



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

**WEDNESDAY, APRIL 10, 2024**  
**CITY COUNCIL HYBRID STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **April 17, 2024** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:*  
<https://bremertonwa-gov.zoom.us/j/8738266756?pwd=ZWlMVnVYbFBHYjY5U1RJUmFreDFXUT09>
- *Or One tap mobile:*  
US: +12532050468,,87318266756#,,,,\*857582# or +12532158782,,87318266756#,,,,\*857582#
- *Or Telephone: Dial (for higher quality, dial a number based on your current location):* US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833  
  
*Webinar ID: 873 1826 6756*  
*Passcode: 857582*

**A. INFORMATION ONLY**

1. State of the Bremerton Municipal Court Update – Judge Tracy Flood and Court Administrator Christina Rauenhorst

**B. BRIEFINGS ON AGENDA BILL ITEMS**

1. Interlocal Agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire & Rescue, South Kitsap Fire & Rescue, and North Kitsap Fire & Rescue for Darkhorse Data Analytics Program
2. Approval to submit Staffing for Adequate Fire & Emergency Response Grant Application through the Federal Emergency Management Agency
3. Resolution to place a continuation of the Emergency Medical Care & Service Tax Levy for a six-year period on the August 6, 2024 Ballot
4. Contract with SAK Construction, LLC for the 2024 Sewer Rehabilitation Project
5. Resolution to endorse the Warren Avenue Bridge Multimodal Project Preferred Design Alternative

**C. GENERAL COUNCIL BUSINESS**

1. Warren Avenue Bridge Multimodal Improvements Project Funding Discussion – Council President Jennifer Chamberlin
2. Lodging Tax Advisory Committee Briefing (*Last Meeting 3/28/2024*) – Chair Denise Frey
3. Public Safety Committee Briefing (*Last Meeting 4/4/2024*) – Chair Denise Frey
4. Regional and Other Committee/Board Briefings
5. Other General Council Business (*As necessary, and as time allows...*)

**D. ADJOURNMENT OF STUDY SESSION**



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

**INFORMATION ONLY ITEM**  
CITY OF BREMERTON  
CITY COUNCIL

**A1**

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**SUBJECT:** State of the Bremerton  
Municipal Court Update

Study Session Date: April 10, 2024

Presenter: Judge Tracy Flood

Phone: (360) 473-5215

**SUMMARY:** State of the Court's presentation with slides covering 2023 to present.

**HANDOUTS:** PowerPoint – Community Court trifold and flyer for Resource fairs

**STUDY SESSION AGENDA:**

No Presentation

Full Presentation



# State of the Court

## April 10, 2024

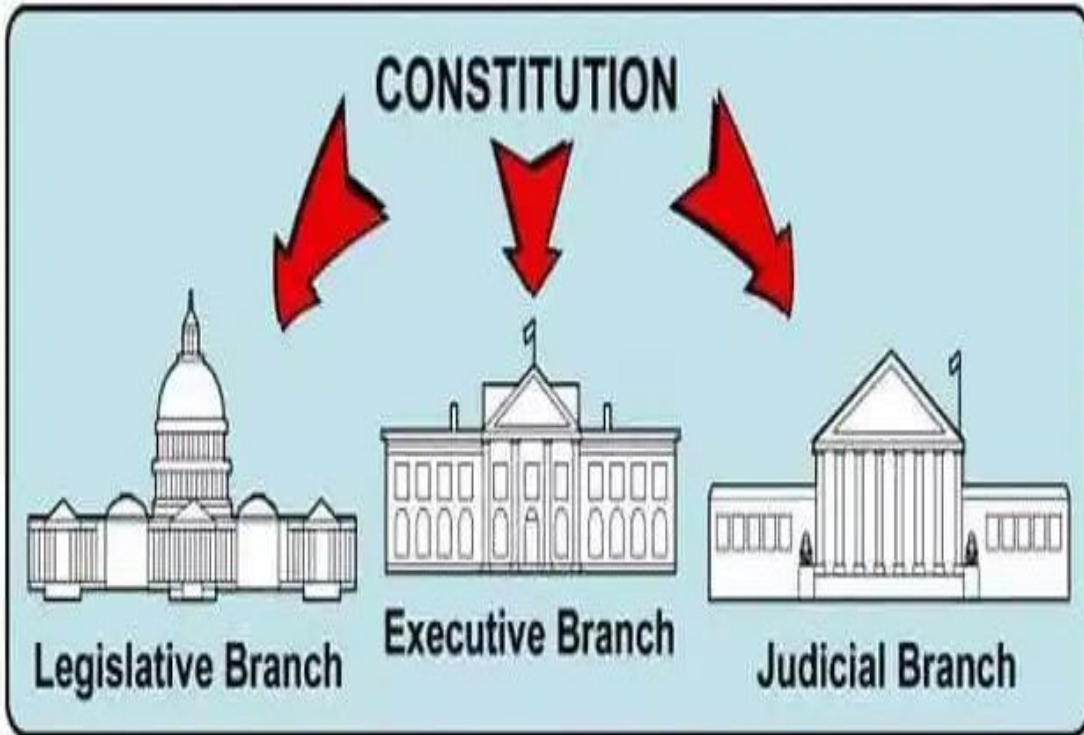
CITY OF BREMERTON MUNICIPAL COURT



A1



# Separation of Powers



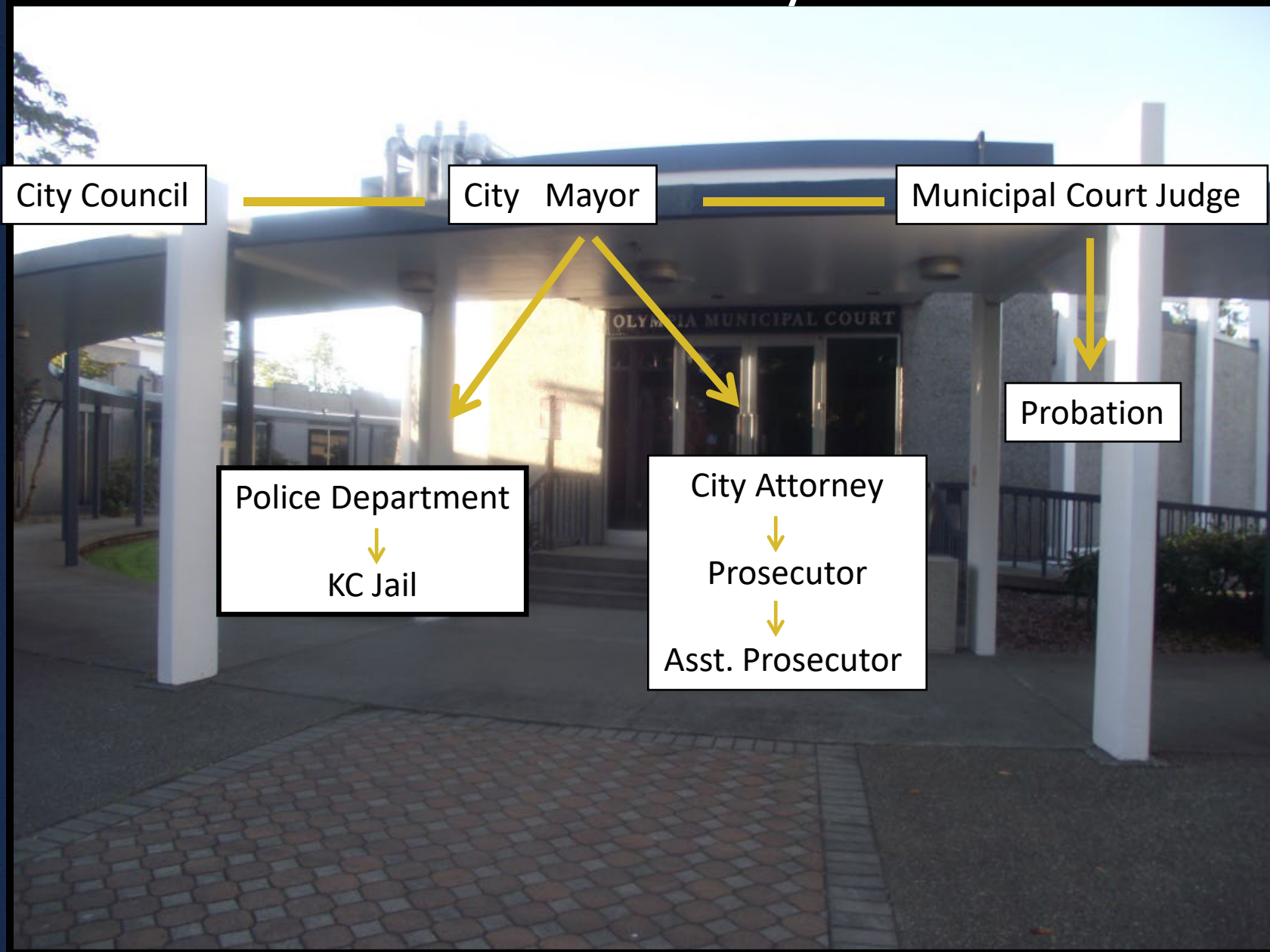
1. The enactment of the making of laws.
  2. The interpretation of these laws and
  3. Their enforcement
- GR 29 ) Judicial Independence and Administration of the Court. The court is an independent branch of government. The judge shall supervise the daily operations of the court and all personnel assigned to perform court functions in accordance with the provisions of GR 29(e) and (f), and RCW 3.50.080. Under no circumstances should judicial retention decisions be made on the basis of a judge's or a court's performance relative to generating revenue from the imposition of legal financial obligations.
  - The Bremerton Municipal Court is the Judicial Branch-it is not a Department and cannot be a department by law. Article IV of the constitution-Judiciary and GR29

# Separation of Power-GR 29

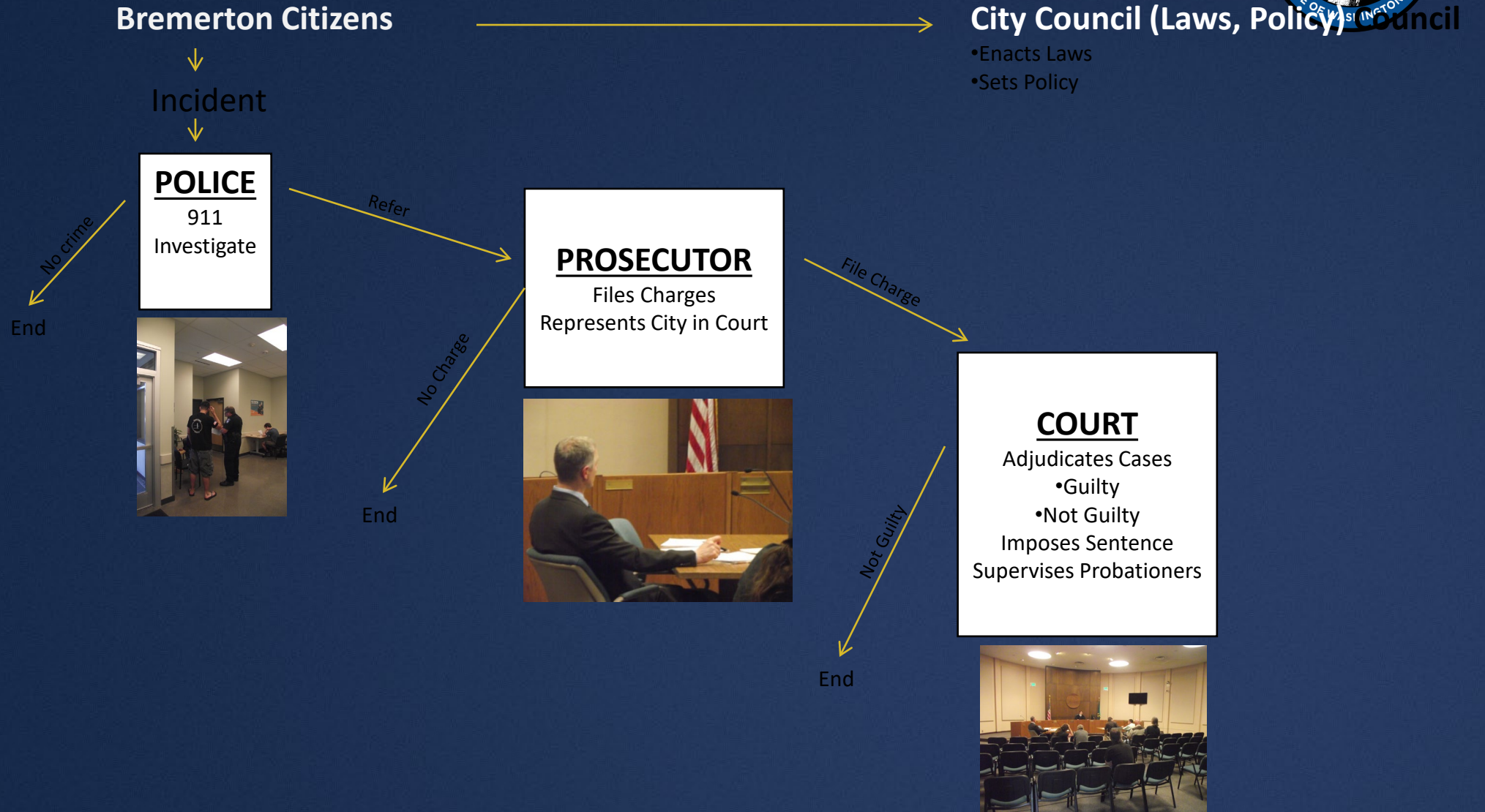


- **(e) General Responsibilities.** The Presiding Judge is responsible for leading the management and administration of the court's business, recommending policies and procedures that improve the court's effectiveness, and allocating resources in a way that maximizes the court's ability to resolve disputes fairly and expeditiously. **(f) Duties and Authority.** The judicial and administrative duties set forth in this rule cannot be delegated to persons in either the legislative or executive branches of government
- . A Presiding Judge may delegate the performance of ministerial duties to court employees; however, it is still the Presiding Judge's responsibility to ensure they are performed in accordance with this rule. In addition to exercising general administrative supervision over the court, except those duties assigned to clerks of the superior court pursuant to law, the Presiding Judge shall: **(1) Supervise the business of the judicial district and judicial officers in such manner as to ensure the expeditious and efficient processing of all cases and equitable distribution of the workload among judicial officers;**

# Structure of the Bremerton Criminal Justice System



# Criminal Justice System Process





## Our Team BMC

- Security Officer in Courtrooms
- Team Lunches
- A workplace that is reflective of our community
- Bilingual staff
- 2 New Service Support Specialists
- 2 Seniors, 2 Legal Technicians, II 1.5 Legal Techs
- Part-time Bailiff





# Types of Crimes

- **Domestic Violence**
  - **30% of non-traffic criminal filings**
    - **Assault**
    - **Malicious Mischief (destroying property)**
    - **Violation of No Contact Order**
    - **Violation of Protection Order**
    - **Harassment**
    - **DV in the Presence of a Minor Child**
  - **Drug Offense 2024**  
**Possession and Public use**

# Types of Crimes (Cont'd)



- **Traffic Crimes**
  - DUI/Physical Control
  - Driving With License Suspended
    - 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> Degree
  - Reckless Driving/Racing
  - Negligent Driving
- **Quality of Life/Property Crimes**
  - Theft
  - Criminal Trespass (1<sup>st</sup> and 2<sup>nd</sup> degree)
  - Forgery
  - Possession of Drug Paraphernalia
  - Possession of Marijuana
  - All misdemeanors and gross misdemeanors n the city limits

# Types of Defendants



- **The criminal defendants we see for misdemeanors in Bremerton Municipal Court range from the first time offender to the hardened felon**
  - **Increasing issue – defendants with addiction, untreated mental illness, co-occurring disorder**
- **The infraction defendants are your average otherwise law-abiding citizens**
  - **Also includes people we see for crimes (no prosecutors)**



# Types of Infractions

- **Traffic**
  - Large variety (Speeding, Stop Sign/Stop Light, No Insurance, etc.)
  - Photo Enforcement
  - Vehicle Impound
- **Parking**
- **Animal Control**
  - Dogs at Large
  - Licensure violations
  - Vicious dogs
- **Code Compliance**
  - Disabled Vehicles
  - Yard Waste
  - Other Nuances
  - Non-Permit Building



# Judicial Time and Resources

- **Most judicial time is spent on criminal cases in court and out of court (warrants and pc review on weekends)**
  - **Infractions usually require one hearing (interpreter matters two)**
  - **Criminal matters require multiple hearings**
    - **Arraignment**
    - **Pre-Trial**
    - **Motions**
    - **Readiness**
    - **Trial**
    - **Post Conviction-Compliance-Probation Reviews/Violations-Motion –ARR; Fact-Finding-hearing**



# Other Hearings

- **Motions to Vacate**
- **Blake Motions-LFO's**
- **Motions to Remit- includes both criminal and civil**
- **Motions to Modify or Recall (NCO's)**



# Constitutional Protections

- Criminal matters are more serious by definition
- Criminal matters affect liberty interests
- We must respect and enforce constitutional rights
  - Right against Unlawful Search/Seizure (4<sup>th</sup> Amendment)
  - Right against Self-Incrimination (5<sup>th</sup> Amendment)
  - Right to Counsel (6<sup>th</sup> Amendment)
  - Right to a Jury Trial (6<sup>th</sup> Amendment)
  - Right to A Speedy Trial (6<sup>th</sup> Amendment)
  - Right to Hear and Question Witnesses and Challenge Evidence (6<sup>th</sup> Amendment)

# Bremerton Municipal Court



## Hours of operation:

- **Closed for Lunch 12:15-1:15pm  
Mondays, Wednesdays and  
Fridays**
  - Court opens at 8am
- **Tuesdays and Thursdays**
  - Court opens at 745am
- **Mondays-Thursday close at  
430pm**
- **Fridays close at 4pm**



# Judicial Time in Court



Day of Week	AM Court 1	AM Court 2	PM Court 1	PM Court 2
Monday	In-Custody	Reviews Compliance and Dismissals	Fact- Findings	Motions- MTR
Tuesday	In-Custody	Community Court	Interpreter- Pretrials- ARR- Compliance	Pre-Trials Motions
Wednesday	In -Custody	Arraignments	Pre-Trials	Pre-Trials
Thursday	In-Custody	Jury Trials	Infractions Jury Trials	Infractions Jury Trials
Friday	In-Custody	Readiness/ Warrant Quash- Motions	Jury Trials	Jury Trials

# Judicial Time Out of Court



- **Search Warrants**
  - Saves police time with us right here
  - 24/7/365
- **Weekend Probable Cause Determinations**
  - Cannot hold defendant in jail more than 48 hours without PC
- **File review/preparation**
- **Legal research**
- **Ex Parte Motions**
- **Infraction hearings by mail**
- **Court Administration**
- **Statewide involvement**
- **Workload for our court is for 1.38 Judges per AOC-we have with the 1 day commissioner 1.25**

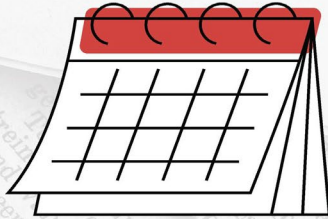
# CHANGES THAT MAKE A DIFFERENCE



## Bremerton Municipal Court

### COMMUNITY COURT 2024 COMMUNITY RESOURCE FAIRS

#### SAVE THESE DATES AND TIMES

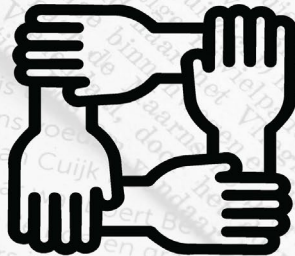


Judge Tracy Flood  
Welcomes You

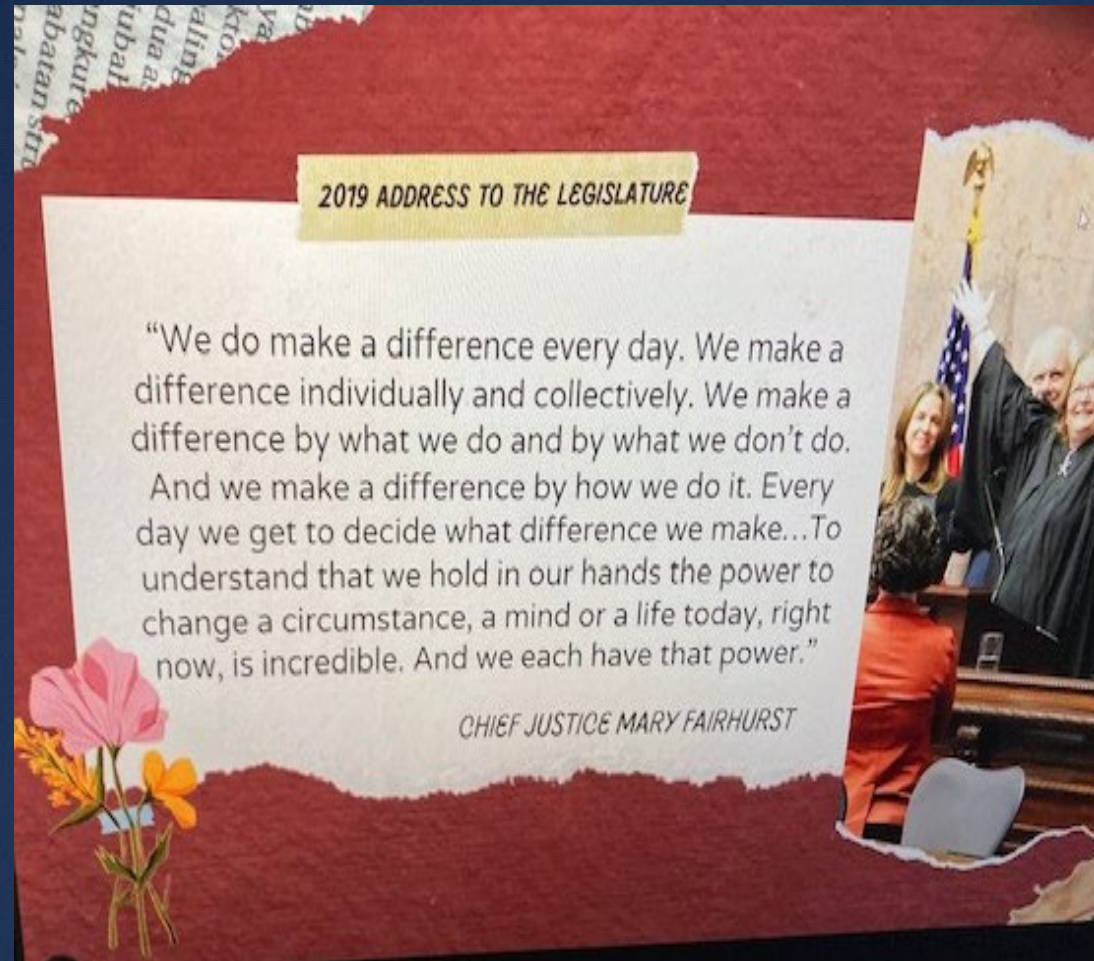
Friday March 1st  
Friday June 14th  
Friday September 6th  
12:00PM-4:00PM

#### LOCATION

Marvin Williams  
Recreation Center  
725 Park Ave  
Bremerton, WA 98337



For Questions Call (360) 473-5260 or (360) 620-9016  
Email: [BremertonTC@ci.bremerton.wa.us](mailto:BremertonTC@ci.bremerton.wa.us)





# The Impact of COVID Continues

- **Access to Justice**
- **Remote Hearings-Jail Calendar**
  - **Ocourts-Updated Website**
  - **Courthouse Zoom Access**
- **Returning to in person hearings**
  - **Public Defense**
- **Interpreter Calendars-MAM, Spanish, Chinese, Russian**



## Technology

- Court Upgrades completed
  - New Computers
  - New Monitors
  - Microphone
  - Portable handheld
  - Wireless
  - AV Media cart
- Virtual Court Access via Zoom
- Collections process streamlined for electronic payments
- Kitsap County Jail Virtual & Transports
- Federal Jury Bias Introduction Video
- O-Court Software Updates



# Our Primary Impediments

- Once someone is adjudicated as guilty in a criminal case...
  - Defendants need to change their behavior/choices
    - We can order them to do things, but we must ultimately rely upon the will of the defendant to choose better behavior
  - We see success on a daily basis, but...
  - Despite efforts, recidivism also occurs on a daily basis for a variety of reasons
    - Drugs
    - Alcohol
    - Mental illness



# Bremerton Municipal Community Court

BREMERTON MUNICIPAL COURT

## THERAPEUTIC COURT

“A Court Designed With The People In Mind”



YOU MAY QUALIFY FOR THIS

**FREE** SERVICE!



WHAT DO WE DO?

- TREATMENT PROGRAMS
- HOUSING
- MEDICAL INSURANCE
- TRANSPORTATION VIA ORCA CARDS
- ESTABLISH HEALTHCARE
- JOB READINESS AND PLACEMENT
- ADVOCATE FOR YOU IN COURT
- CELL PHONES

ASK YOUR ATTORNEY OR THE

JUDGE ABOUT US!

PICK UP AN INTREST FORM AT THE ADDRESS BELOW

BREMERTON MUNICIPAL COURT/THERAPEUTIC  
COURT

550 PARK AVE  
BREMERTON, WA 98337



Healing the community by healing the individual. Bremerton’s Therapeutic Court addresses Mental Health and Substance Abuse. The only Municipal Court in Kitsap with a Community Court focused on restorative justice, accountability, and providing resources.

# How is community court different from the traditional court?



Traditional Court		Community Court
Adversarial	vs	Collaborative
Directive	vs	Supportive
Punitive	vs	Restorative
Treating the symptoms	vs	Solving the problems



Yuyallup  
Community  
Court



# Mental Health and Substance Abuse

- Response to Mental Health Crisis
- Public Safety
- Reduce Incarceration
- Connect Defendants to Mental Health Services
- Connections to Treatment Facilities
- Stability
- Resources Fairs
- Treating the individual





# Much To Be Proud Of



# First Countywide Youth and Law Forum

- Two held in 2023
- October 2023 Countywide
  - Education
  - Accountability
  - Empowers Youth

Partnered with:

- Bremerton Police Department
- Washington State Patrol
- Port Orchard Police Chief
- Dupont Police Chief
- Kitsap Public Health Department
- NAACP Unit 1134
- Minority and Justice Commission
- **Next one October 5<sup>th</sup> 2024**

## COUNTY-WIDE YOUTH AND LAW FORUM



### ***Presented By***

*Bremerton Municipal Court-  
NAACP Bremerton  
New Life Foundation-  
Tacoma Chapter and Greater  
Seattle Chapter of the Links  
Incorporated-  
Washington State Minority  
and Justice Commission-*

***WILL BE HELD ON***

**OCTOBER 14TH 2023**

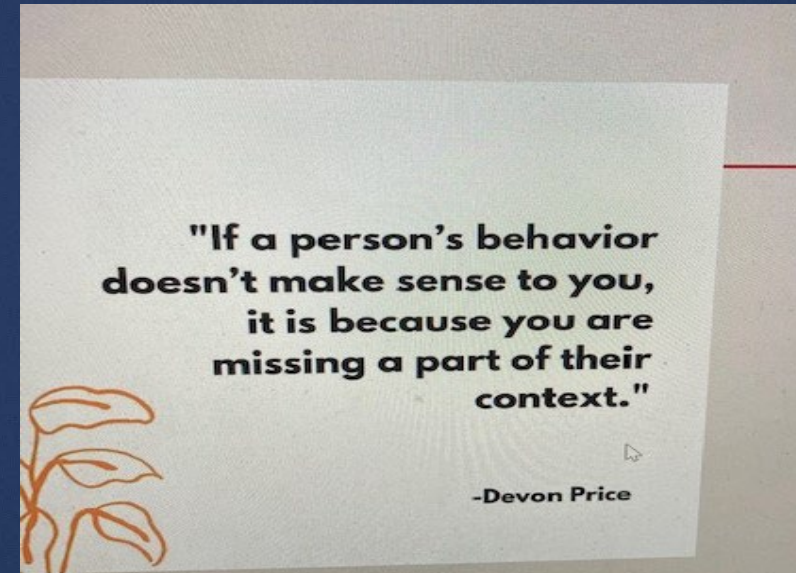
TIME: 9AM - 4PM

Location: Marvin  
Williams Center

***Featuring: Door  
Prizes, Games,  
Mock Trials and  
More***

# A new perspective on accountability.

- Barriers to Accessing Alternatives
- Case Management
- Alternatives to Confinement
  - Electronic Home Monitoring (EHM)
  - Transdermal Alcohol Monitoring (TAD)



# Community Connections

- Judicial Community
  - District & Municipal Court Judges Association Board
  - Therapeutic Courts Board
  - Diversity Board
  - Law Day Committee
- Court Security Training
- Constitution Day
- Mock Trials
- Judges in the Classroom



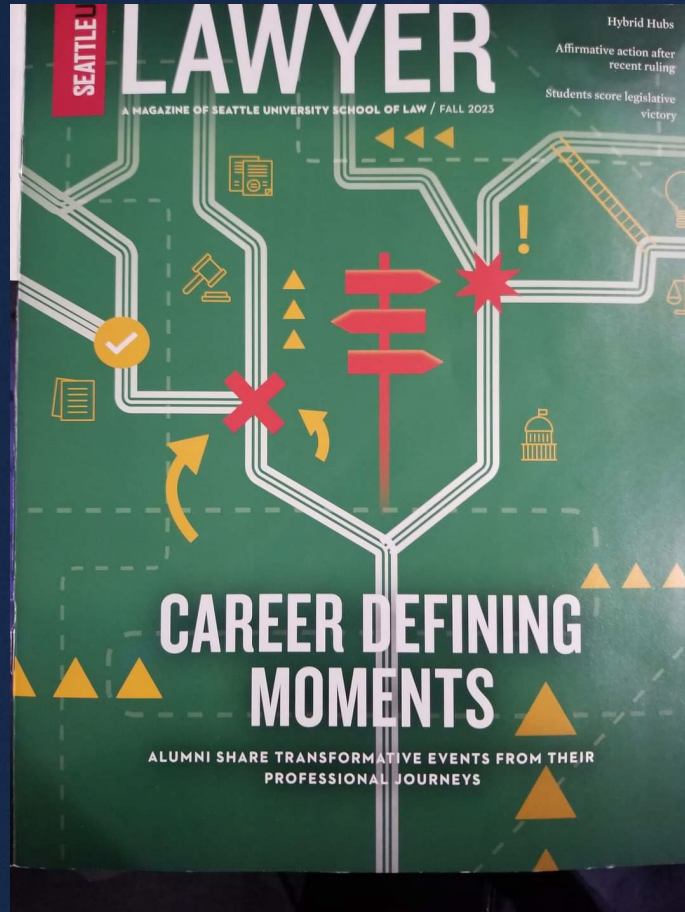
# Outreach in Community



# Swearing In- Community Outreach



# Honors and Recognition Judge Tracy Flood



## A BROTHER'S CONDITION LEADS TO A NEW LEGAL FOCUS

BY TRACY S. FLOOD '99  
Presiding Municipal Court Judge,  
City of Bremerton

In 2016, my older brother suffered a massive stroke. He had to be hospitalized near his home in Chicago for an extended period and was unable to make decisions for himself. It was extremely difficult witnessing my brother in a helpless state and not knowing at the time what was going to happen. Although I was practicing law in Washington state at the time, I was the only family member in a position to take charge of the situation.

The problem was that he had no will, power of attorney, or healthcare directive set up. So, I ended up having to file to serve as my brother's guardian in a Chicago court. To me, the process of obtaining the guardianship was fascinating. During that time, I had been working for the Department of Labor on workplace injury cases, but I started to seriously consider changing my career path.

Not long after I stabilized my brother's situation, I saw that my alma mater, Seattle University School of Law, was offering a brand new LLM program in elder law. A new path, one where I felt I could have a greater impact, had emerged.

I left my job, was accepted into the program with a dean's scholarship, and eventually earned my LLM. This led to an internship with an elder law attorney, where I immersed myself in learning how to competently provide these specialized legal services. I eventually started my own elder law practice.

Compared to my previous practice, I saw an immediate impact in the conversations I was having with my clients. In just one meeting, I could calm people's anxiety. I witnessed firsthand how much of a human touch we need as individuals that was taken away from us during the pandemic. I also learned the importance of empathizing with people in challenging situations.

Now, as a judge, I use those same principles when I adjudicate cases. I take the time to delve deeper to get a fuller picture of a defendant's situation, making sure I don't pass judgment too soon.

It is unfortunate that it took something so terrible happening to my brother to make me evaluate the meaning of happiness. I'm so glad something positive came out of it. It has enabled me to engage in fulfilling work that provides critical legal services to my community.



# Staying Ahead of the Curve

- Continued expansion of therapeutic programs
- Increased access to jail alternatives
- Reorganization to meet needs within the community
- Community Resource Fairs
- Countywide Youth and Law Forum
- Security and safety



Thank you for your time!



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B1**

**SUBJECT:**

Interlocal Agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire & Rescue, South Kitsap Fire & Rescue, and North Kitsap Fire & Rescue for Darkhorse Data Analytics Program

Study Session Date: April 10, 2024

COUNCIL MEETING Date: April 17, 2024

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5480

**SUMMARY:**

All the involved departments wish to mirror data assembly, data aggregation, data storage, and data display through combined resources including a Data Warehouse, Vendors, Software (Darkhorse, etc.) and other services to accomplish the analytics functions that are required to support all Agencies operations and business.

**ATTACHMENTS:** PowerPoint and ILA

**FISCAL IMPACTS (Include Budgeted Amount):** The first year's cost is \$25,000. This cost will be covered by left over radio alerting project funds at Kitsap 911.

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Interlocal agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue and North Kitsap Fire and Rescue for data analytics program Darkhorse; and authorize the Fire Chief to execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve

Deny

Table

Continue

No Action

OUR PLATFORM

# GAIN INSIGHTS FOR CONTINUALLY IMPROVING RESPONSE PERFORMANCE

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

The Darkhorse Emergency decision analytics platform is a suite of cloud-based tools that support continuous improvement and more confident decision making by every member of your team. The platform has been used successfully in services with as few as three stations and as many as 80 and in communities with populations ranging from 25,000 to 5 million. And it has been fully embraced up and down the chain of command. From rookie firefighters to seasoned chiefs, the intuitive tools help everyone in your organization better understand current performance and effectively communicate it to your stakeholders.

DARKHORSE DIAGNOSTICS

# KNOW WHERE AND WHY PERFORMANCE PROBLEMS AND OPPORTUNITIES EXIST

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

You can't fix what you don't know is broken. The diagnostic tools in the Darkhorse Emergency decision analytics platform tell your performance story in no uncertain terms, going far beyond simple incident counts and response times. Darkhorse Diagnostics paints a clear picture of performance strengths and weaknesses, telling you not just what and where, but *why*. Use the tools to visualize your current performance, explore trends, spot indicators of problems or opportunities such as out-of-zone calls or mutual aid calls, and drill down into the root causes of over-target responses. With these insights, your team will know definitively where, when, and how to invest efforts and allocate resources for the greatest impact on performance and **Standards of Cover**.



DARKHORSE DEPLOYMENT

# TAKE THE GUESSWORK OUT OF DEPLOYMENT AND STATION LOCATION DECISIONS

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

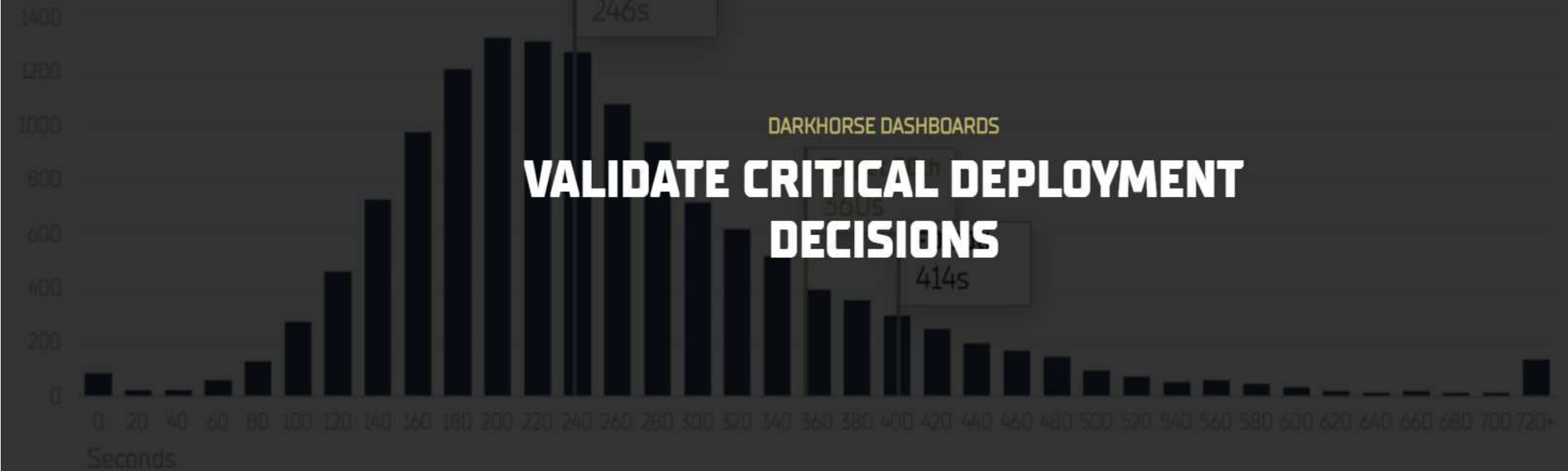
[Getting Started](#)

Poorly deployed fire and EMS resources cost lives. They can lead to millions of dollars in unnecessary property damage. And they tie up capital that could be used in all sorts of other ways to improve your community. With Darkhorse Deployment, you can see how your community's needs are evolving and model the impact of potential changes before you make them.

## ALL INCIDENTS

Responses

15,179 responses



[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

Anytime you reallocate resources, Darkhorse Dashboards substantiates your results. Use the monitoring and reporting toolset to view the immediate and ongoing impact of choices on your most important performance metrics. Designed to hit the sweet spot between flexibility and simplicity, the easy-to-interpret dashboards use secure, web-based architecture to put critical information at your fingertips, on all your devices. You can confirm choices and nurture accountability at all levels of your service.

## ANALYTICS PROGRAM SERVICES INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by Poulsbo Fire Department ("Poulsbo") and Central Kitsap Fire and Rescue, ("Central Kitsap") and South Kitsap Fire and Rescue ("South Kitsap") and North Kitsap Fire and Rescue ("North Kitsap") and Bremerton Fire Department ("Bremerton") under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap are individually a "party" and collectively the "parties".

WHEREAS, the Parties are committed to providing adequate data, information, and analytics program services to their respective jurisdictions, and;

WHEREAS, the Parties have engaged in joint data, information, analytics projects to date; and

WHEREAS, the Parties recognize the benefits of cooperation and collaboration in delivering high- quality analytics program services to their staff to support quality decision support.

NOW, THEREFORE, in exchange for the mutual promises contained herein the Parties hereby agree as follows:

### 1. PURPOSE

- 1.1 The purpose of this Agreement is to provide the sharing of existing, and expanding, analytics resources between the Parties.
- 1.2 The Parties intend to mirror data assembly, data aggregation, data storage, and data display through combined resources including a Data Warehouse, Vendors, Software (Darkhorse, etc.) and other services to accomplish the analytics functions that are required to support the Agencies operations and business.

### 2. SCOPE OF COOPERATION

- 2.1 Hardware, Software, and Services: The Parties will share in the construction, cost, and maintenance of the existing hardware, software, and services.
- 2.2 Data Analytics: The Parties will share a single Data Analytics vendor across all organizations.

### 3. RESPONSIBILITIES OF THE AGENCIES

- 3.1 In performing under this Agreement the Parties shall:
  - 3.1.1 Make available their data and information that will be required for various analysis work that is needed to benefit its Party or the combined Agencies.
  - 3.1.2 Participate in annual planning sessions, setting the direction for the coming years analytics project workload.
  - 3.1.3 Maintain the necessary hardware, software, services, and staff to maintain the intent of the Analytics Program Services required by the Agencies.

### 4. FISCAL ARRANGEMENTS

- 4.1 Central Kitsap shall be the entity that manages the finances of the Analytics Program. As



such, Central Kitsap shall invoice each party annually for their equally allocated portion of the fees described in Section 6 and 7 of the Amended Scope of Work Agreement between Central Kitsap and Darkhorse Emergency Corporation attached hereto as Appendix A.

4.2 Invoice amounts are expected to be \$25,000 from each participating agency in year 1 and \$10,000 each year thereafter (excluding Central Kitsap) for the remaining term of the agreement. Parties agree to remit payment to Central Kitsap within 30 days of the invoice date.

4.3 In the event Fire Chiefs from each Party determine, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Fire Chiefs from each Party shall make a recommendation/request to the appropriate Party.

## 5. RESOURCE SHARING

5.1 The Agencies may explore opportunities for resource sharing, subject to availability, to support the Analytics Program. This may include sharing equipment, materials, personnel, and other necessary resources mutually agreed upon.

## 6. PERSONNEL

6.1 Initially, all Analytics Program Services will be provided by Central Kitsap.

6.2 To the extent this Agreement would result in any personnel changes that affect wages, benefits, or working conditions of any represented employees, the Fire Chiefs from each Party shall assist the governing body of the affected employing Party and affected bargaining unit to address such impacts prior to the implementation of the change.

## 7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for a period of five years (or the term of the DarkHorse Contract entered into by Central Kitsap Fire and Rescue) unless terminated earlier as provided herein.

7.2 Parties may terminate their participation in this Agreement by providing written notice of termination to the other Parties, with a notice period of 12 months prior to the intended termination date.

8. NOTICES All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the City shall be directed to the Poulsbo Fire Chief, Notices to Central Kitsap shall be directed to the Fire Chief, Notices to South Kitsap shall be directed to the South Kitsap Fire Chief

## 9. ADMINISTRATION

9.1 This agreement shall be jointly administered by the Poulsbo Fire Chief, South Kitsap Fire Chief, Central Kitsap Fire Chief, North Kitsap Fire Chief, and Bremerton Fire Chief.

9.2 Spirit of Cooperation. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap joint goal is to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements,

that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.

- 9.3 Pursuant to R.C.W. 39.34.040, this agreement shall be recorded posted on each department's websites.
- 9.4 Property. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.

## 10. INSURANCE / INDEMNIFICATION

- 10.1 Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
  - 10.2 To the extent of its comparative liability, each Party agrees to indemnify, defend, and hold harmless the other Party, and the other Party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a Party, any violation of those policies and procedures adopted by the Parties to accomplish the purposes of this Agreement, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).
  - 10.3 A Party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the Party's indemnity obligations under this Agreement.
  - 10.4 All indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and 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.
12. 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 own attorney's fees and court costs.
13. COMPLIANCE WITH LAWS. The parties shall comply with all applicable laws, rules and regulations

pertaining to them in connection with the Services provided and matters covered in the Agreement.

14. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
15. 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.

IN WITNESS WHEREOF, the Agencies have caused this Addendum to be duly executed as of the Effective Date first above written.

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B2**

**SUBJECT:**

Approval to submit Staffing for Adequate  
Fire & Emergency Response Grant  
Application through the Federal Emergency  
Management Agency

Study Session Date: April 10, 2024  
COUNCIL MEETING Date: April 17, 2024  
Department: Fire  
Presenter: Chief Pat McGanney  
Phone: (360) 473-5480

**SUMMARY:**

The Fire Department would like to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) through FEMA for six (6) fire personnel. The grant details have not been released yet.

**ATTACHMENTS:**

**FISCAL IMPACTS (Include Budgeted Amount):** The permanent fund for this grant would be subject to the passage of the up coming EMS levy renewal.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to authorize the Fire Department to submit a SAFER grant application through FEMA.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B3**

**SUBJECT:**

Resolution to place a continuation of the  
Emergency Medical Care & Service Tax  
Levy for a six-year period on the August 6,  
2024 Ballot

Study Session Date:	<u>April 10, 2024</u>
COUNCIL MEETING Date:	<u>April 17, 2024</u>
Department:	<u>Fire</u>
Presenter:	<u>Pat McGanney, Fire Chief</u>
Phone:	<u>(360) 473-5380</u>

**SUMMARY:**

The Bremerton Fire Department provides Emergency Medical Care to the citizens of Bremerton. The "Rescue One" program is funded through a property tax of \$.50 per thousand of assessed valuation. This property tax must be renewed every 6 years. This is not a new tax, but a continuation otherwise the funding stops.

**ATTACHMENTS:**

Resolution

**FISCAL IMPACTS (Include Budgeted Amount):** This property tax generates approximately 2.2 million dollars. Failure to pass the levy would jeopardize the paramedic program.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to adopt Resolution No. \_\_\_\_\_ to place on the August 6, 2024 ballot, a continuation of the  
Emergency Medical Care and Service Tax levy for a six (6) year period.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

The current EMS levy will expire on 12/31/2025. If we do not renew this levy, we will lose 2.2 million dollars that currently help fund the fire department paramedic program. The fire department is requesting to restore the levy back to .50 cents per thousand of assessed evaluation. The goal is to run the levy a year early, one to help support the addition of the new positions and two it will give us a year buffer if the levy were to fail, to come up with another plan. The current levy rate is .37 cents per thousand of assessed evaluation. The increase of .13 cents will add approximately \$815,000 in additional revenue per year. This additional funding will support the hiring, outfitting, and training of five new positions. Three positions would be Firefighter/EMT's, and the other two positions would be a Firefighter/Paramedic's. These additional positions would allow the fire department to staff an additional response unit 24/7.

Poulsbo Fire and North Kitsap Fire will be running theirs EMS Levy at the same time.

The resolution will need to be to the County by May 10, 2024.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington setting forth a property tax levy to fund emergency medical services for submission to the voters of the City for approval and ratification or rejection at the primary election to be held on August 6, 2024.

WHEREAS, it is deemed necessary to the public health, safety and welfare that the City of Bremerton (the “City”) provide emergency medical care and emergency medical treatment to its citizens; and

WHEREAS, the Fire Department of the City of Bremerton is in need of monetary funds for present and future funding to continue its emergency medical services; and

WHEREAS, the City currently has a six (6) year emergency medical services levy, and the levy rate has fallen from \$0.50 per \$1,000 of assessed value to \$0.37 per \$1,000 of assessed value; and

WHEREAS, a property tax levy would perpetuate and enhance the Bremerton emergency medical services program by funding personnel costs, training and related equipment, supplies, vehicles, and structures needed for the provision of such care or services not including the costs of transportation to and from medical treatment facilities; and

WHEREAS, RCW 84.52.069 provides for the levy of regular property taxes in an amount not to exceed \$0.50 per \$1,000 of assessed valuation if such increased levy is for six years or less, replaces a levy and is authorized by a ballot proposition approved by a majority of the voters at an election held within the taxing district; and

WHEREAS, in order to replace the current levy that expires in 2025, the City Council has determined that it is in the best interest of the City and its residents to submit a proposition under RCW 84.52.069(2) to the voters for their approval or rejection; NOW THEREFORE,

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

**SECTION 1.** *Purpose and Description of Ballot Proposition.* For the purposes identified below, the Council seeks voter approval under RCW 84.52.069(2) for a regular property tax levy, as follows:

(a) Purpose. The amounts collected in 2025 through 2030 pursuant to the increase authorized shall be used solely to provide medical care and emergency services in the City.

(b) Maximum Levy Rate Authorized in 2025-30. The proposition would authorize a regular property tax levy of \$0.50 or less per \$1,000 of assessed value for levy beginning in 2020 through 2025 and to be collected in 2025 through 2030. If the proposition passes, the City will levy the tax to be collected in 2025 under this new proposition and not under the proposition approved in 2019.

SECTION 2. Calling of Election and Ballot Proposition. The Auditor of Kitsap County, Washington (the “Auditor”), as ex officio supervisor of elections, is hereby requested to call and conduct an election in the City, to be held in conjunction with the primary election on August 6, 2024, and to submit to the voters of the City a proposition in substantially the following form.

**THE CITY OF BREMERTON  
PROPOSITION NO. 1  
EMERGENCY MEDICAL CARE AND SERVICES TAX LEVY**

The City Council of the City of Bremerton adopted Resolution No. \_\_\_\_ concerning a regular property tax levy under chapter 84.52 RCW. Will the City be authorized to impose regular property tax levies of \$0.50 or less per \$1,000 of assessed valuation for each of six consecutive years (2025-2030) to continue financing emergency medical care and services?

Yes \_\_\_\_\_

No \_\_\_\_\_

SECTION 3. Notices Relating to Ballot Proposition. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the Council designates the City Clerk (or his/her designee) as the individual to whom such notice should be provided.

SECTION 4 Authorization to Deliver Resolution and Perform Other Necessary Duties. The City Clerk is authorized and directed, no later than May 10, 2024, to certify a copy of this Resolution to the Auditor and to perform such other duties as are necessary or required by law to the end that the proposition described herein should appear on the ballot at the general election identified in Section 2 of this resolution.

SECTION 5. Local Voters’ Pamphlet Authorized. The preparation and distribution of a local voters’ pamphlet providing information on this ballot proposition is hereby authorized. The pamphlet shall include arguments advocating approval and disapproval of the ballot proposition. In accordance with RCW 29A.32.280 or with rules of the County Auditor, committees to prepare arguments advocating approval and disapproval of the measure shall be appointed by Fire Chief. Each committee shall be composed of not more than three persons, and the committee advocating approval shall be composed of persons known to favor the ballot proposition and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition. The City Clerk is authorized to post publicly and accept nominations for the pro and con committees, and if more than three individuals are nominated for either side, to



select the committees by randomly drawing three names from each pool of nominations. Names of committee members so selected shall be forwarded to the appropriate County officials.

**SECTION 6. Severability.** If any or 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 7. Changes.** The City Attorney is authorized to make such minor adjustments to the wording of such proposition as deemed appropriate or as may be recommended by the Kitsap County Auditor and its Supervisor of Elections, as long as the intent of the proposition remains clear and as approved by the City Council.

**SECTION 8. 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 \_\_\_\_\_, 2024.

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

APPROVED AS TO FORM:

ATTEST:

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

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

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B4**

**SUBJECT:**

Contract with SAK Construction, LLC for the  
2024 Sewer Rehabilitation Project

Study Session Date: April 10, 2024

COUNCIL MEETING Date: April 17, 2024

Department: Public Works & Utilities

Presenter: David Powell

Phone: (360) 979-7682

**SUMMARY:** The project will rehabilitate 6986 lineal feet of sanitary sewer and 303 lineal feet of storm sewer using the cure-in-place-pipe (CIPP) method. The project also includes approximately 7000 lineal feet of cleaning and video inspection of additional pipe in support of future lining projects. The pipes range in size from 8-inch to 24-inch diameter.

Two bids were submitted, which were opened on March 27, 2024. The lowest responsive, responsible bid was SAK Construction, LLC who submitted a bid in the amount of \$843,264.32 including sales tax.

Although SAK has not worked with the City in the past, their project manager has done work for the City on our CIPP project in 2022 when he was with another contractor. SAK provided project references for similar CIPP projects from 2019, 2021, and 2023. Based on review of their references, staff believes SAK can successfully complete this work.

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

**FISCAL IMPACTS (Include Budgeted Amount):** The budget amount in the 2023 Wastewater Capital Budget and Stormwater Capital Budget for this project is \$900,000 and \$250,000 respectively.

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:** Move to award the contract for the 2024 Sewer Rehabilitation project to SAK Construction, LLC in the amount of \$843,264.32, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve

Deny

Table

Continue

No Action

# CONTRACT

(Page 1 of 3)

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THIS AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 by and between **City of Bremerton** (hereinafter called CITY) and **SAK Construction, LLC** (hereinafter called CONTRACTOR).

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

## **ARTICLE 1. WORK.**

CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **2024 Sewer Rehabilitation**

## **ARTICLE 2. CONTRACT TIMES.**

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

## **ARTICLE 3. LIQUIDATED DAMAGES.**

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

## **ARTICLE 4. CONTRACT PRICE.**

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

## **ARTICLE 5. PAYMENT PROCEDURES.**

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

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Contractor Initials

## CONTRACT

(Page 2 of 3)

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### ARTICLE 6. CONTRACT DOCUMENTS.

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

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

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

### ARTICLE 7. INDEMNIFICATION.

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

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Contractor Initial

**CONTRACT**  
(Page 3 of 3)

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**ARTICLE 8. ASSIGNMENT**

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

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

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

CITY : City of Bremerton

CONTRACTOR SAK Construction, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By Greg Wheeler, Mayor  
(Printed name)

By \_\_\_\_\_  
(Printed name) [CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices  
\_\_\_\_\_

Address for giving notices  
\_\_\_\_\_

License No. \_\_\_\_\_

Approved as to Form:  
\_\_\_\_\_  
(Signature)  
City Attorney  
\_\_\_\_\_  
(Title)

Agent for service of process:  
\_\_\_\_\_

**CONTRACT CERTIFICATE (IF CORPORATION)**

---

STATE OF                                    )  
  )   SS:  
COUNTY OF                                )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President of the Corporation, be and is hereby authorized to execute the CONTRACT dated \_\_\_\_\_, 2024, by and between this Corporation and **City of Bremerton** and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

(SEAL)

**CONTRACT CERTIFICATE (IF PARTNERSHIP)**

---

STATE OF                                    )  
  ) SS:  
COUNTY OF                                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ a partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the CONTRACT dated \_\_\_\_\_, 2024, by and between this Partnership and **City of Bremerton** and that his/her execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Partner

(SEAL)

**CONTRACT CERTIFICATE (IF JOINT VENTURE)**

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STATE OF                     )  
   )  
 COUNTY OF                )    SS:

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

a joint venture existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Joint Venture, be and is hereby authorized to execute the CONTRACT dated \_\_\_\_\_, 2024, by and between this Joint Venture and **City of Bremerton** and that his/her execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Managing Partner

(SEAL)









**CITY OF BREMERTON  
BID TABULATION**

<b>BID TITLE:</b>	2024 Sewer Rehabilitation		<b>OPENED BY:</b>	Angela Hoover
<b>DATE OPENED:</b>	3/27/2024 <i>hw</i>	<b>TIME OPENED:</b>	11:02 Am	<b>RECORDED BY:</b> Noreen Bolo

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
<i>Insituform Technologies, LLC</i>	<i>✓</i>			<i>\$ 959,940.48</i>
<i>SAK Construction, LLC</i>	<i>✓</i>			<i>\$ 843,264.32</i>
CURRENT SALES TAX RATE	9.20%			

**SUMMARY**

ENGINEER ESTIMATE (INCLUDING SALES TAX)	\$ 1,160,000.00
APPARENT LOW BIDDER <i>(SAK Construction, LLC)</i>	\$ 843,264.32
SECOND LOW BIDDER <i>( Insituform Technologies, LLC)</i>	\$ 959,940.48
THIRD LOW BIDDER <i>(N/A)</i>	—



# 2024 Sewer Rehabilitation Project

CITY OF BREMERTON PROJECT NO. 5891

City Council Study Session  
Wednesday, April 10, 2024



## AGENDA BILL DATE(S)

Public Works Committee: March 19, 2024  
Council Meeting: April 17, 2024

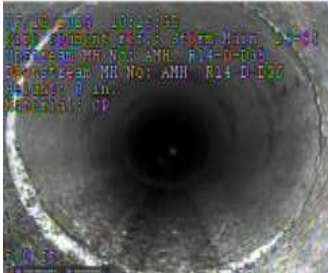
## AGENDA BILL SUBJECT

Contract with SAK Construction, LLC for the 2024 Sewer Rehabilitation Project

## PRESENTER

David Powell – Project Manager  
360.473.5268  
[david.powell@ci.Bremerton.wa.us](mailto:david.powell@ci.Bremerton.wa.us)

# Cured-In-Place-Pipe (CIPP) Overview



Sewer Cleaning & Inspection



Minor Repairs (If Needed)



Set Up Sewer Bypass System to Temporarily Reroute Flows



Insert Prepared CIPP Liner Into Pipe



Cure Liner Per Specifications

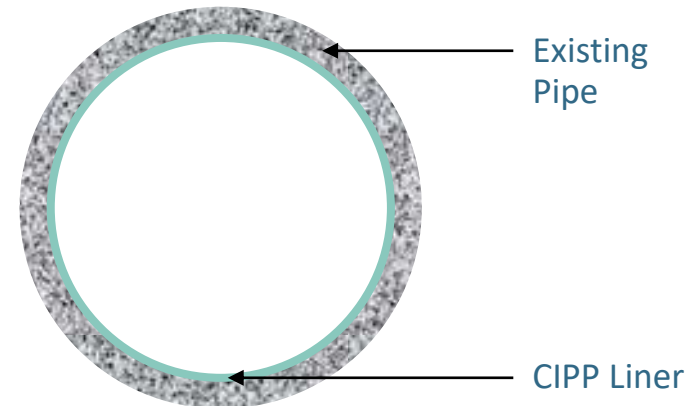


Reinstate Active Connections/Laterals



Remove Bypass System & Perform Post Installation Inspection

Cured-in-Place-Pipe Lining (CIPP) is a trenchless method of sewer construction. It requires little or no digging and significantly less time to complete than other sewer repair methods. It is suitable for repairing both short and long runs of pipes that do not need to be upsized.



# Project Overview

- CIPP of 6,986 linear feet of sanitary sewer pipeline (8" – 21")
- CIPP of 303 linear feet of storm sewer pipeline (24")
- Reinstatement of service laterals
- Removal of protruding service laterals
- Video inspection only of 7,000 linear feet of sanitary sewer
- Traffic control and bypass pumping

135 Calendar Day  
Schedule



# Bid Summary



- Bid published March 7, 2024
- Pre-bid Conference March 13, 2024
- Bid Opened March 27, 2024
- Two responsive Bids Received (SAK Construction, LLC Recommended for Award)

## ANTICIPATED SCHEDULE

Upon approval of this item, Notice to Proceed is expected to be issued in May 2024 with work complete in September 2024.

## RECOMMENDED APPROVAL

Move to award the contract for the 2024 Sewer Rehabilitation Project to SAK Construction, LLC in the amount of \$843,264.32, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.





Questions?

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B5**

**SUBJECT:**

Resolution to endorse the Warren Avenue  
Bridge Multimodal Project Preferred Design  
Alternative

Study Session Date:	<u>April 10, 2024</u>
COUNCIL MEETING Date:	<u>April 17, 2024</u>
Department:	<u>PW&amp;U</u>
Presenter:	<u>T. Knuckey/S. Weber</u>
Phone:	<u>(360) 473-2376</u>

**SUMMARY:**

On August 2, 2023 the City Council approved Resolution 3363 which adopted Alternative X as the Preferred Alternative for Design of Multimodal Improvements for the Warren Avenue Bridge. The Resolution includes the statement "...Alternative X...is within budget for design and construction costs...", which is not accurate given updated cost estimates presented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available from the project website (<https://www.warrenavebridgeproject.com/>). That same memorandum identified two Alternatives that are within the project budget.

Three alternative resolutions to adopt a Preferred Alternative are attached for consideration; the updated resolution for Alternative X acknowledging it's out of budget status, and resolutions for the two alternatives that are in budget; Alternative 1 (8-ft walkways on both sides), and Alternative 7 (12-ft walkway on one side and 5-ft on the other).

**ATTACHMENTS:**

- 1) Joint letter from Director's Knuckey and Riley dated March 26, 2024; 2) Resolution \_\_\_\_ (Alternative X); 3) Resolution \_\_\_\_ (Alternative 1); 4) Resolution \_\_\_\_ (Alternative 7)

**FISCAL IMPACTS (Include Budgeted Amount):** Budget gaps with the three alternatives are outlined in the attachment to the Letter from Director's Knuckey and Riley.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to adopt Resolution No. \_\_\_\_\_, endorsing the City of Bremerton Warren Avenue Bridge Multimodal Project Preferred Design Alternative.

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



March 26, 2024

Bremerton City Council  
345 6<sup>th</sup> Street  
Bremerton, WA 98837

Subject: Warren Avenue Bridge Multimodal Project – Preferred Alternative

Dear City Council:

As presented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available on the project website (<https://www.warrenavebridgeproject.com/documents>), given direction from WSDOT from their field testing, the estimated cost of the Preferred Alternative (Alternative X) now exceeds the project budget. As discussed at the March 13<sup>th</sup> City Council Study Session, we have grave concerns with moving this project forward where estimated costs exceed our budget and have outlined these concerns below for Council’s consideration.

The State legislature has authorized \$27M to the City’s bridge project, and \$500K of this is design funding that is unsecured as it is contingent on failure of Initiative 2117 that State voters will consider this fall. Due to its unsecured nature, those funds are not included in the project budget, and so the budget is \$26.5M; with \$1.5M for design and permitting, and \$25M for construction.

Note that in addition to developing the cost estimate for Alternative X, the March 2024 memorandum additionally updated the feasibility evaluation and cost estimates for the other improvement alternatives. From that effort, only two alternatives to improve pedestrian accessibility on the bridge are within the existing budget. These alternatives, along with Alternative X and another alternative that passed the feasibility screening were presented in a document that was included in the March 13<sup>th</sup> Council packet and attached to this letter. This document presents the difference between secured funding and estimated project costs for all alternatives. In considering this information, please note that while the bridge itself is a WSDOT-owned structure, the City will be responsible for all cost over-runs on our pedestrian improvement project.

Our concerns are as follows:

- While securing additional grant funding to close the construction funding gap may be possible, there is no guarantee of success. Further, the grant programs we would pursue funds for this project from, are the same sources we would otherwise pursue for other City pedestrian improvement projects including the Naval Avenue and 6<sup>th</sup> Street Rechannelization projects.
- Securing Public Works Trust Fund loans is a possibility, it again is not guaranteed we would be successful. Debt borrowing on an asset that is not owned by the city is not recommended. Debt service on the loan type would obligate the city to a 20-year payback with a commitment of up to \$4.6M, including the \$825K in interest.
- The City does not have sufficient projected Street or General Fund revenue to close the funding gap, should grant applications prove unsuccessful. If the City were to augment grant funds from those sources there would be a significant negative impact on many existing programs that rely on those funds.
- The City will have a significant investment to complete the design and permitting of the pedestrian improvement project. Should construction bids exceed available grant funding, and Council decide not to augment the project budget, the City would be unable to award the construction contract, and the investment in the design would be lost.

Please note that language included in Resolution 3363 that Council passed in August 2023 when it established Alternative X as the Preferred Alternative is inconsistent with the current out-of-budget status of the project, and so a new resolution acknowledging this status will be presented to Council for consideration. Given our concerns as stated above, we will bring forward two alternative Resolutions for the two alternatives that are in budget for Council's consideration in the same Agenda Bill.

Staff are eager to begin the design of this project, and whichever alternative the City Council selects, staff will make all efforts to deliver the project successfully. That said, we have grave concerns over this financial issue, and wanted to ensure our position was clearly understood before Council deliberates on this issue.

Sincerely,

**Tom Knuckey** Digitally signed by Tom Knuckey  
Date: 2024.03.26 13:54:25 -07'00'

Tom Knuckey, PE  
Director of Public Works and Utilities



Mike Riley  
Director of Financial Services



# MEMORANDUM

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

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

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

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

**RESOLUTION NO. ~~3363~~ \_\_\_\_\_**

**A RESOLUTION of the City Council of the City  
of Bremerton, Washington, Preferred Alternative for  
Design of Warren Avenue Bridge Multimodal Project**

WHEREAS, the Warren Avenue Bridge Multimodal Project goal is to provide safe, ADA accessible options for all non-motorized users to cross the bridge and connect the Bremerton Bridge-to-Bridge trail, and;

WHEREAS, the current available funding for the project is \$26.5 million which includes a \$1.5 million Washington State grant to design the project and a \$25 million State grant to construct the project that was appropriated through the Moving Ahead Washington funding package approved in the 2022 legislative session, and;

WHEREAS, in September 2019, the City Council accepted the \$1.5 million in funding for design work that included preliminary engineering and permitting for pedestrian and bike improvements, ~~deck resurfacing,~~ and additional design on Warren Avenue to the South and North of the bridge, and;

WHEREAS, in April 2021 the City Council approved a contract with the Washington State Department of Transportation (WSDOT) for design of the Warren Avenue Bridge with a Description of Work to widen one or both sides of the bridge to obtain a desirable shared-use path width of 12 feet, excluding shoulders, in accordance with WSDOT Design Manual Chapter 1515, and;

WHEREAS, in August 2021 the City Council approved a contract with SJC Alliance that included four preliminary alternative clear width configurations — 8 feet on both sides, 10 feet on both sides, 12 feet on the West side with a South end tunnel, and 12 feet on the East side — including connectivity to tie into existing bicycle networks and the Bridge-to-Bridge trail, and;

WHEREAS, in October 2022 the City Council approved a contract modification with SJC Alliance that included a 12-foot path on the West side with a South end tunnel and a 14-foot West side path with South end tunnel, and;

WHEREAS, the 2020 Kitsap County Road Standards states that the minimum recommended width for a 2-way combined bicycle and pedestrian (multimodal) shared-use path is 12 feet for areas of high volume usage, and;

WHEREAS, the WSDOT Shared-Use Path Design Manual states that the desirable paved width of a shared-use path, excluding the shoulders on either side, is 12 feet, and;

WHEREAS, bicycling and non-motorized transportation groups and individuals have stated that 12 feet is a minimum safe width for a multimodal path, and;

WHEREAS, the City of Bremerton is expected to grow by approximately 20,000 people over the next 20 years, with much of that expected growth surrounding the Bridge-to-Bridge trail, and;

WHEREAS, the SR 303 Corridor Study was conducted to identify projects that would help meet the corridor needs as identified by the study team, a stakeholder advisory group, and the public, and;

WHEREAS, the SR 303 Corridor Study states a clear preference to have bicycle facilities on the Warren bridge connecting to the Bremerton Bridge-to-Bridge trail, i.e., a shared use multimodal path, and;

WHEREAS, a 12-foot shared-use path would ensure a safe route for multimodal traffic, as well as a desirable path for recreational traveling and sightseeing as part of the Bremerton Bridge-to-Bridge trail, and;

WHEREAS, ~~both~~ the \$1.5 million design grant ~~is secured~~, and the \$25 million Move Ahead Washington construction Grant ~~are~~ ~~un~~ secured ~~with~~ ~~and~~ \$15M of the construction funding programmed for the 2025-2027 biennium and \$10M of the construction funding programmed for the 2027-2029 biennium ~~currently programmed in the 2029+ outer years~~, and;

WHEREAS, an additional \$500K in state grant funding is unsecured and is contingent on the failure of Initiative 2117 in the fall 2024 election, and;

WHEREAS, City Staff commenced a public outreach effort that consisted of a Stakeholder Advisory Group with invitations extended to representatives of the Chamber of Commerce, Olympic College, Bremerton Parks Department, Bremerton Police Department, Bremerton Fire Department, Naval Base Kitsap, Kitsap Transit, Kitsap Public Health, WSDOT, the Mayor, the City Council, bicycle advocates, and several others, and;

WHEREAS, City Staff hosted two public open houses and conducted two public surveys, and;

WHEREAS, half of online public comments and three-quarters of in-person public comments expressed that at least a minimum width of 12 feet was desired for a shared-use multimodal path, and;

WHEREAS, Alternative X is a combination of the East side from Alternative 3 and the West side from Alternative 1, resulting in a 12-foot clear width path on the East side and 8-foot clear width path on the West side, and;

WHEREAS, Alternative X meets the intent of the project, and the desire of the public, ~~and is within budget for design and construction costs~~, and;

WHEREAS, WSDOT conducted field testing and provided direction to the City that resulted in project costs that are documented in the March 2024 update to the Warren

Avenue Bridge Pedestrian Improvements memorandum which identifies that the cost of Alternative X exceeds the project budget, and;

WHEREAS, the City Council acknowledges that the estimated cost of Alternative X is \$30.3M, with design and permitting estimated at \$2.3M and construction estimated at \$28M including all costs associated with the purchase and O&M of a new UBIT, and;

WHEREAS, the City Council recommends expanding the width of the West side, and/or adding in more overlooks, if there is available budget or if any additional funds are able to be secured in the future, and;

WHEREAS, the selection of Alternative X may require construction of an inspection platform that provides additional inspection access or an operational review of the WSDOT bridge inspection program, which could include the additional capital and ownership/operational costs of an additional, unique UBIT;  
NOW THEREFORE,

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

SECTION 1. The City Council endorses Alternative X as the Preferred Alternative. Alternative X includes a 12-foot clear width pathway on the East side and an 8-foot clear width pathway on the West side.

SECTION 2. The City Council endorses widening the West side to greater than 8 feet, and/or adding in additional overlooks, if budget is available or additional funding is able to be secured.

SECTION 3. The City Council endorses pursuing funding for the connectors as separate projects, ideally to be completed prior to the construction of the bridge improvements.

SECTION 4. The City Council endorses the purchase of a new UBIT or other associated mitigation costs in the event that WSDOT is unwilling or unable to fund such costs themselves.

SECTION 5. 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 6. 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 \_\_\_\_\_, 202~~4~~<sup>3</sup>.



~~JEFF COUGHLIN~~JENNIFER CHAMBERLIN,  
Council President

APPROVED AS TO FORM:

ATTEST:

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

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, Preferred Alternative for Design of Warren Avenue Bridge Multimodal Project

WHEREAS, the Warren Avenue Bridge Multimodal and Safety Improvement project goal is to provide safe, ADA accessible options for all non-motorized users to cross the bridge, and;

WHEREAS, the total available secured funding for the project is \$26.5 million which includes a \$1.5 million Washington State grant to design the project and a \$25 million State grant to construct the project that was appropriated through the Moving Ahead Washington funding package approved in the 2022 legislative session, and;

WHEREAS, an additional \$500K in state grant funding is unsecured and contingent on the failure of Initiative 2117 in the fall 2024 election, and;

WHEREAS, the \$25 million in construction funding is programmed for \$15M in the 2025–2027 biennium and \$10M in the 2027–2029 biennium, and;

WHEREAS, City Staff conducted a feasibility study that reviewed eleven (11) alternatives comprising a variety of pathway widths, structural considerations, ADA compliance, and design and construction costs and were screened through three levels of criteria in order to determine feasible alternatives, and;

WHEREAS, on August 2, 2023 the City Council approved Resolution 3363 adopting a 12<sup>th</sup> alternative, “Alternative X” as the Preferred Alternative, consisting of a 12-ft wide path on the east side of the bridge and an 8-ft wide path on the other, and;

WHEREAS, one of the statements of fact in Resolution 3363 is that the design and construction cost of Alternative X is within the City’s budget, and;

WHEREAS, WSDOT conducted field testing and provided direction to the City that resulted in increased project costs that are documented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which identifies that the cost of Alternative X exceeds the project budget, and;

WHEREAS, the March 2024 memorandum identified two alternatives that are within the City’s existing budget, including Alternative 1 which consists of 8-ft walkways on both sides of the bridge with two overlooks on each side, and Alternative 7 which consists of a 12-ft path on the east side of the bridge and a 5-ft path on the other side, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to select a Preferred Alternative that is within existing budget, and;

WHEREAS, the City Council has determined that Alternative 1 should be the defined as the Preferred Alternative;

NOW THEREFORE,

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

**SECTION 1.** The City Council endorses Alternative 1 as the Preferred Alternative. Alternative 1 includes 8-foot clear width pathways on both sides of the bridge with four overlooks (2 on each side of the bridge).

**SECTION 2. 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 3. 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



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, Preferred Alternative for Design of Warren Avenue Bridge Multimodal Project

WHEREAS, the Warren Avenue Bridge Multimodal and Safety Improvement project goal is to provide safe, ADA accessible options for all non-motorized users to cross the bridge, and;

WHEREAS, the total available secured funding for the project is \$26.5 million which includes a \$1.5 million Washington State grant to design the project and a \$25 million State grant to construct the project that was appropriated through the Moving Ahead Washington funding package approved in the 2022 legislative session, and;

WHEREAS, an additional \$500K in state grant funding is unsecured and contingent on the failure of Initiative 2117 in the fall 2024 election, and;

WHEREAS, the \$25 million in construction funding is programmed for \$15M in the 2025–2027 biennium and \$10M in the 2027–2029 biennium, and;

WHEREAS, City Staff conducted a feasibility study that reviewed eleven (11) alternatives comprising a variety of pathway widths, structural considerations, ADA compliance, and design and construction costs and were screened through three levels of criteria in order to determine feasible alternatives, and;

WHEREAS, on August 2, 2023 the City Council approved Resolution 3363 adopting a 12<sup>th</sup> alternative, “Alternative X” as the Preferred Alternative, consisting of a 12-ft wide path on the east side of the bridge and an 8-ft wide path on the other, and;

WHEREAS, one of the statements of fact in Resolution 3363 is that the design and construction cost of Alternative X is within the City’s budget, and;

WHEREAS, WSDOT conducted field testing and provided direction to the City that resulted in increased project costs that are documented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which identifies that the cost of Alternative X exceeds the project budget, and;

WHEREAS, the March 2024 memorandum identified two alternatives that are within the City’s existing budget, including Alternative 1 which consists of 8-ft walkways on both sides of the bridge with two overlooks on each side, and Alternative 7 which consists of a 12-ft path on the eastside of the bridge and a 5-ft path on the other side, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to select a Preferred Alternative that is within existing budget, and;

WHEREAS, the City Council has determined that Alternative 7 should be the defined as the Preferred Alternative;

NOW THEREFORE,

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

**SECTION 1.** The City Council endorses Alternative 7 as the Preferred Alternative. Alternative 7 includes 12-foot clear width pathway on the east side of the bridge and a 5-ft clear width pathway on the other side.

**SECTION 2.** The City Council endorses the purchase of a new UBIT and associated operations costs as required by WSDOT for construction of Alternative 7.

**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:

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KYLIE J. FINNELL, City Attorney

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ANGELA HOOVER, City Clerk

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**Published for  
April 10  
Council Meeting**

**ITEM B5 – Public Comments**



From: dianne iverson <diverson1950@gmail.com>  
Sent: Wednesday, April 10, 2024 2:09 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Cc: Dianne Iverson <diverson1950@gmail.com>

Subject: Warren Avenue Bridge

## **Warren Avenue Bridge questions that need to be publicly addressed.**

In the fall of 2023, a statement was made at a Chamber of Commerce candidates forum that WSDOT top management should all be fire. I agreed with this statement back in November and I agree with it today. WSDOT is a state agency out of control. As of yesterday, our Washington State Attorney General proposed that Washington State Ferries should be pulled out of WSDOT and report directly to the Governor. This is leadership. Our elected officials in partnership with the community are the only ones who can affect change at WSDOT.

So how does this relate to our Warren Avenue Bridge Design? Everything! The culture at WSDOT is the over-arching problem. The entire agency from the top exudes arrogance and bullies communities. Bullies win unless you stand up to them. To acquiesce to Bullies is to give them their self proclaimed destiny that they are in total charge.

Every elected official from all levels of government, no matter what their political persuasion should be fighting for change as it relates to WSDOT. As a member of the Warren Avenue Bridge stakeholders advisory committee, I have never participated in such a dysfunctional committee process in my 40 years working in and out of government. I do not trust WSDOT to deliver a safe, multi-modal design for Bremerton. The behavior they are exhibiting now, is the behavior they exhibited during the WAB stakeholders advisory committee. It has to stop.

### **Questions to ask WSDOT on April 10, 2024 Bremerton Council work session.**

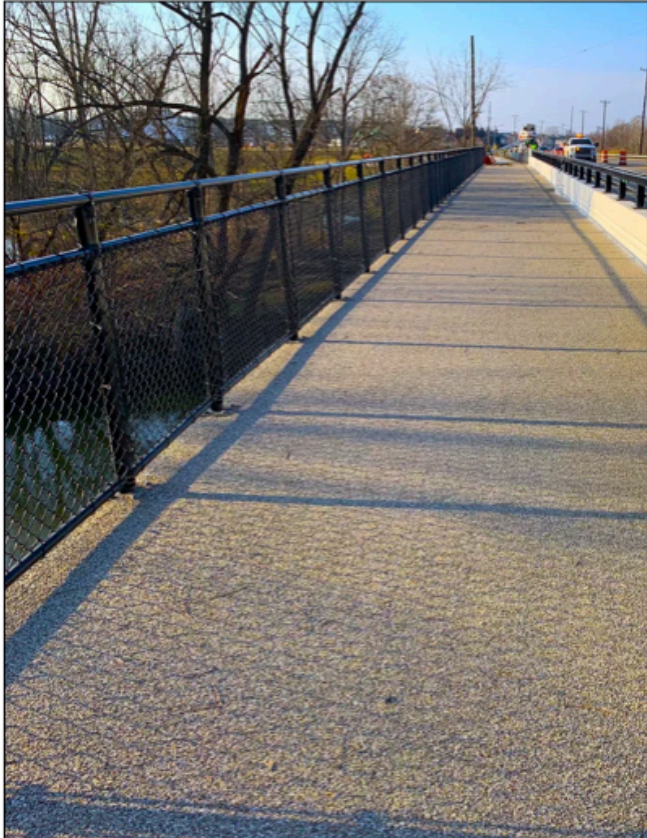
- 1. Why did WSDOT mandate in March of 2021 that our multi-modal improvement project on the WAB have 8-foot sidewalks on each side of the bridge? On April 7, 2021, council voted to modify the scope of the project.**
- 2. Why does WSDOT continue to support 8-foot sidewalks on each side of the bridge? It is not multi-modal. It is not safe and state law now requires WSDOT support multi-modal.**
- 3. Why do WSDOT bridge inspectors not want to use an A-62T UBIT? (Stated at a Nov 30th, 2022 stakeholders meeting by WSDOT manager, Rich Zeldenrust.) Oregon DOT acquired one when a new A-62 was backordered, and has experienced positive feedback from their inspectors. According to Shawn Oliphant from ODOT it required 2 hours of additional training for his crew.**

4. **Is WSDOT willing to sell an existing A-62 UBIT, purchase an A-62T, and have Bremerton pay the difference of about \$300,000?**
5. **WSDOT rented an A-75 UBIT to inspect the SR 520 bridge over Lake Washington on August 11, 2021. Why can't Bremerton rent an A-62T from Jim Bunch in Springfield Oregon? This would save 2 million dollars up front. Why does WSDOT get to make this decision and tell Bremerton we must pay for it?**



6. **In 2016 the recommendation by the city concerning Warren Avenue Bridge Multimodal Improvements was to NOT remove the jersey barriers in order to save money. This could save 2.2 million if we leave the existing jersey barriers on the existing bridge unchanged. (A narrow railing could be mounted adjacent to barriers for added safety)**
7. **Is the current design phase a conceptual design for cost estimating purposes or a preliminary engineering design? Could you explain the difference to the council?**
8. **It's unclear to me as a former committee member, who is in charge of the bridge design? Is it SCJ? Is it WSDOT? I recommend the city consider taking the lead, and contracting out to an engineering firm. Poulsbo's SR 305 roundabout and tunnel project, was ultimately led by the City of Poulsbo even though it was on a State Route.**

9. A Detroit Bridge was upgraded to modern multi-modal capacity by installing decking on top of the existing sidewalk. (see photo below). It is aesthetically pleasing, less expensive and it works. Why isn't this concept being forwarded as an option for the Warren Avenue Bridge?



The example below is a bridge retrofit to create a wider sidewalk near Detroit. Fiber reinforced panels (FRP) were used for the sidewalk decking because they are 1/6th the weight of concrete panels. The FRP panels are five inches thick, supported by a steel frame and diagonal struts. This design could be used for our bridge. Was it considered?

