Way acquisition procedures dated within the last 3 years (if available).
- Approve all real estate documents and forms that CONSULTANT will use consistent with CITY acquisition practice.
- Approve a minimum of one (1) preliminary offer package prior to any offer being made.
- Provide written approval for all administrative settlements agreed to by the City.
- Approve all landowner payments.
- Make prompt payment to the owner or Escrow Company for all approved acquisitions.
- Review and approve all transmitted files prepared by the CONSULTANT.
- Record all necessary documents upon receipt of transmitted files.

### Assumption(s):

- CONSULTANT shall follow the Uniform Relocation Act, WSDOT Local Agency Guidelines (LAG) manual, all applicable State and Local laws and CITY administrative rules for R/W acquisition for all real estate services provided for this project. WSDOT ROW Manual procedures & guidelines.
- CITY will provide the CONSULTANT with available project information such as but not limited to the CITY's WSDOT approved R/W procedures, if available.
- The CONSULTANT's title review responsibilities shall be to identify the correct vesting from the title report, inputting that information into the appropriate acquisition documents.
- CONSULTANT shall make the initial offer to purchase in person if possible, or by certified mail.
- CONSULTANT shall provide a maximum of four (4) good- faith attempts at negotiations for up to eighty-three (83) parcels assigned, with those attempts being defined as an in-person visit with landowner (physical or virtual), a detailed phone conversation, a substantive correspondence or email exchange.
- If negotiations cannot be concluded within 90 days of the offer date on any given parcel or if an appraisal is requested by a landowner of any AOS parcel, then the hours to complete those parcels will be re-negotiated and adjusted accordingly.
- CONSULTANT'S acquisition duties shall be deemed complete if any of the following occur:
  - A negotiated settlement approved by the CITY is reached and the necessary closing documents are executed.
  - The offer to purchase is rescinded by the City and the parcel is no longer needed.
  - A P&U is secured, and the acquisition file is transmitted to CITY.
  - A negotiated settlement cannot be reached after the fourth good faith attempt.
  - If an impasse is reached during negotiations, the entire parcel file shall be turned over to the CITY for further action, including determination to eliminate acquisition of property.
- The CITY agrees to pay all title, closing, escrow or other fees (if applicable).

### Deliverables:

- Up to eighty-three (83) Offer packages with executed acquisition documents for closing by the CITY.
- Up to one (1) QA/QC review of offer packages, including ROW Plans, legal descriptions and exhibits for up to eighty-three (83) parcels.
- Administrative settlement memorandum (if needed).
- Possession and Use Agreements (if needed).
- Files recommended for condemnation proceedings (if needed).
- Up to eighty-three (83) completed parcel files.

## RELOCATION SERVICES

CONSULTANT following the relocation plan, will prepare and present all relocation notices and benefit letters, provide relocation services, prepare, and develop an appeals process, administer relocation reviews and appeals, prepare executed documents for City approval, and process all relocation payments for up to one (1) Landlord business and three (3) residential relocations and one (1) personal property only (PPO). At the end of the project all relocation files will be transmitted to the CITY with all the original documents.

- Develop appeals process and provide one staff member for the relocation review panel.
- Prepare all relocation documents per Chapter 12 of the WSDOT ROW Manual.
- Act as the CITY's relocation agent for all affected parcels.
- Administer relocation reviews and approvals.
- Process all relocation payments.
- Transmit completed files to CITY.

## CITY Responsibilities:

- Review and approve the relocation appeals process and provide at least one CITY staff members to sit on the relocation review panel.
- Approve the format of all documents used.
- Review and authorize all relocation payments in advance.
- Make prompt payment to displacees for all approved relocations.
- Review and approve all transmitted files.
- Provide check copies as proof of payments to displacees.

## Assumptions:

- One updated version of the relocation plan and appeals process will be prepared.
- CITY will have sufficient funding to pay for the relocation of any parcel assigned.
- All relocation forms will be approved by the CITY prior to their use.
- There will be a maximum of one (1) Landlord business and three (3) residential relocations.
- There will be a maximum of one (1) Personal Property only (PPO)
- All relocation services will follow the Uniform Relocation Act and WSDOT LAG manual standards.

## Deliverables:

- Updated Relocation plan
- Relocation appeals process.

- Relocation Documents.
- Relocation Services.
- Administer appeals and provide one appeals board member if needed.
- Completed files.

#### PREPARE RIGHT OF WAY CERTIFICATION PACKAGE

CONSULTANT shall work with the CITY and WSDOT Local Agency Coordinator (LAC) to prepare all files for certification to the standards of the WSDOT LAG manual and prepare a certification memo for CITY.

- Prepare acquisition files and documents for pre-acquisition review by WSDOT.
- Attend the WSDOT pre-acquisition review meeting.
- Prepare post-acquisition files for certification.
- Prepare Draft Certification Memo.
- Participate in WSDOT LPA certification review.

#### CITY Responsibilities

- CITY shall supply all WSDOT LAC ROW documentation needed for parcel files to CONSULTANT in advance of all WSDOT reviews.
- If WSDOT LAC ROW documentation is unavailable, the CITY agrees to facilitate and attend a coordination meeting with the WSDOT LAC upon completion of NEPA and prior to the start of acquisition activities.
- Review files prior to pre- and post-acquisition certification WSDOT review.
- Review and approve draft certification memo.
- Transmit final certification memo(s) to WSDOT LAC.
- Participate in WSDOT LPA certification review.

#### Assumption(s)

- A maximum of eighty-three (83) acquisition files shall be prepared for certification.
- There will be a maximum of one draft certification memo prepared.
- There will be a maximum of one certification review meeting of a maximum of two (2) hours duration each for pre-acquisition and post-acquisition file review.

#### Deliverables:

- Up to eighty-three (83) acquisition files prepared for certification.

- Up to one (1) draft certification memo.

## TASK 14. DESIGN SERVICES DURING ROW PHASE

This task will be utilized to provide known and unknown design tasks as they present themselves during ROW phase negotiations. This work will include but not limited to structural design of retaining walls, modification to property frontage and property access, landscaping associated with the cemetery frontage, modification to sidewalk and ramp design if needed. The fee estimate accounts for assumed design, scope and fee will be provided as task present themselves for approval prior to commencement of work.

### CITY Responsibilities

- Provide CONSULTANT with directive approval to complete work under this task.

### Assumption(s)

- CONSULTANT and CITY will mutually agree to timeline durations and budget for work completed under this task order prior to work beginning.
- To streamline delivery additional work will be requested and approved in writing via email.
- The CONSULTANT to incorporate changes into the final design of the project.

### Deliverables:

- To be determined as each project change is enacted.

## TASK 15. MANAGEMENT RESERVE FUND

A Management Reserved Fund (MRF) \$70,000, roughly 5%, is to be utilized only for unforeseen added work that is not included in this AGREEMENT. This amendment adds additional funds to the MRF to account for these unforeseen items.

The CONSULTANT shall obtain written authorization from the AGENCY prior to doing any work under MRF through the city's Management Reserve Authorization form. CONSULTANT compensation for work done under MRF must be approved by the AGENCY prior to doing the work.

# EXHIBIT B

**LABOR ESTIMATE, HDR ENGINEERING STAFF**

### City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

<div><div><div></div></div><div></div></div>		Project Details																Total Labor Hours	Total Labor Dollars
		Project Role		Project Manager		Project Engineer		Project Designer		Project Analyst		Project Coordinator		Project Support		Project Admin			
		Billing Rate	Project Manager/Traffic Lead	EIT Sanitary	Roadway / Water Engineer	CAD Technician	Real Estate Manager	ROW Admin	RES Agent 1	ROW Specialest	ROW Tech	RES Agent Sr	Traffic Designer	Project Accountant	Structural EIT	Structural Engineer	Civil EIT		
		Acevedo, Robert C	Bush, Jaelen Alexander	French, Cameron C	Parenteau, Trevor Michael	Roderick, Andy P	Pauly, Sarah C	Elder, Baillie Dawn	Gould, Paul F	Pfiester, Benjamin A	Willis, Lynn K	Napiorkowski, Tomasz William (Tom)	Barney, Hayley Lynn	Khinvasara, Saurabh Sachin	Vo, John-Viet T	Frankel, Isabelle Grace	Gurrad, Matthew C		
		286.40	128.58	187.05	114.87	233.96	134.78	112.95	193.99	121.16	159.05	164.16	120.69	130.36	254.38	130.79	207.28		

1	Project Management & Administration		173	0	0	0	0	0	0	0	0	30	108	0	0	0	0	311	\$ 67,506.52
	Project Setup		6										4					10	\$ 2,201.16
	Project Mgmt Plan / Quality Mgmt Plan / HASP		4										4					8	\$ 1,628.36
	Coordination and Monitoring		60															60	\$ 17,184.00
	Invoicing / Status Reporting / EV / WorkPlan		30										72					102	\$ 17,281.68
	Subconsultant Management		24										20					44	\$ 9,287.40
	Project Closeout		4										8					12	\$ 2,111.12
	Meetings and prep		45									30						75	\$ 17,812.80

8	Traffic Analysis		4	0	0	0	0	0	0	0	0	22	0	0	0	0	0	26	\$ 4,757.12
	15th Street Signal Warrant Analysis		4									22						26	\$ 4,757.12

12	Final Design - PS&E		34	40	22	40	0	0	0	0	0	220	0	0	0	180	0	536	\$ 83,248.10
	Civil		12			20						180				180		392	\$ 58,825.20
	Stormwater		2	40	22	20												84	\$ 12,128.50
	Utilities Coordination		12									32						44	\$ 8,689.92
	Traffic		8									8						16	\$ 3,604.48
	2020-2024 Escalation																	0	\$ -


13	Real Estate Services		0	0	0	0	735	1037	1070	286	1150	1040	0	0	0	0	0	5318	\$ 792,811.10
	13.1.1 Project file setup						10	110	200									320	\$ 39,755.40
	13.1.2 Title Reports and Title Reviews						5	155										160	\$ 22,060.70
	13.1.3 Right of Entry documents						10	10	10		10							40	\$ 6,028.50
	13.2.1 Relocation Plan Update							4		16								20	\$ 3,642.96
	13.3.1 Project reports						10	30										40	\$ 6,383.00
	13.3.2 Coordinating and monitoring						80	40										120	\$ 24,108.00
	13.3.3 Attend meeting						40	8										48	\$ 10,436.64
	13.3.4 Project closeout and QC						10	200										210	\$ 29,295.60
	13.4.1 Manage delivery of AOS and appraisals						10	10					40					60	\$ 10,049.40
	13.5.1 Acquisition and Negotiations - Document Prep						10	250		50								310	\$ 45,734.10
	13.5.2 Acquisition and Negotiations - negotiations						500			700		800	760					2760	\$ 413,851.00
	13.5.3 Acquisition and Negotiations - Agreement processing						10	40	40		40	40						170	\$ 23,457.20
	13.5.4 Agreement processing - File management and Transmittal							100	60									160	\$ 20,255.00
	13.6.1 Relocation Services - Support										160	300	200					660	\$ 99,196.40
	13.6.2 Relocation Services - PPO								60		20							80	\$ 10,656.80
	13.6.3 Relocation Services - File management and Transmittal							40		40								80	\$ 13,150.80
	13.7.1 ROW Certification Package - Prepare files for certification by WSDOT						40	40										80	\$ 14,749.60

14	Design Services During ROW Phase		8	0	0	62	0	0	0	0	0	220	0	200	80	160	100	830	\$ 133,605.14
	Ped Ramp design		2			18						80				80		180	\$ 26,236.46
	Driveway Ramp design		2			24						120				80		226	\$ 33,492.08
	Structural Wall Design		2			12						16		200	80			310	\$ 51,000.20
	Landscaping		2			8						4					100	114	\$ 22,876.40

Task Total Hours			219.00	40.00	22.00	102.00	735.00	1037.00	1070.00	286.00	1150.00	1040.00	492.00	108.00	200.00	80.00	340.00	100.00	7021.00		
Task Total Fee			\$ 62,721.60	\$ 5,143.20	\$ 4,115.10	\$ 11,716.74	\$ 171,960.60	\$ 139,766.86	\$ 120,856.50	\$ 55,481.14	\$ 139,334.00	\$ 165,412.00	\$ 80,766.72	\$ 13,034.52	\$ 26,072.00	\$ 20,350.40	\$ 44,468.60	\$ 20,728.00		\$ 1,081,927.98	

EXPENSES


City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

		Mileage/mile (IRS starting 7/1/22)	Copies/Page 11x17 B&W	Copies/Page 11x17 Color	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Express Mail	Miscellaneous	Tech Fees	Contingency		Total ODC	ODC Markup	Total ODC + Markup
		Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Miscellaneous						
OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each	Each						
Unit Cost		\$0.625	\$0.090	\$0.900	\$0.050	\$0.450	\$25.000	\$10.000	\$3.70	0.00%			0.00%	
8	Traffic Analysis													
	Quantity	220	0	0	0	0	0	0	0.00					
	Task Total	\$137.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$137.50	\$0.00	\$137.50
12	Final Design - PS&E													
	Quantity	220	0	0	0	0	0	0	0.00					
	Task Total	\$137.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$137.50	\$0.00	\$137.50
13	Real Estate Services													
	Quantity	5000	1000	700	12000	2000	80	80	0.00					
	Task Total	\$3,125.00	\$90.00	\$630.00	\$600.00	\$900.00	\$2,000.00	\$800.00	\$0.00	\$0.00		\$8,145.00	\$0.00	\$8,145.00
14	Design Services During ROW Phase													
	Quantity								0.00					
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total ODC		\$ 3,400.00	\$ 90.00	\$ 630.00	\$ 600.00	\$ 900.00	\$ 2,000.00	\$ 800.00	\$ -	\$ -		\$ 8,420.00	\$ -	\$ 8,420.00



SUBCONSULTANTS

City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

		Lingeman Valuation	Duncan Appraisal	DR Surveying	PH Consulting	Idax	Total Subconsultants		Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS										
									0.00%	
1	Project Management & Administration									
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
8	Traffic Analysis									
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00		\$1,450.00	\$0.00	\$1,450.00
12	Final Design - PS&E									
	Task Total	\$0.00	\$0.00	\$0.00	\$21,982.70	\$0.00		\$21,982.70	\$0.00	\$21,982.70
13	Real Estate Services									
	Task Total	\$119,400.00	\$7,500.00	\$46,620.00	\$0.00	\$0.00		\$173,520.00	\$0.00	\$173,520.00
14	Design Services During ROW Phase									
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total Subconsultants		\$ 119,400.00	\$ 7,500.00	\$ 46,620.00	\$ 21,982.70	\$ 1,450.00		\$ 196,952.70	\$ -	\$ 196,952.70

FEE ESTIMATE

City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements



Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total For Proposal	Total For Proposal
1	Project Management & Administration	\$67,507	\$0	\$0	\$67,507	
8	Traffic Analysis	\$4,757	\$138	\$1,450	\$6,345	
12	Final Design - PS&E	\$83,248	\$138	\$21,983	\$105,369	
13	Real Estate Services	\$792,811	\$8,145	\$173,520	\$974,476	
14	Design Services During ROW Phase	\$133,605	\$0	\$0	\$133,605	
		\$1,081,928	\$8,421	\$196,953	\$1,287,302	\$0
Management Reserve Fund					\$ 70,000.00	\$ -
2020-2024 Escalation - Task 12					\$ 103,649.75	\$ -
					\$1,460,952	\$ -



# Naval Ave



1<sup>st</sup> to 15<sup>th</sup> Bike & Ped Enhancement Project

## **Council Meeting January 15, 2025**

Vicki Grover, P.E. – PW&U Engineering Division – City Project Manager



# PROJECT HISTORY

- **WSDOT Bike Ped Grant** 2018, Council Accepted \$620K on August 7, 2019
- **Start Design** January 2020
- **1<sup>st</sup> Virtual Online Open House** – 6-26-2020 – online survey open and open house website (June 26<sup>th</sup> – July 10<sup>th</sup>)
- **SAG Meeting 1** – 10-5-2020
- **SAG Meeting 2** – 11-5-2021
- **2<sup>nd</sup> Online Open House and Webinar** – 10-10-2022
- **PSRC Grant Application for Phase 1** – July 2021
- **PSRC Grant Application for Phase 2** – July 2023
- **PSRC Grant for Phase 1 Awarded** – March 2022  
Council Accepted \$1.6M Phase 1 on June 15, 2022  
Council Accepted \$700K Phase 2 on December 20, 2023
- **SEPA Approval** 12/15/2023
- **NEPA Approval** 03/25/2024

## Design Dates

- 30% Design June 2020
- 60% Design Sept. 2021
- 90% Design April 2024

## Estimated Schedule

- ROW Acquisition 2025 - 2026
  - Go out to Bid – 12/2026
- Construction – 2027      2028



# Next Step – ROW Acquisition

This Contract Modification #4 covers time and expenses for the Right-of-Way (ROW) acquisition phase, including project management, ROW acquisition support, design adjustments from ROW changes, and grant support.

## Tasks Include:

- **Pre-Acquisition and Data Management:** Title reports, ROE agreements, and initial data collection.
- **Management and Administration of ROW Process:** Coordination, reporting, and QA/QC of ROW tasks.
- **Valuation Process:** AOS, appraisals, and parcel documentation for up to 83 parcels.
- **Acquisition and Negotiation Services:** Offer preparation, negotiations, and parcel acquisitions.
- **Relocation Services:** Relocation planning, execution, and appeals for affected parties.
- **Right-of-Way Certification:** Certification file preparation and WSDOT compliance.

## ROW Needs

Permanent Acquisition (FEE) – 39 Parcels 224,709 S.F.  
Temporary Construction Easement (TCE) – 79 Parcels 26,333 S.F.  
Total of **83** unique parcels

## Contract Cost

\$1,460,952



# Project Risks & Constraints

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

- WSDOT **requires** continuous progress.
- Redesign will pause the ROW process and further design scope is unfunded.
- Pause in the ROW phase puts current funding at risk.



# Questions / Discussion



**Published for  
January 8  
Study Session**

**Item B6**  
**Public Comments**



**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Tuesday, December 17, 2024 9:56 AM  
**To:** [cory.derenburger@gmail.com](mailto:cory.derenburger@gmail.com)  
**Cc:** Vicki Grover <[Vicki.Grover@ci.bremerton.wa.us](mailto:Vicki.Grover@ci.bremerton.wa.us)>; Ned Lever <[Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us)>; Shane Weber <[Shane.Weber@ci.bremerton.wa.us](mailto:Shane.Weber@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; Public Works & Utilities Customer Response <[bremerton1@ci.bremerton.wa.us](mailto:bremerton1@ci.bremerton.wa.us)>; Gunnar Fridriksson <[Gunnar.Fridriksson@ci.bremerton.wa.us](mailto:Gunnar.Fridriksson@ci.bremerton.wa.us)>; City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Subject:** RE: Naval and 6th Street Projects Question

Cory,

Thank you for the thoughtful and detailed email. As you're probably aware, use of bicycle signal indications is highly dependent upon several factors including intersection configuration, vehicle/bike volumes, peak hour turning volumes, and intersection operational requirements, and studies which would warrant separating bicycle movement from vehicle movements. If you're interested, there is some new guidance related to bike signals in the Manual on Uniform Traffic Control Devices, 11<sup>th</sup> Edition, Part 4 ([https://mutcd.fhwa.dot.gov/pdfs/11th\\_Edition/part4.pdf](https://mutcd.fhwa.dot.gov/pdfs/11th_Edition/part4.pdf)).

To date for the 6<sup>th</sup> Street project, we have not excluded bike signalization from consideration on the project, but further evaluation would be required based on identification on a preferred corridor layout. Additionally, as previously communicated on the project, we are seeking to deliver a balanced and cost-conscious project which is currently budget constrained. Some project elements could potentially be evaluated, recommended, and phased-in at a later date under a separate project. At a minimum we would be making signal timing and detection adjustments which considers the new on-street bicycle facilities and will also be looking at opportunities to improve safety for pedestrians.

I appreciate the reference to NACTO's dedicated intersection especially given its implementation requires less space than a fully protected intersection – I will ensure this is included along with other comments and suggestions provided as we work towards a viable preferred project alternative. If you are not aware, there will be some initial discussion this afternoon at the Public Works Committee meeting (<https://www.bremertonwa.gov/Calendar.aspx?EID=3298>) related to multimodal level of service policy. While not directly related to the 6<sup>th</sup> Street project, any potential new or updated policies related to multimodal transportation could more clearly inform active transportation project development including the magnitude and type(s) of improvement. Once such example of this for bicyclist is defining a methodology for Bicycle Level of Traffic Stress (BLTS) which could be granular enough to differentiate intersection configurations such as the dedicated intersection presented by NACTO.

Vicki Grover, copied on this email, may follow-up with more specifics related to the Naval project as well.

Sincerely,

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division

Direct 360.473.2306 | Cell 564.222.0897

**From:** Cory Derenburger <[cory.derenburger@gmail.com](mailto:cory.derenburger@gmail.com)>

**Sent:** Friday, December 13, 2024 9:38 PM

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>

**Subject:** Naval and 6th Street Projects Question

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

Good evening,

I had a question about if there are any plans for bike signals in these projects? The overview on the Naval project seems to allude to this, but I don't see much in the FAQ about signal improvements on the 6th street project. The 6th Street plan from what I see only shows the bike signal at Washington (which I do like heading south into the sharrow). If there are plans for bike signals and detectors, generally what kind?

I will continue to advocate for a protected intersection and 6th and Naval, but even if we cannot have a protected intersection there due to space or other considerations, can we employ at a minimum the elements outlined in NACTO

Dedicated Intersections <https://nacto.org/publication/dont-give-up-at-the-intersection/dedicated-intersections/>

Protected elements are more limited in this intersection design than a protected bike intersection. It includes elements such as phased bike signaling, set back stop bar for vehicles, and speed humps.

*"Signals: Using a combination of a leading bike signal phase or interval, and setting back the stop bar for motor vehicles, people on bikes get a head start before cars start turning. A Leading Bike + Pedestrian Interval (LBI) can be provided if a shared through/turn lane is next to the bikeway. If a dedicated right or left turn lane is next to the bikeway, protected-permissive bike signal phasing should be considered.<sup>25</sup> Protected signal phases should be considered if turn volumes from the adjacent lane exceed 120 to 150 vph. Protected signal phases should also be considered if conflicting left turn volumes (on two-way streets) across the bikeway exceed 60 to 90 vph, or if these turns cross multiple traffic lanes."*

Thank you,  
Cory Derenburger  
Bremerton

**From:** Heather Diane Pugh <[pughhd@gmail.com](mailto:pughhd@gmail.com)>

**Sent:** Sunday, January 5, 2025 9:35 AM

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Greg Wheeler

<[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>

**Subject:** Naval Avenue Project

Hi all,

Bremerton residents, myself included, want safer streets for non-car travel. This desire is growing and now is the time to shift our focus. As I have expressed before, moving cars in and out of Bremerton at greater speeds certainly benefits shipyard traffic but it ignores what residents actually want - a safer place for live and recreate.

For example, I walk the Manette bridge often and the current car traffic priority (the new roundabout on the west side) means less safety for everyone else moving about the city. Increased speeds/reduced visibility for drivers entering the roundabout means it can be challenging to cross the street by foot. Not only that, bike safety has now been compromised. We can do better! And the Naval Ave project is our opportunity.

Other cities are planning for the future with a focus on public transit, **completely protected bike lanes**, narrower roads, more trees, reduced parking lots, and we'll even see tolls for inner city driving (NYC would be the first of its kind in the US).

This letter is to ask that we employ creative planning that increases safety and livability for Bremerton residents. Not only that, but build/rebuild roads for future growth that encourage (and even force) reduced car travel.

Thanks for the opportunity to share my thoughts.  
Heather Pugh

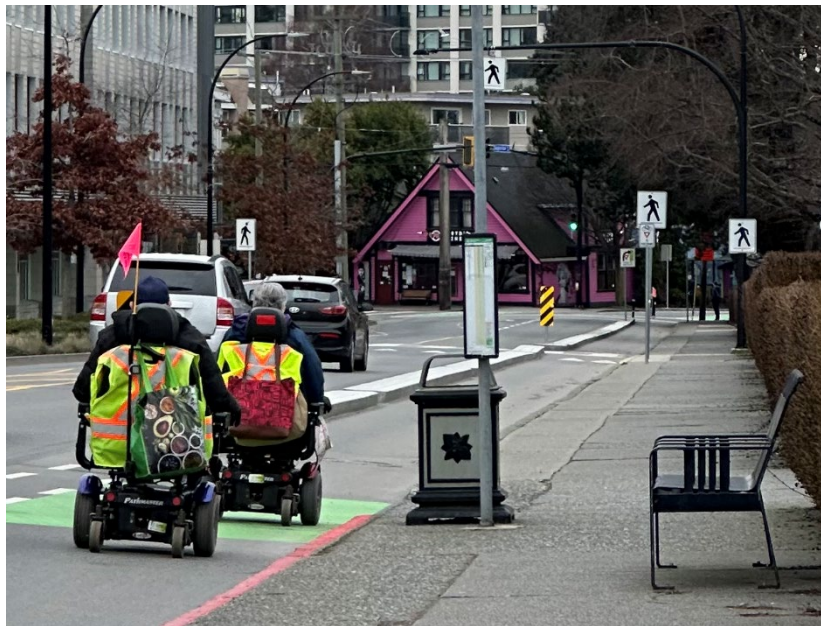
**From:** dianne iverson <[diverson1950@gmail.com](mailto:diverson1950@gmail.com)>

**Sent:** Sunday, January 5, 2025 10:13 AM

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Jane Rebelowski <[Jane.Rebelowski@ci.bremerton.wa.us](mailto:Jane.Rebelowski@ci.bremerton.wa.us)>; Jeff Coughlin <[Jeff.L.Coughlin@gmail.com](mailto:Jeff.L.Coughlin@gmail.com)>; Eric Younger <[eric.younger@ci.bremerton.wa.us](mailto:eric.younger@ci.bremerton.wa.us)>; Jennifer Chamberlin <[Jennifer.Chamberlin@ci.bremerton.wa.us](mailto:Jennifer.Chamberlin@ci.bremerton.wa.us)>; Michael Goodnow <[Michael.Goodnow@ci.bremerton.wa.us](mailto:Michael.Goodnow@ci.bremerton.wa.us)>; Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>; Denise Frey <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>

**Subject:** Naval Avenue: Safety for all users makes a more livable city

Photo taken by Dianne Iverson in Victoria, BC in February 2024. Two individuals using wheelchairs on a protected bike lane in Victoria, British Columbia.



To: Council President Younger and members of the City Council,

Re: Naval Avenue multimodal improvements need to be safer:

In 2019 as a member of the Naval Avenue Stakeholders Committee I proposed protected bike lanes for Naval Avenue. A couple of weeks ago, I forwarded to you my original concept that was presented to staff back in 2019 as a member of the committee. At that time, staff was against protection for cyclists. My proposal for Naval Avenue protected bike lanes was dismissed by staff. The issue has re-surfaced because more Bremerton families with children are advocating for safer streets. Protection means a safer street for walkers, bikers, and individuals who use wheelchairs.

Livability has been a term that has been used to describe your vision for Bremerton. I have heard the Mayor and the Council publicly state that you all support livability. But what does it mean to you? What does it mean to those of us who choose to live here? What does it mean for families, for the elderly, for the disabled?

As a 74 year old resident of Bremerton who walks with a cane, bikes on a recumbent trike, and uses a wheelchair, I too, am a believer in making Bremerton more livable. We share that vision. One of the most important infrastructure needs for the most vulnerable in our population is transportation. How people get from one place to another is an essential part of livability for many of us.

So what does this have to do with Naval Avenue? Everything. Our city, like all American cities, has been focused for 70 years on how to move automobiles and freight. Now, it is time to think about transportation in a different way. How do we move people as well as cars and freight. We can do both. And it is important that we do both, if we are wanting to improve livability for all of us who choose to live here. We can no longer just be a place where we are a highway for commuters.

So what does Naval Avenue need that will improve safety? Build community. Build a more livable city? Here's a short list that research shows is effective.

1. Protection between active transportation users and cars. Paint is not protection.
2. No right turn on red, which is becoming a standard in many cities already. Cars turning right at intersections is a safety hazard for walkers, bikers, and people who use wheelchairs.
3. No mixing zones when possible. Take a bike ride with me on Kitsap Way and you will experience many mixing zones of cars and bikes. The most dangerous zone is at SR 3/Kitsap Way on-ramp to Silverdale. Mixing zones are dangerous, and I will not cycle Kitsap Way after the sun goes down. It is just too dangerous.
4. Light signals that give pedestrians, cyclists, and individuals who use wheelchairs preference to move through an intersection.
5. Narrower crosswalks to protect the most vulnerable. Wider crosswalks that incorporate turn pockets are more dangerous for our most vulnerable users. That's why on Kitsap Way a refuge island was built in front of Brother Don's.

Let's raise the standard for safety for all of us as we upgrade our streets in Bremerton. Let's learn from other communities throughout Puget Sound and across the nation. Good road design is an essential component to making a city more livable. Let's learn from each other and start to have a meaningful discussion about how to make our streets safer. The staff recommendation for Naval Avenue to council is not safe enough. Let's do it right the first time. Bremerton residents deserve better.

Dianne Iverson  
[diverson1950@gmail.com](mailto:diverson1950@gmail.com)

**From:** Reama Schuldt <reama.schuldt@gmail.com>  
**Sent:** Wednesday, December 18, 2024 6:46 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Cc:** Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; The Schuldts <theschuldtfamily@gmail.com>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>  
**Subject:** Happy New Year!

Hi City Council!

I hope your year end comes smoothly and 2025 kicks off without a hitch. I truly appreciate you giving so much of your time and energy to this city that I love!

I want to thank you for your care on the Naval Ave project. I have been very interested in the project since the first online meeting to talk about it. I watched the study session video from last week. Thank you to the council members that continue to get into the details on this plan.

I am deeply concerned about the removal of street trees, both those on private property and the ones on public land, like the Naval Elem play field and by the cemetery.

I own a home at 7th and Naval. I consider my family the current stewards of a home that has seen generations of babies grow and people move through the decades of their lives. Built in 1915, the home is iconic and MANY people have said they consider it the cutest home in the neighborhood. Part of the charm is the 50+ year old cherry tree that is iconic on that strip of street.

Regarding public land trees, the Naval Elementary play field trees provide sun shade, habitat for local wildlife (I've seen the cutest raccoon babies up there!), and they mirror the trees on the opposite side of the field. These trees must be preserved. The other trees I am concerned about are the ones along the cemetery. Those trees shade the sidewalk.

I looked through the plan and it is difficult to tell which trees will be altered. If it turns out these trees will be unharmed, then great. If it is in the plan to "remove and replace" these trees, as Public Works said at the study session, that is very alarming! There is NO replacing the gorgeous growth along the cemetery and in the playfield. There is NO replacing a 50+ year old ornamental cherry tree.

Removing decades-old trees and replacing them (if that actually would ever happen) defeats the very purpose of the Naval Ave road redesign, which is to make a bicycle and pedestrian arterial.

The last thing I want to note in this email is that after the 6th Street open house where PubWorks had two long maps laid out with design and seemed open to feedback, I hoped this was how things were going to move forward. I heard PubWorks say that the 60% plan has been on the city website since 2022. I've done my very best to stay on top of this project and be informed on changes happening steps from my door. However, I

do not recall any public comment invited at the 60% stage. **Can you please send me a copy of the 60% plan that they referenced?** It's no longer on the website, having been replaced with the 90% plan.

Also, **can you clarify what communication has gone out to residents along Naval on land acquisition?** I'm concerned for my neighbors at 11th and Naval that will be displaced when their home is removed. I'm concerned for my neighbors at 15th and Naval that will have their front yard used as a construction parking lot.

Thank you always for your work to serve the residents of Bremerton. It's seen, appreciated, and so valuable!

Happy holidays!  
Reama Schuldt  
Home owner in Bremerton  
Business owner in Bremerton

P.s. Santatizer? Nice one, Council Member Younger!!



**From:** Travis Merrigan <bikebremerton@gmail.com>

**Sent:** Wednesday, December 11, 2024 1:40 AM

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

**Cc:** Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Anna Mockler

<Anna.Mockler@ci.bremerton.wa.us>; Jane Rebelowski <janerebelowski@yahoo.com>; Jennifer

Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Denise Frey

<Denise.Frey@ci.bremerton.wa.us>; Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Eric

Younger <eric.younger@ci.bremerton.wa.us>

**Subject:** Naval Ave Project - do not approve \$1.46m right-of-way acquisitions

Dear City Council,

I write in regards to the "Naval Avenue 1st to 15th Bicycle and Pedestrian Enhancements Project". Despite some excellent components, the City's recently released '90% Plan' for Naval Ave will make the street less safe and cost too much.

I urge Council to delay implementation of the plan - do not rubber stamp the Administration's request to begin right-of-way acquisitions. Let's slow down, allow the the public and council to review the plan and improve it.

**The Good:**

The Naval Project has a couple of excellent elements, including:

-- An end-to-end bike lane from 1<sup>st</sup> to 15<sup>th</sup>

-- Safe, narrowed intersections at the small street crossings: 10<sup>th</sup>, 8<sup>th</sup>, 5<sup>th</sup> and 4<sup>th</sup>

**The Bad:**

However, the Naval plan falls well short in several critical areas, including

-- Large intersections will be made less safe due to lengthened crosswalks and long turn radii that increase car turning speeds

-- Bike lanes are unprotected and incorporate turn pockets, which make the bike lanes unsafe for children and other humans

-- The plan is extraordinarily expensive, with 83 right-of-way acquisitions, wholesale removal/replacement of all existing sidewalks and power poles and widening of Naval Ave.

-- Lack of transparency. The City held a single public meeting, online, on a week day, and over 2 years ago. Neither the public nor Council has had an opportunity to weigh in on this plan.

The Naval 90% Plan should not be accepted without in-depth deliberation from City Council. On such an expensive project, it would be prudent to commission a review from an outside contractor (not our regular HDR or Parametrix) to see where improvements can be made.

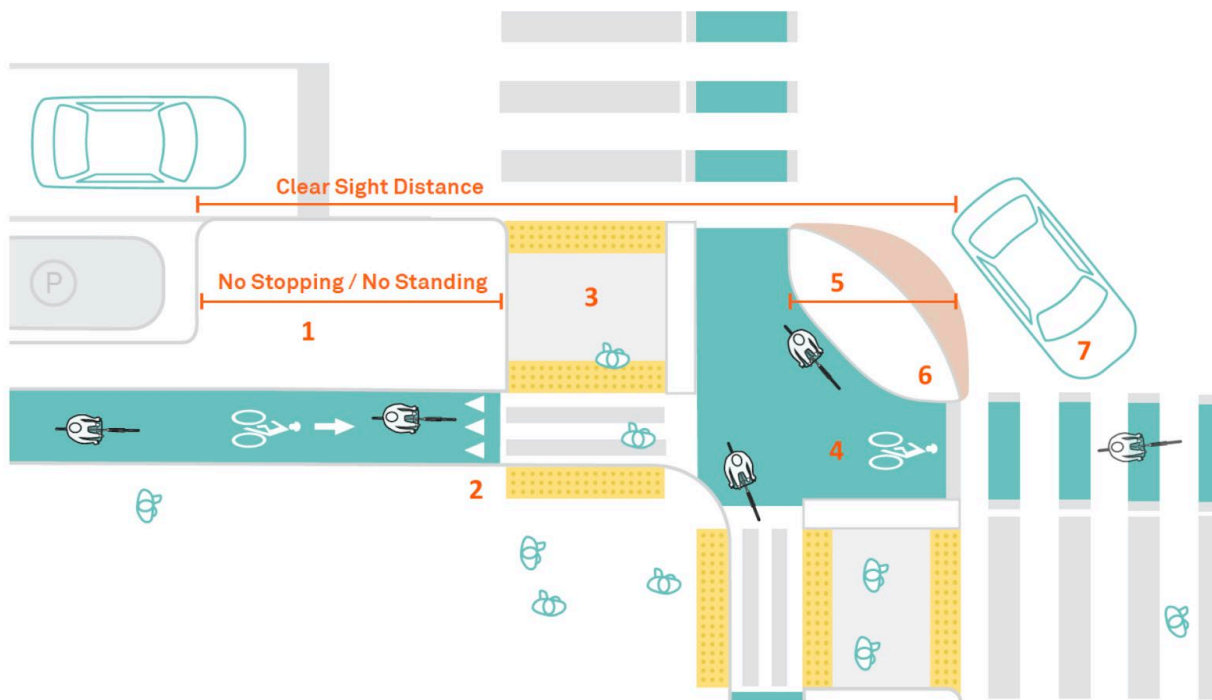
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I respectfully submit three types of improvement - three principals to consider - applicable to Naval Ave:

**First, focus on safety in intersections** - Intersections are where soft humans and big machines directly cross paths. Most car-on-car and most car-on-human collisions occur in intersections. According to the US DOT, “roughly one-quarter of traffic fatalities and about one-half of all traffic injuries in the United States are attributed to intersections.”

The 90% plan for Naval would create (maintain) dangerous intersections with high Level of Traffic Stress (LTS) at the large intersections: Burwell/Naval, 6th/Naval and 11th/Naval. Because these intersections incorporate large radius corners, they encourage cars to turn at high speeds, and design lengthens the crosswalk from the current, not-particularly safe status quo. And these intersections contain ‘turn pocket’ style bike lanes, which are not safe for school children. NACTO has great info about safe intersections - <https://nacto.org/publication/dont-give-up-at-the-intersection/protected-intersections/>

Protected Intersection Diagram



‘A protected intersection, NACTO publication: <https://nacto.org/publication/dont-give-up-at-the-intersection/protected-intersections/> ‘

**Second, build safe, modern bike infrastructure.** Proposed bike lanes will result in a high LTS, due to lack of protection, high traffic counts, turn pockets, and unsafe intersections. A high LTS virtually ensures that children won’t ride in the bike lane. Bremerton should never again build a bike lane that children can’t ride in, especially not for Naval Ave, which passes through school zones. ‘Paint-only bike lanes’ are not modern bike infrastructure, please don’t fund unprotected bike lanes.



'Unprotected bike lanes attract illegally parked cars.'

**Third, be cost efficient.** Bremerton has many streets in need of safety improvements, repaving, new sidewalks, etc. We should be as efficiency as possible, spread the improvements widely. WA State budgets will likely be tighter in the future, and who knows what's coming out of DC. No is a time for high efficiency.

The recent Manette Roundabout project cost \$8.3m for a project 4-5 blocks long or \$1.7-2.1m per block. The costs were high because 100% of the street was ripped out and replaced. The Naval 90% Plan is every bit as ambitious as the roundabout and it stretches for 15 blocks. The plan envisions 37 right-of-way acquisitions (!!), it would tear out virtually every existing sidewalk and require move dozens of power poles and stormwater drains.

There's a more efficient way to move forward. Seattle has a program called '[Even Better Bike Lanes](#)' that simply place inexpensive concrete barriers between soft humans and metal machines. This technique can be complete for tens (maybe hundreds) of thousands of dollars per block, not millions of dollars.





'Even Better Bike Lane installation in Seattle.'

The City is committed to improvements on 6th and Naval. Great, let's get them done efficiently. Then let's complete projects in the outlying areas, in every council district. Spread the money widely and wisely. The City's proposed plans for Naval and 6th Street don't accomplish those goals. Let's do better.

Thanks,

Travis Merrigan  
Bremerton

**From:** Travis Merrigan <[bikebremerton@gmail.com](mailto:bikebremerton@gmail.com)>  
**Sent:** Saturday, January 4, 2025 10:07 AM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Subject:** Update BMC 11.12.070 Traffic Impact Mitigation

Happy new year.

I believe **Bremerton Municipal Code - 11.12.070 TRAFFIC IMPACT MITIGATION** may be inhibiting the construction of safe streets and requiring the construction of high-throughput streets. The work need to be done quickly, because Public Works is declaring that it's already too late to have any effect on the safety elements of the Naval Ave street project.

Specifically, 11.12.070 states

(a) The City Engineer shall impose conditions necessary to mitigate all impacts of traffic, circulation and parking resulting from a project... For segments... where the present LOS is below the standard ... the mitigation measure shall be sufficient in the estimation of the City Engineer to maintain or exceed the present LOS. (full text [link here](#).)

In the Dec 17th Public Works Committee discussed their requirements for Level of Service Naval Ave and 6th Street multimodal projects. On multiple occasions, Public Works officials including the Director of PW and City Engineer, Ned Lever, stated that municipal code requires PW to build only for car capacity, they have no responsibility to build safe streets.

In particular, the City Manager stated that he was required to maintain Level of Service - which only measures rush-hour car backups. Quoting the City Engineer from Dec 17th, in response to a question about removing turn pockets and making protected bike lanes, *"We don't have a Level of Traffic Stress Policy, we only have a Level of service policy."* later he said *"I think engineering needs policy and standards that Council adopts. And so when all of these questions come in about, why aren't [saying] why aren't you doing what Seattle's doing? Like, Bremerton doesn't have an adopted standard..."*

He continued: *"I'd really like clarity about what you like when we comes to naval Ave... we need to justify turn pockets because we're trying to maximize intersection, right? .... You're saying you'd like to see bike lanes always on the curb line, but that's not our guidance right now, so."*

Public Works lacks guidance. They believe their job is fast rush-hour cars, not safe streets the other 23 hours per day. does not believe safe streets are in their remit. That needs to change. Here's one part of the code that is currently weighted very heavily towards rush hour traffic.

## Bremerton Municipal Code - 11.12.070 TRAFFIC IMPACT MITIGATION.

(a) The City Engineer shall impose conditions necessary to mitigate all impacts of traffic, circulation and parking resulting from a project. For segments, intersections or other portions of the street system for which a level of service (LOS) standard has been adopted within the current comprehensive plan of the city, mitigation measures shall be sufficient, in the estimation of the City Engineer, to assure that such segments, intersections or other portions of the street system continue to meet or exceed the adopted LOS standards after full project occupancy and

operation. For segments, intersections or other portions of the street system for where the present LOS is below the standard that has been adopted in the current comprehensive plan, the mitigation measure shall be sufficient in the estimation of the City Engineer to maintain or exceed the present LOS. . Mitigation measures may include, but are not limited to, channelization; intersection modifications; signal installation, modification, or replacement; installation of acceleration/deceleration lanes; turn lanes and medians.

Arguably, the [Bremerton Municipal Code 11.10 Complete Streets](#) contradicts the 'rush-hour only' vision of streets. But Public Works doesn't think so. So the City Council needs to act to prevent more VERY UNSAFE PROJECTS - such as the Manette Roundabout - from being built.

Some examples of better city code:

**But 2023 HB 1181**, a major overhaul of the state's Growth Management Act, replaces mentions of "level of service" with "multimodal level of service." It updated and improved RCW [36.70A.020](#).

*... if the development causes the level of service on a locally owned or locally or regionally operated transportation facility to decline below the standards... unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include ((increased)) active transportation facility improvements, increased or enhanced public transportation service, ride-sharing programs,*

It continues:

*Priority must be given to inclusion of transportation facilities and services providing the greatest multimodal safety benefit*

In other words, LOS must be maintained UNLESS the project improves multimodal level of service via improved pedestrian, cycling or transit improvements.

**City of Bellingham** measures not 'Level of Service' but 'Multimodal Level of Service' in its [Chapter 13.70 MULTIMODAL TRANSPORTATION CONCURRENCY MANAGEMENT](#).

Instead of just measuring how cars flow during the busiest time of day, they look at the capacity for 'person trips'. *B. The purpose of this chapter is to establish a multimodal transportation concurrency management program to ensure that adequate multimodal transportation capacity in the form of "person trips" is available prior to, or concurrent with, final approval of development permits.*

Thank you for working to improve City Code.

Travis Merrigan  
Bremerton

**From:** Erik Pedersen <erikepedersen@hotmail.com>

**Sent:** Wednesday, January 8, 2025 1:07 PM

**To:** City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

**Cc:** dianne iverson <diverson1950@gmail.com>; Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>

**Subject:** Level of Service, 6th St. and Naval Ave.

City Council and Mayor Wheeler,

You're scheduled to get updates on the 6th Street project shortly. Things I hope you consider for this project and for Naval Avenue:

Level of Service:

You have the ability to choose safety over Level of Service (LOS) on transportation projects. The Council can vote to ignore arbitrary LOS benchmarks on even a project-specific basis. City staff was incorrect in telling you the Growth Management Act (GMA) forces you to meet LOS benchmarks in the Mid-December study session, and should publicly correct themselves on such an important point.

Councilmember Rebelowski was right to express doubt about this point in the study session. Bremerton's own 6th Street and 11th Street Study recommends giving 11th Street a road diet in addition to 6th, in spite of projections showing it would drop our LOS below current goals. Nick Ataie, one of our city's representatives to the GMA-related Puget Sound Regional Council, has also said you can vote to ignore LOS. Other cities around Puget Sound routinely choose safety over LOS, evidenced by the multitude of LOS-constraining safety projects moving forward in areas of Seattle and Tacoma with significantly heavier traffic than Bremerton.

6th Street:

There appears to be ample room to fit in a "dedicated intersection" at 6th and Naval to eliminate the need for kids from Naval Avenue Elementary to snake in between multiple lanes of traffic in the "turn pockets" designed for both 6th Street and Naval. No-turn-on-red signs and dedicated intersections can likely eliminate the need for them throughout the rest of the two projects. In my email chain with planner Nick Ataie, below, I outline arguments about why there's likely room for a "dedicated intersection" at 6th and Naval, enabling protected bike lanes to serve both routes.

The new AASHTO Guide for the Development of Bicycle Facilities (Fifth Edition, 2024) also says "mixing zones," a.k.a. turn pockets, are not a preferred design feature. AASHTO standards for bike infrastructure are generally less progressive and safety-minded than

NACTO standards, so it's notable if we're not even meeting AASHTO recommendations, especially for projects serving two elementary schools.

Naval Ave and Public Feedback:

At the Mid-December study session, Public Works argued forcefully that it was unreasonable to send their design for Naval Avenue back for a redesign. Their design directly serves Naval Avenue Elementary School and asks those kids to make multiple correct merging decisions in "turn pockets," and lacks lane protection. They characterized the community feedback on this as arriving late and coming out of nowhere, which is blatantly false. Dianne Iverson (copied), the bike community's main representative on the Complete Streets Committee, has been calling for protected bike lanes on this project since very early stakeholder feedback opportunities in 2019. The responsible course of action for Public Works, early in this planning process, would have been to correctly inform you of your ability to direct them to consider ignoring LOS benchmarks, rather than moving ahead with such an unsafe design.

Perhaps the upcoming designs for 6th Street and Naval Avenue prioritize safety slightly better than past iterations, but please do not be squeamish about requiring designs to fully meet modern standards and the example set by our peer cities on Puget Sound. Please do not fund either the 6th Street or Naval Avenue projects if they continue to include turn pockets and fail to include protection for bike lanes. Our peer cities are not paying millions of dollars for brand new obsolete bike infrastructure - especially on projects serving elementary schools. Public Works is incorrect in saying LOS benchmarks are tying our hands and that they were unaware the public might want to protect bike lanes for kids.

Thanks for your consideration,

Erik Pedersen  
Bremerton Planning Commission  
District 3 Resident

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**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Friday, December 13, 2024 11:38:26 AM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Subject:** Fw: 6th Street Presentation

Nick,



I did a little more follow-up work on an argument for a protected/dedicated intersection based on NACTO designs at 6<sup>th</sup> and Naval (and other intersection with "turn pockets" in your design) I'd like to share with you.

It appears that we might have room for a protected or dedicated intersection at 6<sup>th</sup> and Naval. The intersection of Dexter and Thomas in Seattle is the local example of a protected intersection I'm aware of. Is that the one you referenced yesterday? My Google Earth Pro mapping program shows it as not significantly wider than the 6<sup>th</sup> and Naval intersection you propose to create after the right-of-way acquisitions (based on my rough observations of your post right-of-way acquisition maps). The version of the Dexter and Thomas intersection shown in aerial imagery isn't the current protected intersection configuration, but the curb-to-curb measurements diagonally across the intersection are less than 100' in both directions (I do realize the curbs have likely moved back in the current configuration).

However, your proposed 6<sup>th</sup> and Naval (post right-of-way acquisition) appears slightly larger than this, or at least within just a foot or two in size (more than 100'). Furthermore, the parcels at all four corners of this intersection include landscaping and/or simple surface parking areas where slightly larger right-of-way acquisitions would be unlikely to significantly harm the businesses on those parcels (which should keep costs down per the appraisals you'll do for the acquisitions). To my layman's eyes, it seems like space is not preventing us from installing a protected or dedicated intersection for 6<sup>th</sup> and Naval. Is that mostly correct? And if the intersection isn't significantly wider, it likely wouldn't cost significantly more than your current proposal, right?

That might simply leave bus turn radii as a limiting factor. It sure seems like buses make some awfully tight turns at times (i.e. snaking from the Manette bridge into Manette's business district). Are these bus turn radii requirements truly requirements, or are they simply requests/recommendations? And would size constraints put us far out of whack with recommendations, or would we be pretty close anyway? And might slightly larger right-of-way acquisitions allow us to meet Kitsap Transit's request for bus turn radii in any case?

Thanks for your consideration and, again, thanks a lot for your time yesterday. I'm trying hard to educate myself and other cyclists, so our comments can be better informed and more useful.

Erik

---

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>

**Sent:** Thursday, December 12, 2024 4:23 PM

**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>

**Subject:** Re: 6th Street Presentation

Nick,

Thank you so much for your time today.

I found the photos of Eldridge Ave in Bellingham I was hunting for (attached). It's nothing amazing - just an example of folks fitting plastic bollards in wherever they could, on a street like 6th with lots of driveways.

Also, in a scenario where we can fit in protected lanes on 6th and Naval Ave, (with or without removing the center turn lanes), the intersection of 6th and Naval (and others with turn pockets) could really use NACTO's "Dedicated Intersection." I'd prefer this project (which serves an elementary school) not occur than move forward with turn pockets. It's a nonstarter for an all ages route. I think the early BLTS systems WSDOT's was based on automatically bump a route with turn pockets up to a 3 or 4. Dedicated intersections also provide extra protection with corner wedges, while taking up less space than a full "protected intersection."

<https://nacto.org/publication/dont-give-up-at-the-intersection/dedicated-intersections/>

This website begins describing the dedicated intersection by saying, "(p)eople on bikes can be given a dedicated path through the intersection even where there is not enough space for a full bike setback." It sounds like there might be room to fit something like this in at 6th and Naval.

Thanks again for your time,

Erik

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**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>

**Sent:** Monday, December 9, 2024 2:24:34 PM

**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>

**Subject:** Re: 6th Street Presentation

Thanks.

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

**Sent:** Monday, December 9, 2024 2:22:22 PM

**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Subject:** RE: 6th Street Presentation

Sure – That works for me.

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division  
Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Monday, December 9, 2024 2:20 PM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Subject:** Re: 6th Street Presentation

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My boss now wants to meet with me at noon on Thursday. Would 1:30 work?

---

**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Monday, December 9, 2024 12:28:12 PM  
**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Subject:** RE: 6th Street Presentation

Sounds great – It's on my calendar. Just call my cell # when you arrive and I'll let you in from our main door.

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division  
Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Monday, December 9, 2024 12:26 PM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Subject:** Re: 6th Street Presentation

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I'd be happy to walk up on Thursday. Your maps and other info would undoubtedly be helpful.

Noon?

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**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Monday, December 9, 2024 11:08:37 AM  
**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Subject:** RE: 6th Street Presentation

Erik,

That sounds wonderful! This Thursday would work for me around lunchtime. Otherwise I could be available after lunch both this Wednesday and Thursday. Let me know what works for you. Happy to make the journey downstairs or if you wanted to come by my office I could pull some information up on my compute to share.

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division  
Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Monday, December 9, 2024 9:23 AM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Subject:** Re: 6th Street Presentation

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Nick,

I'm really looking forward to that presentation. I would absolutely love and appreciate the chance to meet up with you though. I'm clearly not a traffic engineer and have a lot to learn.

I work on the fourth floor of the Norm Dicks Center, and there are always lunch tables available on the fourth floor, so a brown bag lunch meeting would work for me most days. (My office also has a whole conference room that's virtually never used.)

Might something like that work for you?

Many thanks,

Erik  
360-961-4678

---

**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Monday, December 9, 2024 8:55:42 AM  
**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Subject:** RE: 6th Street Presentation

Erik,

I wanted to let you know that staff will be discussing “Multimodal Level of Service” at the December 17<sup>th</sup> Public Works Committee Meeting (<https://www.bremertonwa.gov/Calendar.aspx?EID=3298>) and the meeting will be hybrid allowing attendance in-person or virtually. While public comment is not allowed at these meetings, the information to be discussed is very relevant to many of your questions regarding Bicycle Level of Traffic Stress (BLTS).

The intent of this discussion is to determine what sort of policy the City could implement to provide additional clarity on Complete Streets projects (including 6<sup>th</sup> Street) on how we appropriately measure/define a “level of service” (or level of stress) for road users and how that “level of service” translates to physical improvements. We used the WSDOT methodology as a starting point for BLTS for the 6<sup>th</sup> Street project, but there are several other methodologies used by other agencies and we are by no means tied to that.

Regarding your questions below, I’d be happy to discuss in more detail with you, but it would be a lot of information to try and package in an email. Let me know if there is a way we could coordinate a phone call or meet in person.

Thanks,

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division  
Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Friday, November 15, 2024 2:13 PM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Cc:** Jeff Coughlin <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Jane Rebelowski <[Jane.Rebelowski@ci.bremerton.wa.us](mailto:Jane.Rebelowski@ci.bremerton.wa.us)>; Denise Frey <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>; Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>  
**Subject:** Re: 6th Street Presentation

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Nick,

Thanks for the quick response. I hit you with a big email just now and we're headed into the holiday season, so I can wait longer than that if you're willing to dig into BLTS methodology. That'd be a significant service to the community that's worth waiting for.

Many thanks,

Erik

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**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Friday, November 15, 2024 2:07 PM  
**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Cc:** Jeff Coughlin <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Jane Rebelowski <[Jane.Rebelowski@ci.bremerton.wa.us](mailto:Jane.Rebelowski@ci.bremerton.wa.us)>; Denise Frey <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>; Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>  
**Subject:** RE: 6th Street Presentation

Erik,

Great seeing you Tuesday! Thank you for taking the time to dig into some of the previous studies, the WSDOT level of traffic stress methodology, and pass forward some thoughtful requests/questions.

If you could bear with me on responding (likely next week) it would be much appreciated.

I hope you have a wonderful weekend.

Nick

**Nick Ataie, P.E.**, Project Manager - Transportation  
City of Bremerton Engineering Division  
Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Sent:** Friday, November 15, 2024 12:36 PM  
**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Cc:** Jeff Coughlin <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>; Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Jane Rebelowski <[Jane.Rebelowski@ci.bremerton.wa.us](mailto:Jane.Rebelowski@ci.bremerton.wa.us)>; Denise Frey <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>; Anna

Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>

**Subject:** 6th Street Presentation

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

Nick,

Thanks for your presentation on the 6<sup>th</sup> Street project earlier this week. It seems like a step in the right direction, especially with regard to your acknowledgement of WSDOT's Bicycle Level of Traffic Stress (BLTS) evaluation system, which calls for protected or separated bike lanes in many circumstances. Most of our peer cities on Puget Sound go beyond WSDOT's base goal of BLTS 1 and 2 outcomes on their scale (only BLTS 1 is truly kid and novice-safe), but educating the public about this concept is a big step forward.

The presentation brought up five main points in my mind:

1. I saw a BLTS chart shown in the center of the room on Tuesday, but none of the BLTS evaluation outcomes shown along specific road sections. After digging into WSDOT's BLTS guide, I wonder if this recent design consistently meets WSDOT's goal of BLTS 1 and 2 outcomes, since it's such a busy street. I looked at the City's 2020 6th Street and 11th Street Corridor Feasibility Study, and they use a different scale to measure traffic volume than the Annual Average Daily Traffic (AADT) WSDOT's BLTS tables use. Can you please make public the AADT figures for 6th Street and Public Works' own evaluation of where their current design falls on WSDOT's BLTS tables?
2. WSDOT's explanation of how to use its BLTS tables also lists other considerations that might degrade a road's ranking from, say, BLTS 2 to a BLTS 3 (which would then not meet WSDOT standards), such as significant truck traffic or tons of intersecting roads and driveways (which 6<sup>th</sup> Street has both of in abundance). I think WSDOT's BLTS tables are more of a general guide than a comprehensive ruleset, and they also don't take center turn lanes (as the recent design for 6<sup>th</sup> includes) into consideration. I'd argue the center turn lane should bump 6<sup>th</sup> Street half-way down from the "1 thru lane per direction" category to the "2 thru lanes per direction" category. In addition, the original BLTS rating system, which WSDOT's guide is based on, judges that "turn pockets," which sandwich cyclists between two lanes of car traffic and require them to make correct merging decisions, automatically result in a BLTS grade of 3 or 4 and are unacceptable on main bike network routes. No kid or novice cyclist should ever be asked to make correct merging decisions or be sandwiched between lanes of cars and trucks. *WSDOT Design Manual M 22-01.23* shows an example of a "Protected Intersection" (p. 1310-45) that avoids the need for turn pockets and would almost certainly save lives and increase ridership when paired with protected lanes. Even if our new design for 6th technically meets WSDOT's guidelines per their BLTS tables, it likely does not meet them in spirit because of these other considerations.

3. Our evaluation of the 6th Street project should hinge on whether this is Bremerton's main east-west all-ages-and-abilities route. The answer to this question effects every other consideration. I argue that 6th Street should our all-ages route, and if we need to do away with the center turn lane in narrow road sections to provide bike lanes with ample space and ample protection, we must. The city has Burwell and 11th St. as our big vehicle-movers, and there's two elementary schools on or near 6th Street (Naval Ave. and Star of the Sea). Other peer cities of ours around Puget Sound have been willing to cause a small increase in traffic, or remove a row of parking, on selected streets in limited circumstances like this. A "neighborhood greenway" on, say, 8th Street could perhaps remove 6th Street's responsibility to serve all-ages-and-abilities. However, until we see plans for a robust, continuous alternative, most of us will argue that if the center turn lane on 6th needs to go, it needs to go. There would still be space for a center turn lane along most of the route, so the extra traffic shouldn't be bad in relation to the added safety benefits for all road users, including pedestrians and those in vehicles.
4. For the next design presentation, can we please show the public the option of the mini "jersey barriers" Seattle is installing nowadays? The public deserves to at least be made aware of this option, whether we can afford to install them or not. The 2015 *Federal Highway Administration Separated Bike Lane Planning Design Guide* shows that concrete barriers do, in fact, increase protection from crashes (p. 85). That's also intuitively true to us all.
5. Lastly, if there are any safety measures we're not including in our designs because of cost alone, can we please make a list of them for future consideration? Budget decisions are always difficult, but this type of transparency about our options and decisions would be helpful for everyone engaged in this process.

Many thanks,

Erik Pedersen  
Bremerton Planning Commission  
District 3 Resident  
360-961-4678

---

**From:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>  
**Sent:** Friday, November 8, 2024 8:00 AM  
**To:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>  
**Subject:** RE: 6th Street Details



Good morning Erik,

I'm glad you plan on attending the meeting next Tuesday!

I can provide some general information below for your questions, but I want to caveat these by saying these questions are much better discussed in a conversation Tuesday and I don't want to create a situation where information could be taken out of context. I hope you and others can come to the meeting with a collaborative mindset, ask questions, provide perspectives, and most importantly provide feedback.

**Protected Bike Lanes:** We will be including design recommendations for protected bike lanes (unspecified treatment type) at specific locations. We are using WSDOT methodology for Bicycle Level of Traffic Stress (BLTS) as a basis for evaluating needs and also considering site-specific factors. WSDOT refers to protected bike lanes as "separated" bike lanes. I can tell you that what will be presented next week will not depict a fully protected bike lane corridor on 6<sup>th</sup> Street. The rationale is likely more than I could get in an email so I would be happy to discuss in more depth at the meeting. From a City maintenance standpoint, there has been quite the discussion on considerations/needs for maintenance, but I wouldn't say that is driving (no pun intended) the decision-making process at this point.

**Road Widening / Right Turn Pockets:** One of the primary design goals of this project was to avoid any roadway widening; I'm happy to say that we will, indeed, present a design concept which includes no widening of the existing curbs. We will also have an option which shows curb widening at only one intersection (Naval Ave). Both of these options will include some type of vehicle right-turn treatment at that intersection to meet our current operations standards. The only other right-turn lane needed to meet vehicle operation standards is in the WB direction at Warren Ave. Some other existing right-turn lanes will be shown as removed as they were determined to not be necessary for meeting operational requirements. Overall, much less potential anticipated bike lane/turn lane conflict areas than what currently exists on Kitsap Way.

Thanks again for the email and providing some insight into priorities from the bike community; I'll see you Tuesday.

Nick

**Nick Ataie, P.E.**, Project Manager - Transportation

City of Bremerton Engineering Division

Direct 360.473.2306 | Cell 564.222.0897

**From:** Erik Pedersen <[erikepedersen@hotmail.com](mailto:erikepedersen@hotmail.com)>

**Sent:** Thursday, November 7, 2024 6:14 PM

**To:** Nick Ataie <[Nick.Ataie@ci.bremerton.wa.us](mailto:Nick.Ataie@ci.bremerton.wa.us)>

**Subject:** 6th Street Details

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Nick,

I'm very curious about the details on the 6th Street road diet project. I spent my whole childhood growing up on 7th Street, so 6th was always the boogeyman between me and the nearest park. I'll be there on Tuesday.

Do you know if the bike lanes will be protected?

Is there going to be any road widening at intersections? Will the bike lane have to merge through any right turn lanes into "turn pockets"? Those are the things the bike community will be looking for.

Thanks,

Erik Pedersen  
District 3 Resident

**RE: Naval Base Kitsap - Comment to Agenda Item B.6 on January 8, 2025 (Item 6.B on January 15, 2025)**

**From:** Satter, Allison E CIV (USA)

**Sent:** Wednesday, January 8, 2025 4:13 PM

**To:** City Council; Jennifer Chamberlin; Denise Frey; Jeff Coughlin; Jane Rebelowski; Michael Goodnow; Eric Younger

**Cc:** Hale, John W CAPT USN NAVB KITSAP SVD WA (USA); Baerg, Alexander T CAPT USN NAVB KITSAP SVD WA (USA); Herbig, Jennifer D CIV USN NAVSHIPYDIMF PGS WA (USA); Thomas Knuckey; Gunnar Fridriksson; Shane Weber; Ned Lever

**Subject:** RE: Naval Base Kitsap - Comment to Agenda Item B.6 and 6.B

Good Afternoon City of Bremerton's City Council:

We would like to provide comment to the City's proposal for the 6<sup>th</sup> Street and Naval Avenue road projects for the Council's consideration for the action on January 15) :

- Naval Base Kitsap (NBK) commuters and/or visitors to NBK-Bremerton will continue to queue on City Streets. Near the Naval Gate, it has been typical for queuing vehicles to back up on Naval Avenue, and at times extend to 6<sup>th</sup> Street.
- It is very typical to have minor issues at the Navy's entry gate. Those small unavoidable issues are a contributing factor to queuing. Those minor issues may close a entry gate lane for a few minutes. At peak time, the Naval Gate may process ~12 cars a minute. A 5-minute delay at the gate would delay the processing of ~60-cars; 60 cars queuing in one lane is ~1,200'. There is ~1,300' from Naval Gate to 6<sup>th</sup> Street.
- With the City proposals (6<sup>th</sup> and Naval Avenue) and the current NBK's vehicle queuing, we assume the current queuing distance will likely be increased. Part of our assumption includes that the vehicles traveling to downtown/Ferry will also be within the NBK-vehicle queue instead of having a lane open to avoid the line, thus adding to the backup.
- The Navy has no funded plans to improve base access to NBK-Bremerton. We continue to have an incentive program to support mass transportation, Worker/Driver program and van/car-pooling commuting and we are conducting an analysis on NBK-Bremerton to try to improve traffic flow on base. Though we are studying on-base traffic patterns, there are no funded plans to improve the queuing at the NBK-Bremerton gates.
- We also have no plans to reduce NBK-Bremerton's operations currently. Currently, NBK-Bremerton is studying projects to update the Shipyard, which includes analyzing if this work will bring extra contractors to the shipyard (and how much). We should know more through the Environmental Review to be released this year. Also, teleworking is implemented in some areas on NBK-Bremerton but is always subject to Department of Defense and Federal policies which are subject to change at any time. As such, we do not have plans to reduce NBK-Bremerton's workforce, but future actions may be increasing the population who comes to the base.
- It is estimated NBK-Bremerton has approximately 18,000-25,000 people living and working on base every day; majority of that workforce commutes to NBK-Bremerton. It has been identified that at peak AM time, approximately 700 vehicles/hour enter at the Naval Avenue Gate.
- Ensuring that the workforce can get to the installation to work is essential to maintain current Navy operations. It is so important that Department of Defense provided funding to the City (\$675,000 in 2020) to develop a plan to address the City's transportation issues and ensure Bremerton's growth will not impede on NBK-Bremerton; that resulted in the City's Joint Compatibility Transportation Plan (JCTP).

We appreciate the City's Staffs hard work to try to find solutions that accommodate all stakeholders into the City's proposed transportation projects. Navy understands the importance of safe and predictable transportation routes for all modes of transportation.

I have also included Naval Base Kitsap's Commanding Officer, Captain Hale, and Puget Sound Naval Shipyard & Intermediate Facility's Executive Director, Jennifer Herbig. We are available to help educate on the Navy if the Council has any questions.

V/r,

Allison Satter  
Community Planning & Liaison Officer (CPLO)  
Naval Base Kitsap (NBK)  
Cell: (360) 930-2934  
Email: [Allison.e.Satter.civ@us.navy.mil](mailto:Allison.e.Satter.civ@us.navy.mil)

**Published for  
January 15  
Council Meeting**

**Item 6B**  
**Public Comments**

From: Jessica Martinez <jessicalouisemartinez@gmail.com>  
Sent: Monday, January 13, 2025 7:35 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: supplemental agreement no. 4

I see that supplemental agreement no. 4 is on the agenda for the council meeting tomorrow. Not sure if you will be voting at the same meeting or not but I sincerely hope that you will vote in favor of a plan that will provide better safety for pedestrians and cyclists vs. one that will move car traffic faster.

Both of my children had to navigate unsafe traffic when they attended naval avenue. We lived so close to the school yet we never felt safe letting them walk to school without us.

My husband was struck by a city bus while cycling. His accident could have been prevented with good bike infrastructure. He survived but as I'm sure you can imagine it was traumatic. In addition to costly for the jurisdiction where this occurred.

No matter how you vote I know that you will have constituents who will be unhappy and I don't envy your position. Car traffic within the city limits doesn't need to move any faster and I am happy to get where I'm going later when it means my neighbors are safer. Happy to see my tax dollars being used for real substantial improvements.

I hope that you will seriously consider adding protected bike lanes and simplifying the car traffic near naval avenue so that elementary school kids don't have to navigate and try to understand complex car traffic. Please vote in favor of residents safety over commuter speed and convenience.

Jessica Martinez

Sent from my iPhone

**From:** michelbike99@gmail.com <michelbike99@gmail.com>  
**Sent:** Monday, January 13, 2025 8:49 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Naval Avenue redesign

Dear Councilmembers.

Naval Avenue is a key North South corridor. We cycle it frequently and would dearly like to see protected bike lanes, not just paint, on the upcoming redevelopment. The world has moved on and now we know we need protection, not just paint, for active transportation. Let's do it now rather than waiting 10 years to realize our mistake and have to re-do it then!

We are much more likely to get grant money this way. Recent experience with Almira showed just that; a mediocre proposal was turned down, but when it was done with the latest in active transportation engineering, we got the grant. Safety is a priority, and the current preliminary design does not offer that.

We would also like to see shorter pedestrian crossings. These have been shown to reduce car-pedestrian accidents.

There's a good case for making "no right turn on red" at some lights. This provides cyclists and pedestrians with time to cross. We have had several close calls as both pedestrians and as cyclists with a "right hook" with a car turning right on red.

Outreach- when will there be public hearings? Having said that, we saw from the sixth street event, mumbled throughout the room was the phrase "protected bike lanes". There was talk then of having an ordinance passed that protected bike lanes would be the norm unless there were some exceptional reasons NOT to have them. I look forward to such an ordinance.

Thank you for reading this, and we look forward to you defending a proper bike-friendly design.

**Charlie & Carol Michel**

(360) 710-0616 Cell  
(360) 830-4984 Home

*When it comes to addressing the climate crisis, none of us is off the hook... and we cannot solve a crisis without treating it like a crisis.*

**From:** David Schmitz <daviddschmitzz@gmail.com>  
**Sent:** Tuesday, January 14, 2025 9:48 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** on the Naval Avenue road project

Councilmember Goodnow,

I grew up in Bremerton, attended Naval Avenue Elementary School for two years, and have lived within District 5 for most of my life. Today I am writing about the Naval Avenue project. While a road diet and bike lanes are necessary for Naval Avenue, there are a couple of details that I think could weigh down the overall good of the project.

Firstly, having automobiles cross over a bike lane to reach a turn pocket seems unsafe for both cyclists and motorists, and this is magnified if kids are to encounter this while biking to and from school. Secondly, turn pockets would increase the distance of a crosswalk, resulting in pedestrians spending more time exposed to car traffic -- again, this concern is magnified when kids walking to and from school are part of the scenario. With this in mind, protected bike lanes would go a long way towards bicycle mobility in that area and would make it safer for kids in addition to cyclists and motorists as a whole.

I would rather something formidable rather than incremental is implemented while we have the opportunity, if only because something incremental might result in having to circle back and repeat the process in a few years. To that end, I am reminded of KeyArena being basically outdated the day it opened in 1995 after the remodel -- granted, we are not losing an NBA team here, nor do we necessarily need to build the Climate Pledge Arena equivalent of street design and bike lanes, but we do need something that will be sufficient for a while.

Thank you for your consideration.

David Schmitz



**From:** [Barbara Hagedorn](#)  
**To:** [City Council](#)  
**Subject:** Naval avenue  
**Date:** Tuesday, January 14, 2025 4:21:37 PM

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

I'm writing to voice my concerns re the Naval Ave improvements. I am especially concerned with getting protected bike lanes. This road runs by an elementary school & I think the children's safety, as well as that of pedestrians, should be prioritized over getting folks who don't even live in Bremerton, in & out of town quickly. Please consider these thoughts as you make your decision.

Sincerely,  
Barb Hagedorn  
Sent from my iPhone

**From:** [Jeff Iverson](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** Naval Ave 90% plan  
**Date:** Tuesday, January 14, 2025 11:39:48 AM

---

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

Dear Bremerton City Council Members

My name is Jeff Iverson, I live at 3701 6th St in Bremerton. Mr. Goodnow is my representative.

We do not support the Naval Avenue 90% plan. Please do not approve it! For too long Bremerton streets have been designed and laid out for out-of-town commuters. We already have roads designed as thoroughfares (11th, Warren, Kitsap, Burwell...), Naval Ave and 6th St do not need to be added to that list. Bremerton roads need to start being managed for the people that live here, not just the people driving through.

Our streets and intersections need to be designed to protect the weakest of our residents, children, cyclists, and handicapped. Roads in school zones should be made smaller with more obstructions to slow cars, isolated and protected bike lanes are needed. Wider lanes and big corners at intersections only speed up traffic making it more dangerous for our children navigating and crossing these streets.

When we moved back to Bremerton to start our family I had hoped that I could send my child to the same elementary school I went, Crownhill Elementary (the one before the 1993 fire). We live just across Kitsap Way, Crownhill and West Hills are both walking distance so there is no bus route for either. Our roads are so unsafe for a child to navigate that they will never be able to walk to school, we've chosen to deliver them to a charter school daily instead.

Please don't support putting good money and intentions into bad plans.

Sincerely,

Jeff Iverson  
Denise Portmann  
Sebastian Iverson-Portmann

Sent from my iPad

**From:** [Jessica Torrez-Riley](#)  
**To:** [City Council](#)  
**Subject:** Naval Ave Project  
**Date:** Tuesday, January 14, 2025 11:25:50 AM

---

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

I'm very glad the city is taking on effort to make Naval Ave more safe for pedestrians and bicyclists. As a resident of 5th street, I frequently walk this corridor and appreciate measures to widen safe zones for people and slow down cars. It is my understanding that further review and updates are needed, particularly for bicyclist safety. I encourage City Council to fine tune existing plans to prioritize these elements as well as include more robust transit considerations in planning for Naval and 6th Street road diets.

Thank you,  
Jess

--

Jessica Torrez-Riley  
C: 425-442-4712  
[linkedin.com/in/jessicatorrezriley](https://www.linkedin.com/in/jessicatorrezriley)

**From:** [Zach Weaver](#)  
**To:** [City Council](#)  
**Subject:** Naval avenue bike lanes  
**Date:** Tuesday, January 14, 2025 4:57:47 PM

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

I love that you are considering a "road diet" and bike lanes. I strongly advise against the "turn pocket" that will force kids to bike into traffic. Cars do not pay attention to bikes. Putting this next to an elementary school seems wildly irresponsible. Due to the proximity of the school and the increased likelihood of a younger ridership, these bike lanes should be protected, not jutting in between lanes.

I have two kids, and Naval should be the school that they walk to when they are old enough. I want to feel like the city cares about their safety more than the throughput of cars. Please prioritize the well being of folks that live here, not the convenience of rush hour.

Thank you,  
Zach Weaver

From: B Anderson <anderson.b@wavecable.com>  
Sent: Tuesday, January 14, 2025 7:14 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Naval Avenue improvements

I support the efforts by the West Sound Cycle Club and Street Smart Bremerton to make the Naval avenue design safer for cyclists and pedestrians. Naval Avenue has a park and elementary school. Many families live on this street. My son, his partner, and young daughter live nearby. They walk to the park as it is the nearest green space to their home. Their young daughter will soon be old enough to learn to ride a bike. They walk their dogs through these neighborhoods. My son also walks to his job at Puget Sound Naval Shipyard using Naval Avenue. They deserve a safe place to walk and their daughter deserves a safe place to play. Please prioritize the families that live in these neighborhoods in future improvements to these roads.

Beth Anderson  
360-620-0893  
Sent from my iPad

**From:** Erin Larsen-Cooper <elarsencooper@gmail.com>  
**Sent:** Tuesday, January 14, 2025 7:11 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** Naval Avenue Road Diet

Dear City Council,

Please vote against the current design for Naval Avenue. It's clearly not safe and we must do better.

I'm a Bremerton resident with two small children. The risk of getting hurt or killed by a car is very real to me. I have a lifelong disability from getting hit by a car while biking to work, which might've been prevented by better bike infrastructure or a design that slows cars down. I'm painfully reminded every day of the risks of unprotected bike lanes, turn pockets, and other unsafe infrastructure. I want something better, and safer, for my kids.

I'm disheartened when I look at the unprotected bike lanes and the intersections where cyclists are asked to merge between multiple rows of cars. I've biked a lot in other cities and towns, so I've seen real-world examples of cities doing better. Protected bike lanes aren't new anymore. Seattle and other cities are building "protected intersections". This infrastructure can save lives or prevent others from getting hurt and disabled.

Naval Avenue is the home of Naval Avenue Elementary School. I'm appalled that we haven't started from a place of designing this street with infrastructure that's safe for kids.

I'm also a driver and I understand the need to get places in a car. But I would never trade getting some place a few minutes faster, for potentially killing or injuring a pedestrian or cyclist. Let's design our streets like lives depend on it – because they do.

Thank you,

Erin Larsen-Cooper

Bremerton, WA

**From:** Kristen <smokeyspice@gmail.com>  
**Sent:** Tuesday, January 14, 2025 7:28 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Naval Ave project

Please do not approve the latest proposal for the area around Naval Ave that Public Works is trying to push through without serious reconsideration of safety for bikers, walkers or our disabled neighbors.

The goal of the plan should be prioritizing people's safety who are not in cars. You want to be a better city far into the future? Take into account that our current streets are not safe for these activities and adopting the new plan put forth coupled with the projections of population growth endangers your constituents.

Thank you for voting against this wholly unsafe proposal.

Sincerely,  
Kristen Sluiter  
1036 5th St.

"Laughter is the joyous, beautiful, universal evergreen of life."  
~Abraham Lincoln

**From:** Robert Ford <bertford@gmail.com>  
**Sent:** Wednesday, January 15, 2025 5:41 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** Concerns Regarding Proposed Redesign of 6th Avenue

Dear Members of the Bremerton City Council,

I am writing to express my serious concerns regarding the proposed redesign of 6th Avenue, particularly the impacts on pedestrian safety around Navel Elementary. As a former resident of Bremerton for the first 20 years of my life, I have a deep connection to the community and the well-being of its residents, especially children.

This project will have a significant and long-lasting impact on the safety of 6th Avenue and the surrounding neighborhood for decades to come. Therefore, it's crucial that the design prioritize the safety and well-being of all users, especially the most vulnerable: pedestrians, cyclists, and children.

The proposed widening of 6th Avenue raises several significant safety concerns:

- **Increased Crossing Distances:** Widening the street will inevitably increase the distance pedestrians must cross, making it more difficult and dangerous, especially for young children and elderly individuals.
- **Wider Turning Radius:** While intended to improve traffic flow, wider turning radii can encourage higher speeds, making it more challenging for drivers to yield to pedestrians in crosswalks.
- **Potential for Increased Traffic Speeds:** Wider lanes can inadvertently encourage drivers to increase their speed, further endangering pedestrians.

I urge the City Council to carefully reconsider these aspects of the proposed redesign. I believe the following modifications would significantly enhance pedestrian safety:

- **Reduce Lane Widths:** Narrower lanes can naturally slow traffic and improve driver visibility of pedestrians.
- **Implement Traffic Calming Measures:** Consider incorporating traffic calming measures such as speed bumps, raised crosswalks, or chicanes to further slow traffic and improve pedestrian safety.
- **Prioritize Pedestrian Safety:** Re-evaluate the design to prioritize the safety of pedestrians, particularly children, in the vicinity of the school.

I strongly believe that the safety of our children and all community members should be paramount in any transportation project. I urge the City Council to carefully consider these concerns and make necessary adjustments to the proposed 6th Avenue redesign to ensure the safety and well-being of all who use this vital corridor for generations to come.



Sincerely,

Robert Ford

From: dianne iverson <diverson1950@gmail.com>  
Sent: Wednesday, January 15, 2025 11:27 AM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Naval Avenue Pause



**A protected bike lane: A Dad is escorting his son home from school on a protected bike lane in a city of 124,000. Safety matters.**

**An open letter to the Bremerton City Council about Naval Avenue safety improvements. [city.council@ci.bremerton.wa.us](mailto:city.council@ci.bremerton.wa.us)**

## **What is the most important question concerning Naval Avenue active transportation improvements?**

For those of us who live in Bremerton, **safety** is our top priority. The current design of Naval Avenue recommended by city staff does not meet the safety standards I want for our city, for our children, and for those of us who are disabled. We can do better.

## **So what are the safety issues that need further discussion with the community and the Navy?**

1. No right turn on red for cars. People not in cars need time to cross at intersections before the cars.
2. Length of the pedestrian crossing at intersections. Shorter crosswalks are safer. The Mayor's design increases the length of the crosswalks which makes it less safe to cross a street than what exists now before any improvements are even made. Cities across Puget Sound are currently upgrading crosswalks so that they are shorter. Why? Because shorter crosswalks are safer. Why is the city proposing lower safety standards in this multi-million dollar project?
3. High-tech surface sensor for pedestrians, bikes and wheelchair users which gives lead time for pedestrians, bikes, and people who use wheelchairs.
4. A higher level of protection than painted "bike lanes" (plastic barriers, concrete, barriers, bollards) More people of all ages and abilities will use a higher level of protection. Lack of safety is the number one reason for people choosing not to ride.

## **So what are the next steps in resolving the remaining safety issues for Bremerton residents?**

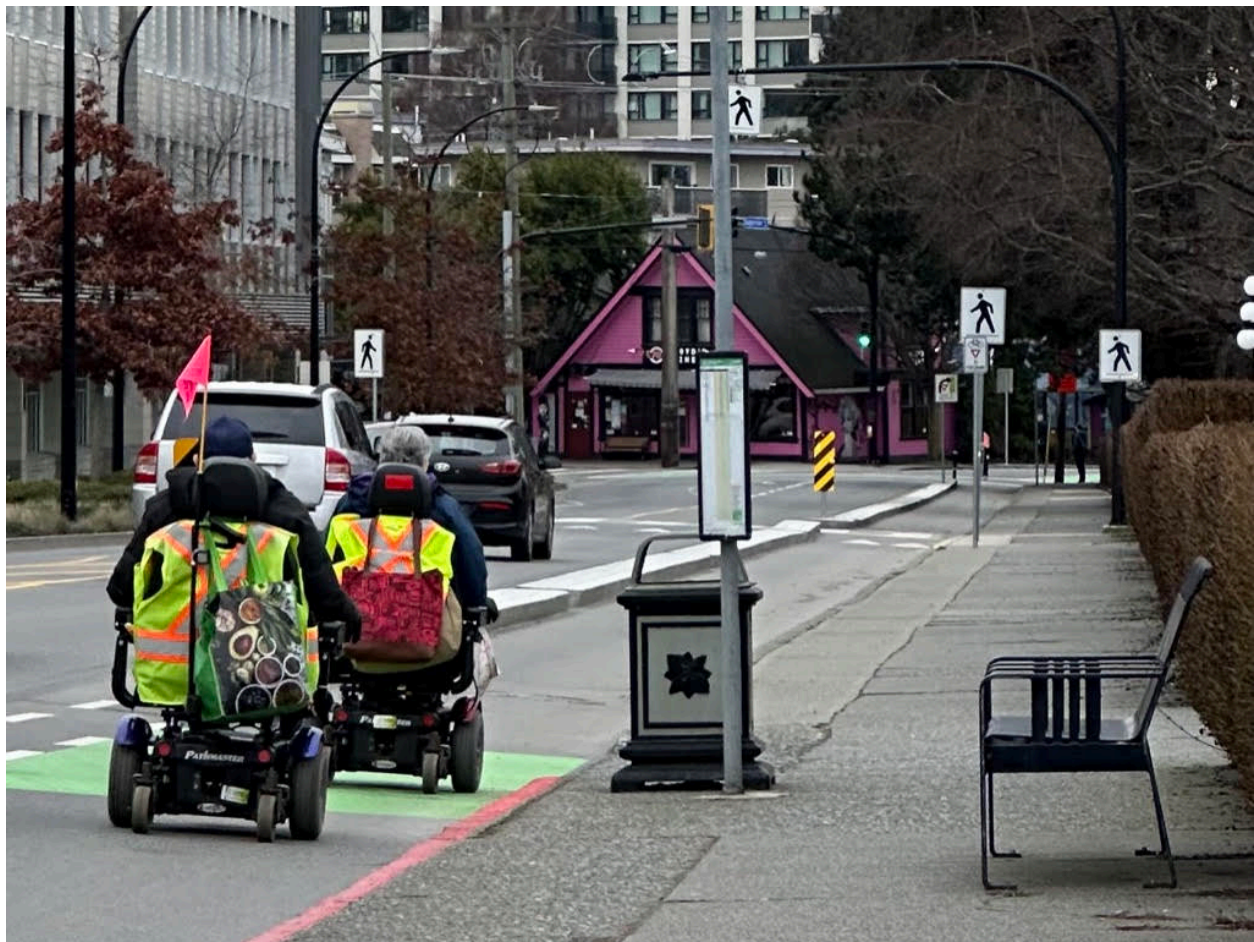
1. **Take a pause.** There is no construction money granted to this project right now. A grant must be written using the design accepted by Council. To submit an unsafe design for a grant is not a good investment of our taxes. Let's design a safer street for active transportation users before writing a grant. A safer design increases the odds of acquiring a grant. (Almira Drive did not receive funds with its first grant application because the design was not safe enough for kids, for families and for those that use wheelchairs. When the city improved its design on Almira, the grant was awarded.) If Almira Drive, which connects a school to its neighborhood, can be upgraded to a safer street design for all users, so can Naval. Naval Avenue deserves the same safety standards as Almira Drive for its residents. It can be done.
2. **Inform the neighborhood through in person discussions.** More neighborhood residents need to participate in the design process of our multi-modal upgrades on Bremerton's streets. No one from the adjoining neighborhoods on Naval were asked to serve on the Naval Avenue stakeholders committee. No one on the Naval Avenue stakeholders committee lived near Naval Avenue. The City of Bremerton has a



responsibility to the local residents to do expanded outreach. An on-line survey is only one tool for gathering information from residents. But an on-line tool doesn't serve to bring people together and learn from each other to build common ground and understanding.

**Does the city have the resources to improve the Mayor's recommended design of Naval Avenue?** Yes. The city's engineering staff is capable of adjusting the current design based on the community's needs. It does not have to go out for a contract if the city chooses to use its own employees as the experts.

Bremerton can do better for its citizens. Former Mayor Lisa Helps of Victoria BC dramatically improved her city for bikes, pedestrians, and people who use wheelchairs over the last 7 years. When asked why she was able to complete the multi-faceted re-design of her city's streets, she attributed it to extensive community outreach. See photo below of two men in Victoria using the protected bike lane to move about the city.



Dianne Iverson  
Member of the Naval Avenue stakeholders Committee  
I've advocated for protected bike lanes on Naval since 2019.



**From:** Nish Chaudhary <nish\_c@live.com>  
**Sent:** Wednesday, January 15, 2025 12:18 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Cc:** Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** Naval avenue bicycle and pedestrian improvements project

**Dear City Council and Mayor,**

I am writing to express my strong support for improvements to the Naval Avenue street design, specifically to enhance safety for pedestrians, bicyclists, and other micro-mobility users.

As we face the urgent challenges of climate change, reducing greenhouse gas emissions from transportation is critical. Transportation accounts for nearly 40% of emissions in Washington state, and designing infrastructure that supports non-automobile travel is essential for a sustainable future.

While I appreciate the city's efforts to improve the Naval Avenue corridor, the current proposed design has several significant flaws that must be addressed for it to provide real options for biking, walking, and rolling safely. These include:

1. **Redesigning the "lateral design" sections** between 5th & 6th Streets and 10th & 11th Streets. The proposed "mixing zone" design creates conflicts between cyclists and vehicles. Studies show that these are the least comfortable and safest options. Quoting from (Monsere, C. 2019, section 5.10, Summary): *"When considering the expected level of comfort, protected intersections (bend-out) and bike signals were found to provide the best expected rider comfort. Designs that move bicyclists and motorists into shared space (mixing zones or lateral shifts) were viewed as least comfortable"*. I urge the city to adopt fully protected, bend-out designs as recommended by the FHWA's separated bike lane guidelines. See (FHWA-HEP-15-025, 2015)
2. **Incorporating physical barriers for bike lanes.** In a hilly, rainy area like ours, safety requires more than paint and flex posts. Physical separation, such as metal bollards, curbs, or planters, is essential to protect cyclists and encourage safe biking. This should be standard across the entire corridor, with clear explanations when such treatments aren't feasible. Council should direct staff to ensure that the design explicitly incorporates and lists these vertical elements before authorizing any further progress on this project.
3. **Reducing crossing distances on 11th Street.** The sidewalk design should be modified to shorten pedestrian crossings, in line with improvements on nearby streets, to reduce the risk of vehicle-pedestrian collisions. The design accounts for this on 10<sup>th</sup> street and 15<sup>th</sup> street and needs to do the same on 11<sup>th</sup> street.

Additionally, it's critical that the city shift from a "check-box" approach to safety design. The community has repeatedly asked for infrastructure that truly protects cyclists and pedestrians, including physical barriers and safe intersection designs. This feedback must be incorporated into the design, rather than being dismissed.

The city has a responsibility to create a safe, accessible environment for all residents, in line with its own municipal code (Ord. 5354 §2, 2018). It is disheartening to see repeated disregard for the community's input and the latest safety research.

We need a city leadership that is committed to shifting from car-centric infrastructure to a multimodal transportation network.

In conclusion, I request that the City Council and Mayor direct staff to revise the design to address these concerns before moving forward.

Thank you for your attention to this important matter.

Sincerely,

Nishchal Chaudhary

#### References:

1. Inventory, 2021 : <https://ecology.wa.gov/air-climate/reducing-greenhouse-gas-emissions/tracking-greenhouse-gases/ghg-inventories>
2. Ord. 5354 §2 (part), 2018 : <https://mrsc.org/getmedia/89cde056-8b0a-42ab-83d9-830f7ad33275/b72o5354.pdf>
3. Monsere, C et.al, 2019: Contextual Guidance at Intersections for Protected Bicycle Lanes, Portland State University: [https://ppms.trec.pdx.edu/media/project\\_files/NITC-RR-987-Contextual\\_Guidance\\_at\\_Intersections\\_for\\_Protected\\_Bicycle\\_Lanes.pdf](https://ppms.trec.pdx.edu/media/project_files/NITC-RR-987-Contextual_Guidance_at_Intersections_for_Protected_Bicycle_Lanes.pdf)
4. FHWA-HEP-15-025, 205 : Separated Bike Lane Planning and Design Guide, Federal Highway Administration.  
[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/publications/separated\\_bikelane\\_pdg/separatedbikelane\\_pdg.pdf](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/separated_bikelane_pdg/separatedbikelane_pdg.pdf)

**From:** Jennifer Chamberlin [Jennifer.Chamberlin@ci.bremerton.wa.us](mailto:Jennifer.Chamberlin@ci.bremerton.wa.us)  
**Sent:** Tuesday, January 14, 2025 6:01 PM  
**To:** City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)  
**Subject:** FW: Re: Traffic Collision and Fatality Data in Bremerton (Travis Merrigan)

Sent with Sophos Secure Email

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From: "Travis Merrigan" <[bikebremerton@gmail.com](mailto:bikebremerton@gmail.com)>  
Sent: January 14, 2025 08:01 AM  
To: "Anna Mockler" <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>, "Jennifer Chamberlin" <[Jennifer.Chamberlin@ci.bremerton.wa.us](mailto:Jennifer.Chamberlin@ci.bremerton.wa.us)>, "Jane Rebelowski" <[janerebelowski@yahoo.com](mailto:janerebelowski@yahoo.com)>, "Jeff Coughlin" <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>, "Denise Frey" <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>  
Subject: FW: Re: Traffic Collision and Fatality Data in Bremerton (Travis Merrigan)

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Thanks for your interest, Anna. I'm including Jennifer because she asked for similar info, and members of the PW Committee - thank you all for your work..

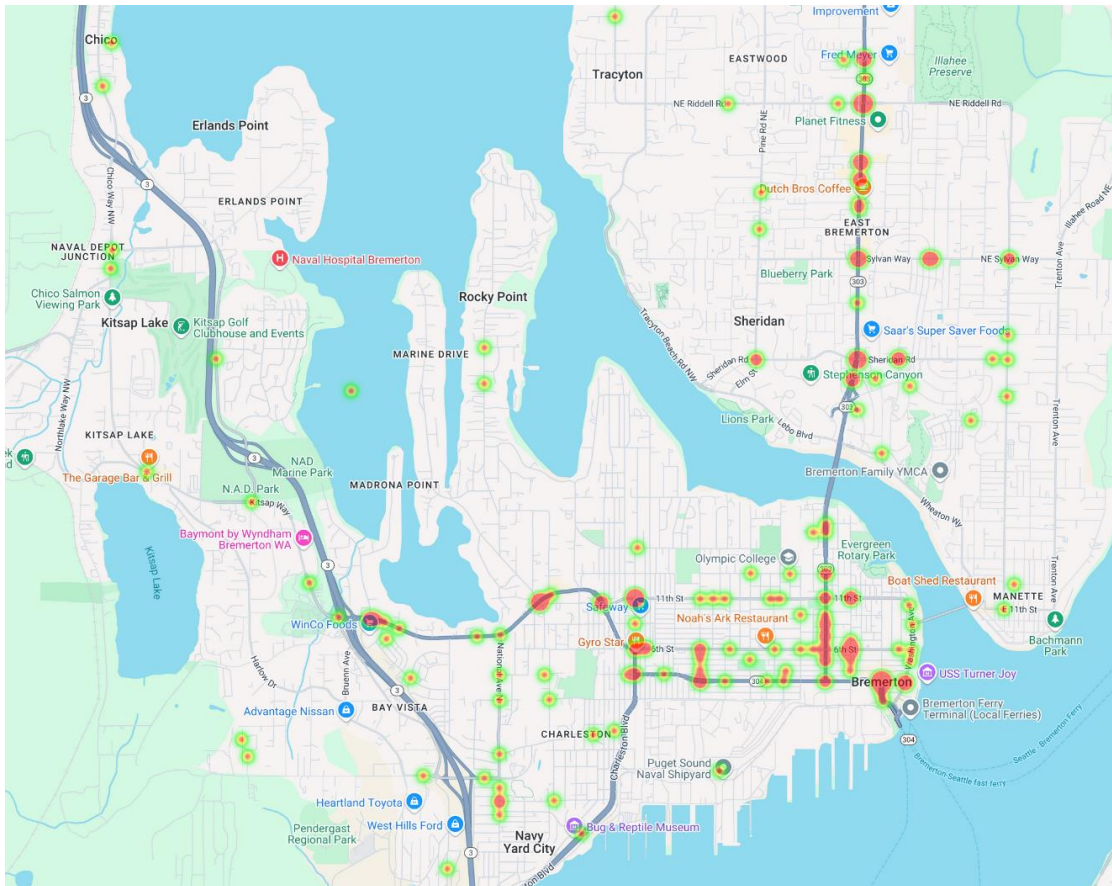
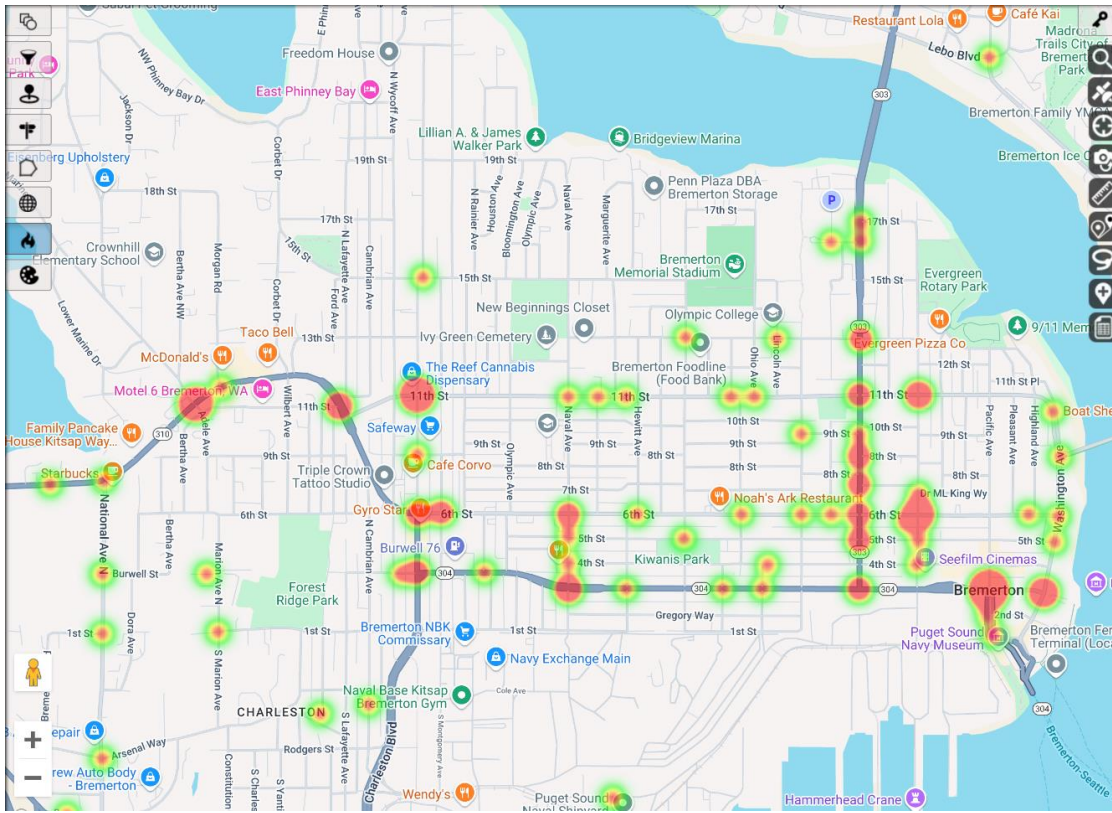
Here's a heatmap of car-on-pedestrian, injury collisions in Kitsap, 2014-24.  
<https://fortress.maptive.com/ver4/59305193b1ed56dc2e683104a06e1119/694118>

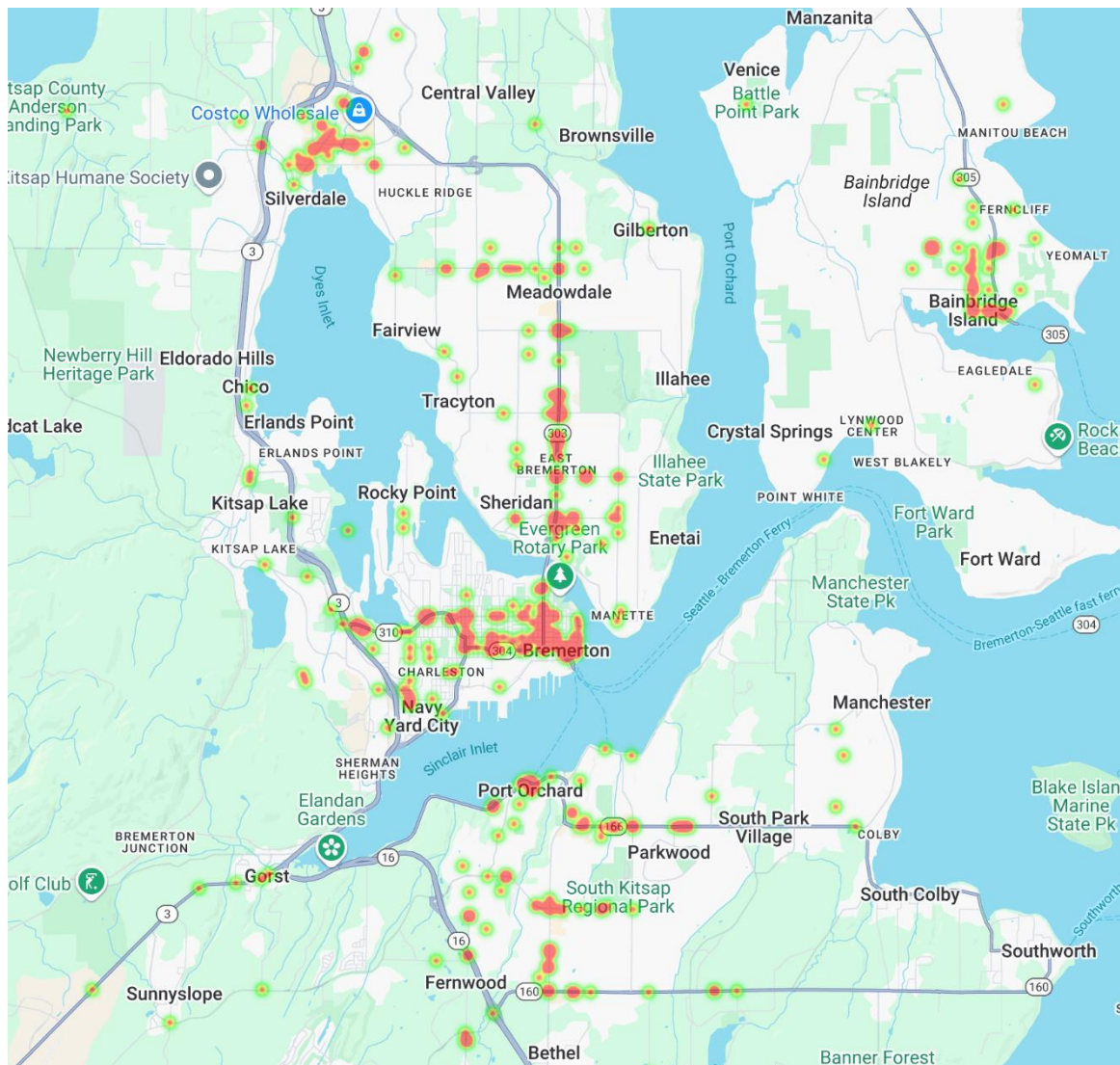
Some screen grabs of the same - big hotspots on Warren/Wheaton, 6th St and Naval @ 6th and Naval at Burwell.

Cheers,

Travis







On Mon, Jan 13, 2025 at 7:58 AM Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)> wrote:

Thank you, Travis, for your kind offer. I am trying to track down "heat maps" of vehicle collisions which were produced on request by BPD through the end of 2023. In 2024, I was told that BPD's new software doesn't permit the production of such maps.

I've been trying to get a response from BPD for a year now.

Anna

Anna Mockler  
District Six Councilor  
*Government can't make things perfect: it can make them better.*

---

**From:** Travis Merrigan <[bikebremerton@gmail.com](mailto:bikebremerton@gmail.com)>  
**Sent:** Friday, January 10, 2025 7:09 PM  
**To:** Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>  
**Subject:** Re: Traffic Collision and Fatality Data in Bremerton (Travis Merrigan)

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\*internal

Anna,

I'd be happy to show you how to access the crash data. I've looked at it closely for months. We should sit down at a laptop. I'll show you and teach you how to dig into the data yourself, if you're a data hound like me. :)

---

**On Fri, Jan 10, 2025 at 6:22 PM Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)> wrote:**

Thank you so much for this, Travis. It would be great if Bremerton data were called out from this data set.

Councilor Chamberlin, you've told us in public as Council President that public safety data records has this data for Bremerton, when I asked where it could be found, as I couldn't find it. Since Barbara Forbes of BPD told me in early 2024 that BPD's new software no longer records such data, I really look forward to your better knowledge of collected data.

Sincerely,  
Anna

Anna Mockler  
District Six Councilor  
*Government can't make things perfect: it can make them better.*

---

**From:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Sent:** Friday, January 10, 2025 2:33 PM  
**To:** Travis Merrigan; City Council  
**Cc:** Greg Wheeler; Thomas Knuckey; Shane Weber; Ned Lever; Tom Wolfe  
**Subject:** RE: Traffic Collision and Fatality Data in Bremerton (Travis Merrigan)

Mr. Merrigan,

Thank you for providing this information, which I have shared with the full Council.

It is appreciated that you took the time to submit this data.

Lori Smith  
**Legislative Office Manager**  
**Bremerton City Council**  
**(360) 473-5280**



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**From:** Travis Merrigan <[bikebremerton@gmail.com](mailto:bikebremerton@gmail.com)>  
**Sent:** Friday, January 10, 2025 2:26 PM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Cc:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; Shane Weber <[Shane.Weber@ci.bremerton.wa.us](mailto:Shane.Weber@ci.bremerton.wa.us)>; Ned Lever <[Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us)>  
**Subject:** Fwd: Traffic Collision and Fatality Data in Bremerton

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

Greetings Councilors.

I had the pleasure of speaking with CM Chamberlin recently. She asked some really good questions about how many deaths and serious injuries occur in WA and Bremerton, and how that number had greatly increased since the pandemic (answer, it's really bad, and much worse since 2019.) I thought you might all benefit from that information, including how to make your own maps of danger spots in your own district. (see below)

I'm greatly appreciative to all the City employees and leaders who are working to make our streets safer from traffic violence.

Best,

Travis Merrigan

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**From:** Travis Merrigan <[bikebremerton@gmail.com](mailto:bikebremerton@gmail.com)>  
**Date:** Fri, Jan 10, 2025 at 8:00 AM  
**Subject:** Traffic Collision and Fatality Data in Bremerton  
**To:** Jennifer Chamberlin <[Jennifer.Chamberlin@ci.bremerton.wa.us](mailto:Jennifer.Chamberlin@ci.bremerton.wa.us)>

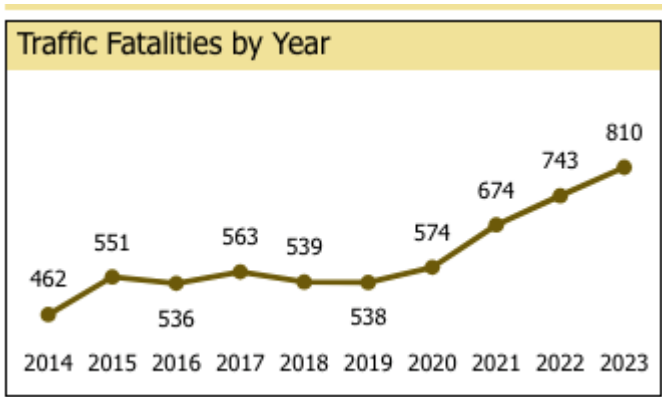
Jennifer,

At your request, I prepared some info about how WA's and Bremerton's streets are becoming much more dangerous, and killing many more people compared to before the pandemic. The causes of the increased deaths are widely debated, but likely culprits include: larger cars, cell phone distraction, speeding, police stopped giving tickets and legal weed (more impaired drivers.)

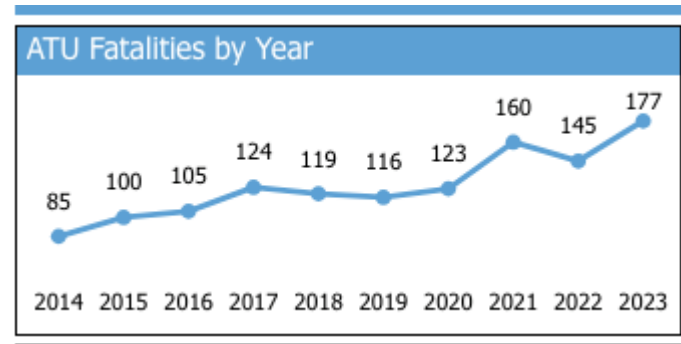
The increase in traffic fatalities has been covered by local and national press, including the [Kitsap Sun](#), [Seattle Times](#) and [New York Times](#). According to Harvard, the high traffic fatalities amount to a '[public health crisis](#).'

Here are some great sources of local data on traffic collisions and fatalities.

The WA Traffic Safety Commission keeps the 'official' tally of motor vehicle deaths. Their '[Fatalities Dashboard](#)' shows the grim body count of all traffic fatalities. 2023 had the highest # of traffic fatalities ever in Washington - 810 people killed, that 49% more than the year before the pandemic.



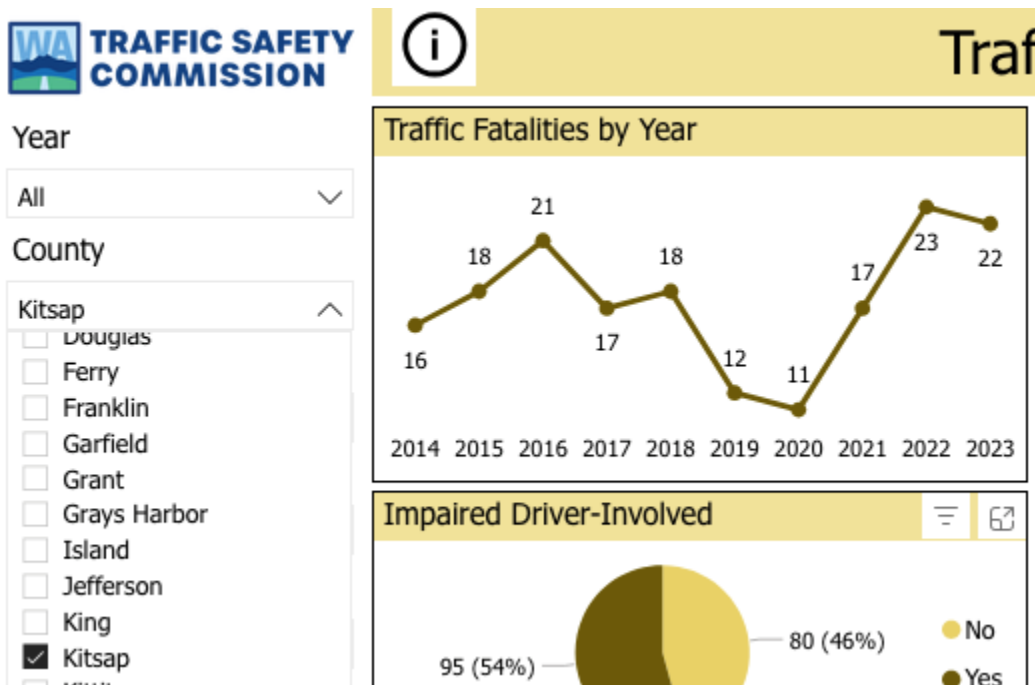
They also have data about 'Active Transportation' fatalities, covering people walking, riding bikes and using wheel chairs. Again, the carnage is increasing horrendously. in 2023, WA had a record 177 Active transportation users killed, up 54% from the 116 in 2019, the last year before the pandemic.



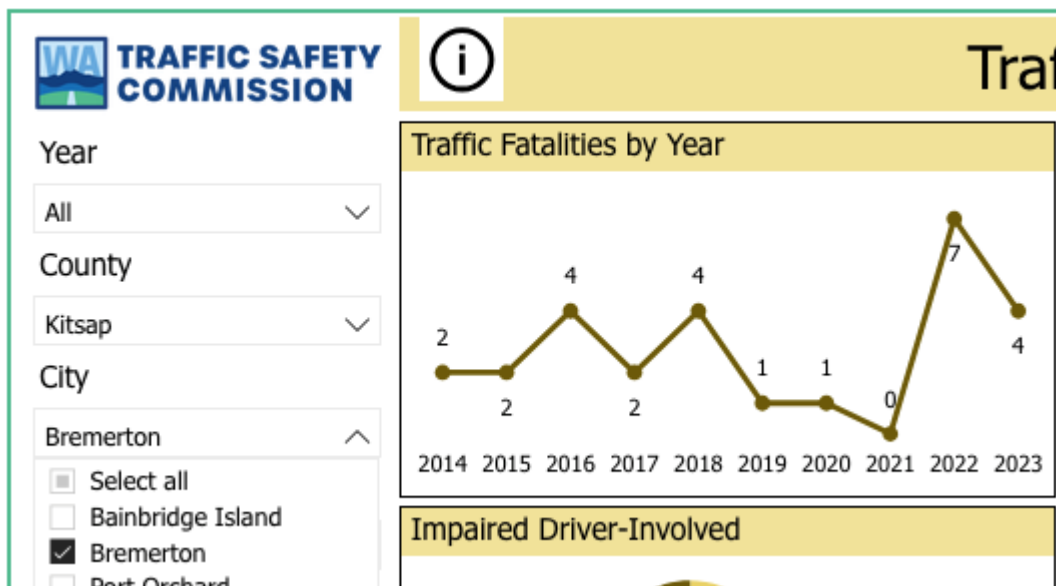
Over that same time period, WA state population increased by just 3.67%. Road deaths are up way more than population has increased.

Population Change and Rank for Cities and Towns, April 1, 2020 to April 1, 2024						
Office of Financial Management, Forecasting and Research Division						
City	County	2020 Population Census	2021 Population Estimate <sup>1</sup>	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate
State Total		7,706,310	7,766,975	7,864,400	7,951,150	8,035,700
1The 2021 estimates in this table were revised November 30, 2021 after the 2020 Census P.L. 94-171 became law.						
2The 2020 federal census count for Bonney Lake was corrected in 2022.						
3The large percent change for the city South Prairie is due to its relatively small population size and the addition of a new neighborhood.						
						4.27%

You can look at just Kitsap County, where traffic fatalities in each of the past two years were higher than any year since at least 2014.



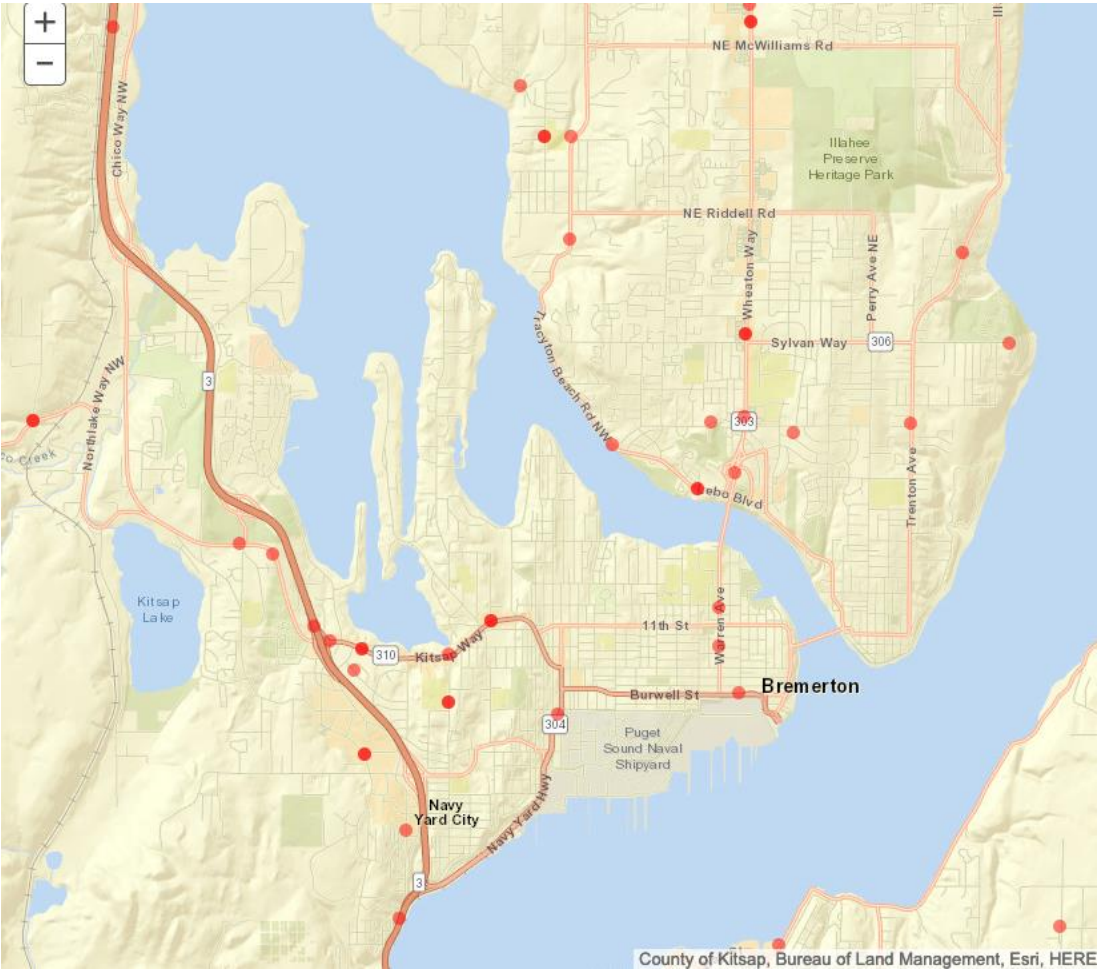
And if you look at just Bremerton, we had a record year in 2022 and tied the previous record in 2023.



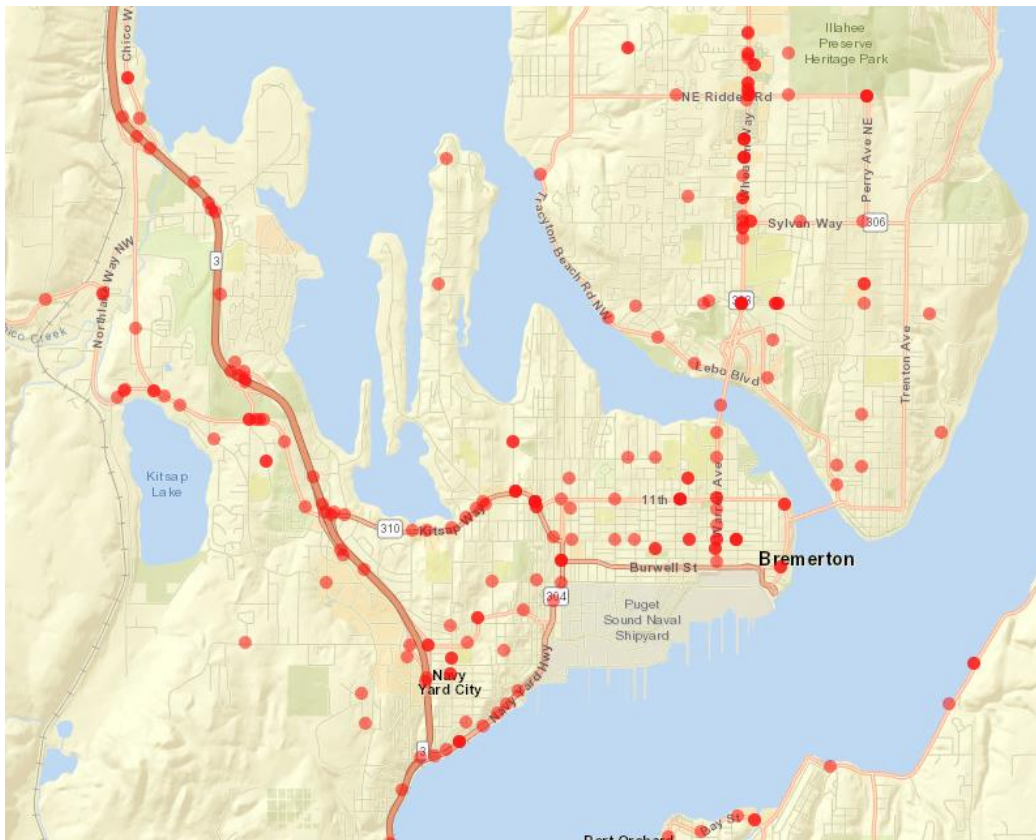
What about WHERE the crashes are happening. Washington State Patrol has 'unofficial' but much more detailed data about where the deaths are occurring. And they look at not just deaths but 'serious injury crashes.' You can find that detailed information [here](#). Go to 'Query' and wade thru the many options (it's not super intuitive) then 'Select Output Map' at the very bottom - and you can make your own map.



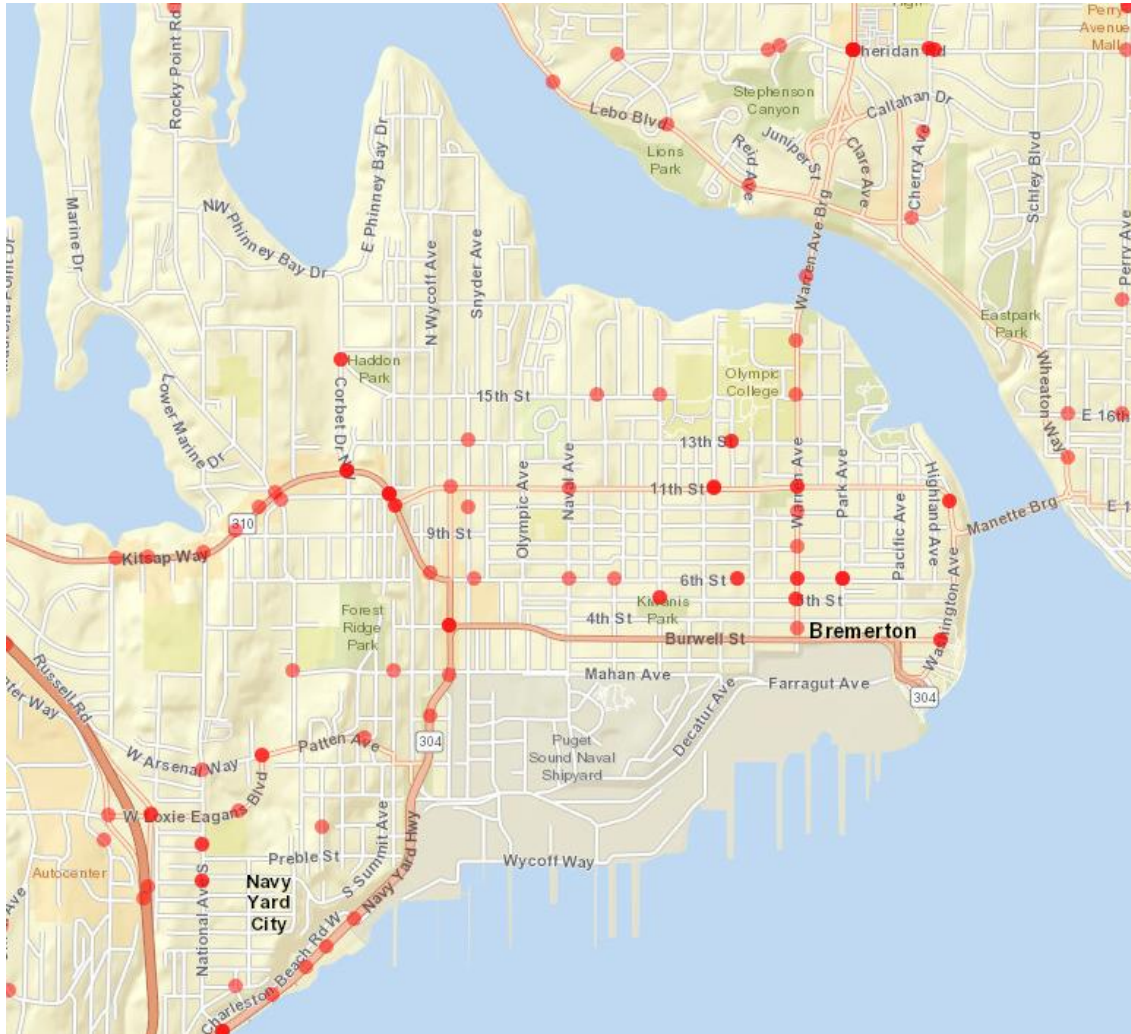
Here's 10-year citywide fatalty locations.



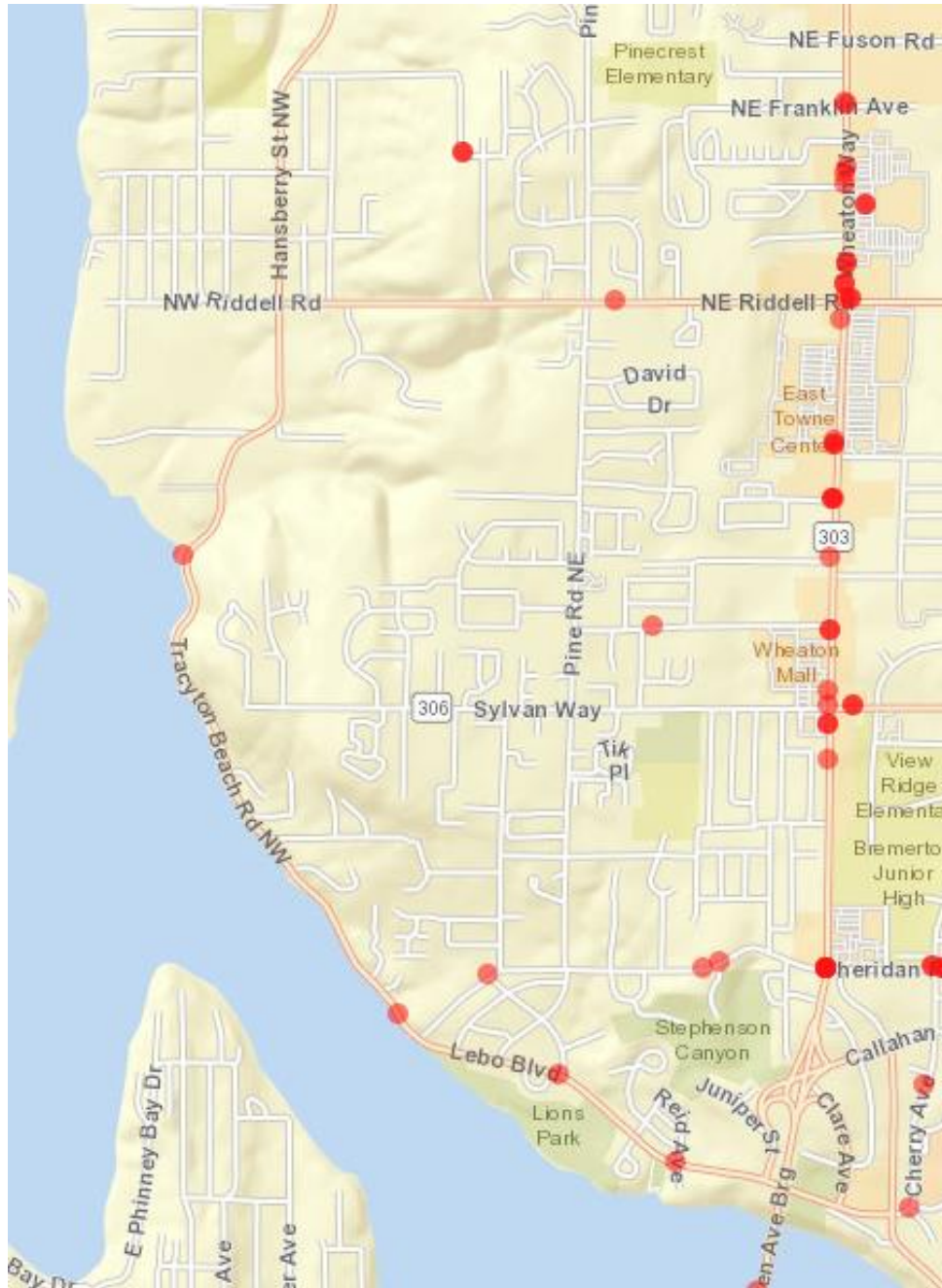
Here's a map of all the 'Serious Injury' accidents in the past 10 years.



Close-up of those for Central Bremerton - Warren and Kitsap Way remain horribly dangrous, with additional hotspots on 6th Street and on Naval, the most dangerous zones are the big intersections, 6th and 11th.

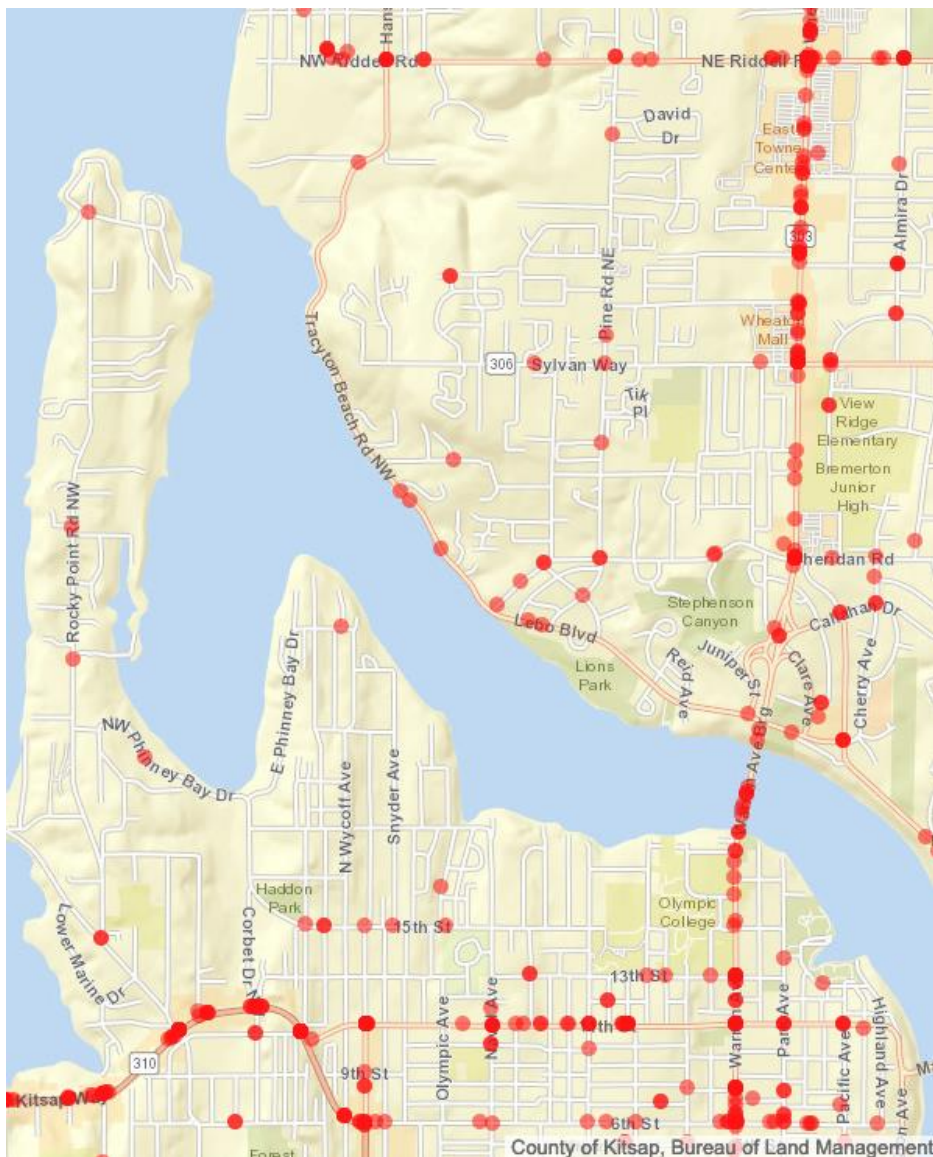


Here's a closeup of District 1, those are 'Serious Injury Collisions'.





Here's all traffic accidents in 2024. Pine Rd is a hotspot for traffic accidents, it's only a matter of time before that busy, no-sidewalk street kills someone.



In summation, we're in the midst of an epidemic of traffic deaths. Bremerton is spending millions on street projects, but recently completed projects, including Kitsap Way and the Manette Roundabout, are far from modern safety standards, and will do nothing to curb these tragic numbers.

I hope we can count on your support to stop the city from building more mediocre projects, and start turning the corner on these street tragedies.

Thank you,

Travis

Naval Ave. 6th St.

# NACTO Launches New Urban Bikeway Design Guide for the Next Generation of Innovative Cycling Infrastructure

Jan 07, 2025

## About the National Association of City Transportation Officials (NACTO)

NACTO is an association of 100 North American cities and transit agencies that exchange transportation ideas, insights, and practices and cooperatively approach national transportation issues. The organization champions bold, people-first urban transportation by mobilizing a network of cities and transit agencies.

The *Urban Bikeway Design Guide*, Third Edition, will be on January 14, 2025.

The *Urban Bikeway Design Guide* illustrates a vision for cities that features safe streets, economically strong local business districts, and vibrant streetscapes. It shows how effective leadership strategies can unlock the resources, structure, and backing necessary to change city streets.

Use Best Practices

Public Comment  
Guy with reflective  
jacket. Spoke on  
Naval Ave

m



"We commend NACTO for their work with local planners and designers to build safer streets and more connected bikeway networks," said **U.S. Secretary of Transportation Pete Buttigieg**. "The newest edition of the *Urban Bikeway Design Guide* will be an important resource for communities as they improve safety and design for cyclists, pedestrians, and everyone who uses our streets and roads."

"The story of urban design over the last decade is the story of how innovative and easy-to-implement cycling infrastructure transformed thousands of city streets into safe, bikeable places," states **Janette Sadik-Khan, NACTO's Board Chair and a Principal at Bloomberg Associates**. "The *Urban Bikeway Design Guide* is the source code for this explosive new cycling era, now updated with the latest designs and technical insights from hundreds of projects across the country."

# NACTO Launches New Urban Bikeway Design Guide for the Next Generation of Innovative Cycling Infrastructure

Jan 07, 2025

*New state-of-the-practice for designing safe, bikeable streets*

**FOR IMMEDIATE RELEASE: January 7, 2025**

## CONTACT:

Alex Engel, alex [at] nacto.org

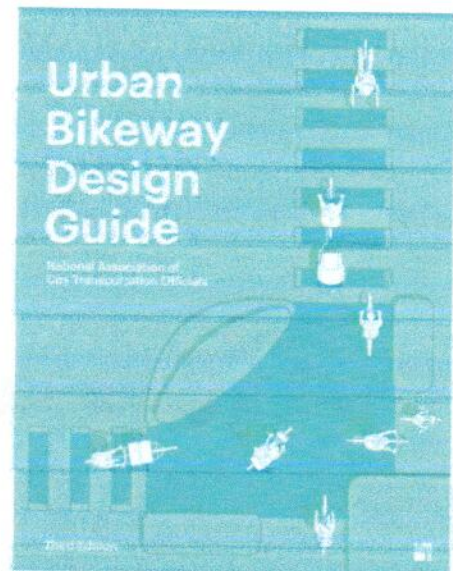
Jaime Jennings, jjennings [at] islandpress.org

**WASHINGTON, D.C.** — The National Association of City Transportation Officials (NACTO) today launched the newly revised edition of the seminal *Urban Bikeway Design Guide*, updated for the first time in a decade with innovative street design practices that support people getting around cities, and elevating planning from building great individual bike lanes to building great complete bike networks.

Developed for cities, by cities, the *Urban Bikeway Design Guide* is a blueprint for changing decades-old practices on city streets. Endorsed by the U.S. Department of Transportation and recognized in federal law, the *Urban Bikeway Design Guide* is used by hundreds of municipalities, state DOTs, and regional agencies across the U.S. and Canada to design streets that are safe and accessible for people biking. Because of the *Urban Bikeway Design Guide*, treatments such as protected bike lanes are now commonplace across the U.S. and Canada.

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# New Edition of the Urban Bikeway Design Guide Coming in January

Nov 15, 2024

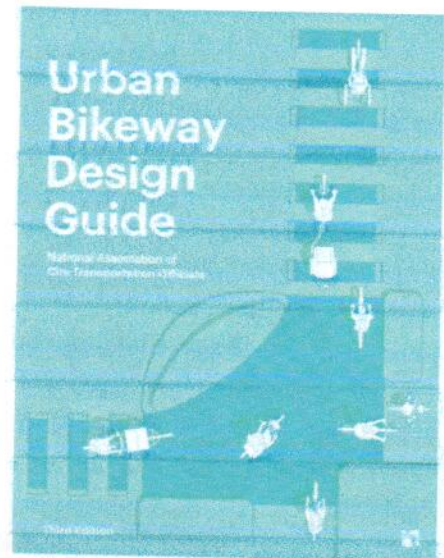
Over a decade ago, cities banded together to develop a first-of-its-kind document: bikeway design guidance developed by cities, for cities. Released in 2011, the NACTO *Urban Bikeway Design Guide* sparked a design revolution in cities across North America. City streets are now understood as key elements in confronting the intertwined safety, equity, and climate crises.

It's time for an updated standard for designing streets for bikes. The third edition of the *Urban Bikeway Design Guide*—developed for cities, by cities—sets this standard, capturing lessons learned and new practices that have emerged in the decade since NACTO published the second edition.

**The *Urban Bikeway Design Guide, Third Edition*, will be published on January 14, 2025. (But you can already pre-order it [here!](#))**

The *Urban Bikeway Design Guide, Third Edition*, will help city leaders and street designers create bikeable cities for people of all ages and abilities. It is a blueprint for implementing safe, connected, and equitable bike networks. It covers city policy, network planning, community collaboration, program and project evaluation, bikeway design, curb management, intersection design, maintenance, and operations. Designs and concepts are spotlighted with precise, actionable illustrations and diagrams.

As U.S. Secretary of Transportation Pete Buttigieg put it: “the newest edition of the *Urban Bikeway Design Guide* will be an important resource for communities as they improve safety and design for cyclists, pedestrians, and everyone who uses our streets and roads.”



**Published for  
January 15  
Council Meeting**

**Item 3 – Mayor's Report**





# MAYOR'S REPORT

*January 15, 2025*

**BREMERTON**

WASHINGTON



# Winter Preparations

Winter preparations are under way and the City is ready for inclement weather:

- An anti-icing agent is being applied in preparation for freezing temperatures this week
- Sufficient salt and sand are stockpiled and available for emergency response
- All equipment is serviced and ready to go including snowplows, sanders, salt brine machine, storage tanks and applicators
- Plans are in place for 24-hr operations as required



Information on the City's Snow/Ice Response program, including a map of priority routes is available at:

[www.BremertonWA.gov/1001/Inclement-Weather](http://www.BremertonWA.gov/1001/Inclement-Weather)



# Bremerton + Kitsap County Fan Zone - FIFA World Cup 2026!

Bremerton & Kitsap County are excited to announce our selection to be an official Fan Zone for FIFA World Cup 2026 – one of nine locations across the state – in addition to the Seattle Fan Celebration hosted at the Seattle Center!

The City of Bremerton has partnered with Kitsap County and Port Orchard on this great opportunity. We released our joint statement yesterday in celebration of the announcement by Seattle FIFA World Cup 26:

*"We are thrilled that Kitsap County and the City of Bremerton have been selected as an official Seattle FIFA World Cup 2026 Fan Zone, welcoming fans from around the globe to our extraordinary region. Just a ferry ride away from Seattle, our community offers visitors the chance to immerse themselves in our rich naval history, enjoy live entertainment in Quincy Square, explore our breathtaking maritime landscapes, and experience the warmth and hospitality of our vibrant and welcoming waterfront neighborhoods. This incredible opportunity not only allows us to share the beauty and culture of Kitsap County with the world but also serves as a powerful driver for economic development. From local businesses and restaurants to hotels and cultural attractions, our Fan Zone will provide a significant boost to our local economy and create lasting benefits for our community. We look forward to welcoming the world to Kitsap, where every visitor is a neighbor, and every match is a reason to celebrate!"*

*-Bremerton Mayor Greg Wheeler*

*-Kitsap County Commissioner Katie Walters,*

*-Port Orchard Mayor Rob Putaansuu*

**Watch for more exciting updates to come!**



Thank you to our Bremerton Fire Department crew for helping with the Los Angeles, CA wildfires!



*BFD Crew: Lt. Jeremy Dixon, Special Operator Jerry Lane, Special Operator Carlo Celeste and Firefighter Jeremy Carnahan*

# QUINCY SQUARE

  
Downtown  
BREMERTON



## *Join us for the* **QUINCY SQUARE GROUNDBREAKING**

**HOSTED BY THE CITY OF BREMERTON, THE ROXY  
& THE DOWNTOWN BREMERTON ASSOCIATION**

Join us on **Monday, January 20th, at 2:30pm** for a groundbreaking  
ceremony for **Quincy Square!**

**The event will take place in the heart of downtown,  
centrally located near the Roxy Theatre.**

LEARN MORE ABOUT THE PROJECT  
AND STAY UP TO DATE!

[Quincy-Square.com](http://Quincy-Square.com)



**Published for  
January 15  
Council Meeting**

**Item 7 – Council Reports**



# *District Six Council Report*





# 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](mailto: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**





Department of Human Services  
Housing and Homelessness Division



## 2025 POINT-IN-TIME COUNT

### Volunteers Needed in YOUR Community

**What:** Volunteer in the "Point-In-Time Count" (PIT) to help gather information about homelessness in your community.

- Help survey individuals at Project Connect Community Resource Fairs
- Help survey individuals where they receive services

**When and Where:**

TUESDAY JAN 28 <sup>th</sup>	WEDNESDAY JAN 29 <sup>th</sup>	THURSDAY JAN 30 <sup>th</sup>	FRIDAY JAN 31 <sup>st</sup>
9am-2pm Silverdale Project Connect 10am-2pm – Food Banks	9am-2pm Bremerton Project Connect 11am-4pm – Food Banks	10am-2pm Port Orchard Project Connect 10am-5pm – Food Banks 5pm-6pm – Evening Meals	10am-3pm – Food Banks 5pm-6pm – Evening Meals

**Who:** Adult volunteers are needed from every community and from all walks of life including:

- College Students
- Civic/Nonprofit Organizations
- Service Providers
- Faith Based Institutions
- Veterans
- Business & Neighborhood Groups
- Current/Formally Homeless
- Anyone Who Would Like to Help Alleviate Homelessness
- Bilingual Individuals



**Why?:** Basic data collected during this annual count informs local, state, and federal funders about the scope of homelessness in our county, and helps channel funding and other resources to local communities to help people exit life on the streets and prevent homelessness. *YOU can make a difference in your neighborhood by volunteering a few hours of your time!*

No experience necessary! Learn more at <http://kcowa.us/kitsap-pit>

Sign Up ►

Please Sign Up Online at <http://kcowa.us/PIT2025>  
or Contact:

Cory Derenburger  
Housing & Homelessness Division Specialist  
Kitsap County Human Services  
[cderenbu@kitsap.gov](mailto:cderenbu@kitsap.gov) or (360) 362-0404



**Jan. 24, 2023  
10AM to 2PM**



**BREMERTON  
Project  
Connect**

In Memory of Sally Santana



**Helping Individuals &  
Families in Crisis**

Located at:  
**The Salvation Army**  
832 6th Street  
Bremerton, WA 98337

# **One-Stop FREE Services & Information**

Shelter and Housing  
Information

Substance Abuse  
Assistance/Detox

Medical Insurance  
Information

DSHS/Food Stamps &  
Benefits

Food Bank Information

Voter Registration

Mental Health Resources

Outdoor Homeless Gear

Pediatric Developmental  
Screening

Housing Solutions Center

Transportation Info

Diapers & Kid Items

Child Support

Free Coffee & Snacks

Homeless Resources

Veterans Services Information

Mobile Medical Van—Free  
Medical Services

Hygiene Kits

211/Resource Information

SK Social Service Agencies

And MUCH MUCH MORE!

South Kitsap Project Connect is sponsored by:



Kitsap Housing and  
Homelessness Coalition



Department of  
Human Services

For More Information, Please Contact: **Theresa Schroeder:**  
[kitsapprojectconnect2000@gmail.com](mailto:kitsapprojectconnect2000@gmail.com)



# **District 3 Report**

**January 15, 2025**









## What we do.

- Connect people to care and services through trained and highly skilled trusted helpers
- Strengthen our regional network of partners
- Coordinate between health care and social service providers
- Connect regional resources and track health outcomes for healthier individuals, families and communities



