



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

WEDNESDAY, APRIL 9, 2025
CITY COUNCIL 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@bremertonwa.gov. 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 16, 2025** 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/87318266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#*
- *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833
Webinar ID: 873 1826 6756; Passcode: 857582*

A. INFORMATION ONLY PRESENTATION

1. Utility Land Management Plan Update – Special Topics

B. AGENDA BILL BRIEFINGS

1. Contract with Insituform Technologies, LLC for the 2025 Sewer Rehabilitation Project
2. Contract with Northwest Cascade, Inc. for the Francis Street Outfall Stormwater Treatment Project
3. Approval to Eliminate a Firefighter position and to Add a Firefighter/Paramedic position to the 2025 Authorized Staffing for the Fire Department
4. Interlocal Agreement between the Suquamish Tribe and the City of Bremerton for Emergency Services
5. Acceptance of the Lodging Tax Advisory Committee's 2025 Revised Funding Recommendations

C. GENERAL COUNCIL BUSINESS

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

SUBJECT: Utility Land Management Plan
Update – Special Topics

Study Session Date: April 9, 2025
Presenter: S. Walsh/C.Apfelbeck/MB&G
Phone: 360-473-5928

SUMMARY:

The City is updating its Utility Land Management Plan (ULMP), which was last updated in 1996, to provide guidance on the management of its 8,000 acres of utility lands. The consultant has completed an evaluation of several special topics which will be presented to the City Council for information and comment. Once finalized, the special topic memorandums will be incorporated into the updated ULMP. The special topic memorandums are as follows:

- Review of security processes and procedures (see note below).
- Evaluation of the land use of adjacent properties and potential conflicts with the City's on-going operations.(see note below).
- Evaluation of the security improvements necessary if the proposed Jarstad Park to Kitsap Lake trail were to be constructed through City of Bremerton Utilities Lands.
- Evaluation of sustainable timber harvest alternatives and associated revenue and water rate impacts.
- Review of carbon credit sales as a potential additional or alternative source of revenue and water rate impacts.
- Development of a 20-year capital improvement plan for forestry assets.
- Evaluation of Forestry Division staff positions.

Note: Due to some Special Topics Memos containing sensitive information regarding protected critical infrastructure, information has been redacted and is not disclosable under Freedom of Information Act nor Public Records Act. Some information can be provided to Council Members via Executive Session if desired.

HANDOUTS: PowerPoint Presentation, Final Draft Special Topic Memos

Utility Land Management Plan Update Special Topics Discussion



Project Background

- City owns and manages 8,000 acres of Utility land, of which approximately 3,000 acres are the Union River Watershed.
- In 1986 the City created a Utility Land Management Plan (ULMP) to provide guidance on the management of these lands and to demonstrate intent and ability to protect drinking water sources.
- The purpose of this project is to update the ULMP with current best scientific based practices as it has not been updated since 1996.
- Update includes Special Topic Memos, stand-alone summary memorandum of findings and recommendations on specific issues facing the Water Utility land management.



Where Are We in the Project Schedule?



- December 2024: AC Meeting #4 on Special Topics
- March 2025: AC #5 on Draft Updated Plan
- March 2025: City Council Study Session #2 on Special Topics with Public Comment
- May 2025: City Council Study Session #3 Review Draft Plan with Public Comment
- July/August 2025: Final Updated Plan Presented to City Council

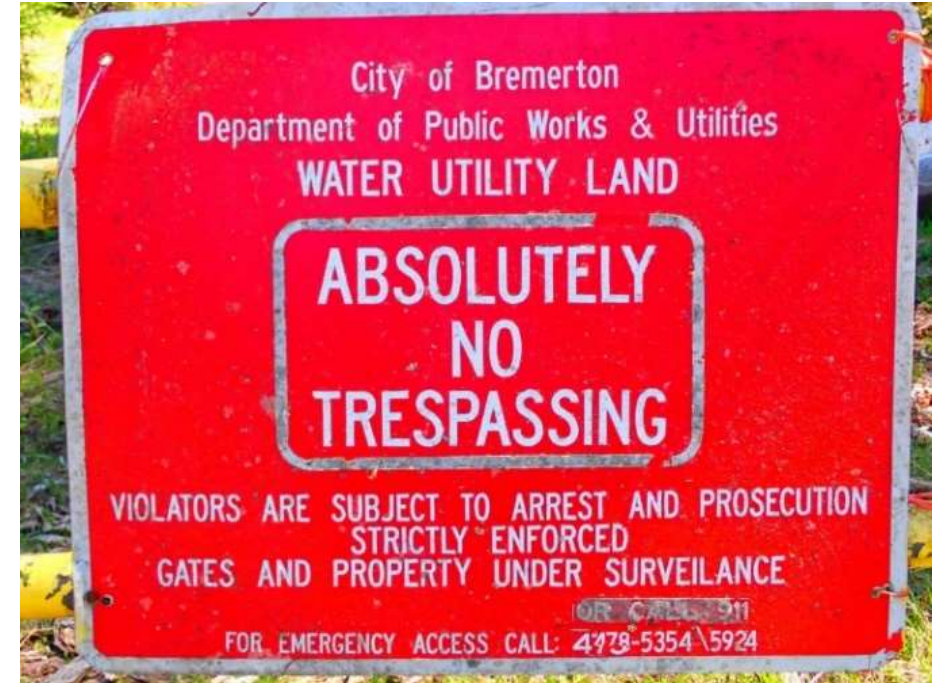
Special Topics



1. Security
2. Adjacent land use and potential conflicts
3. Utility impacts from the proposed Jarstad Park to Kitsap Lake Trail
4. Sustainable timber harvest alternatives and associated revenue and water rate impacts
5. Potential revenue generation via carbon credits
6. 20-yr forestry asset capital improvement plan
7. Staffing level evaluation

Security

- Confidential topic but included an assessment of current security infrastructure and procedures
- Presented recommendations to improve security

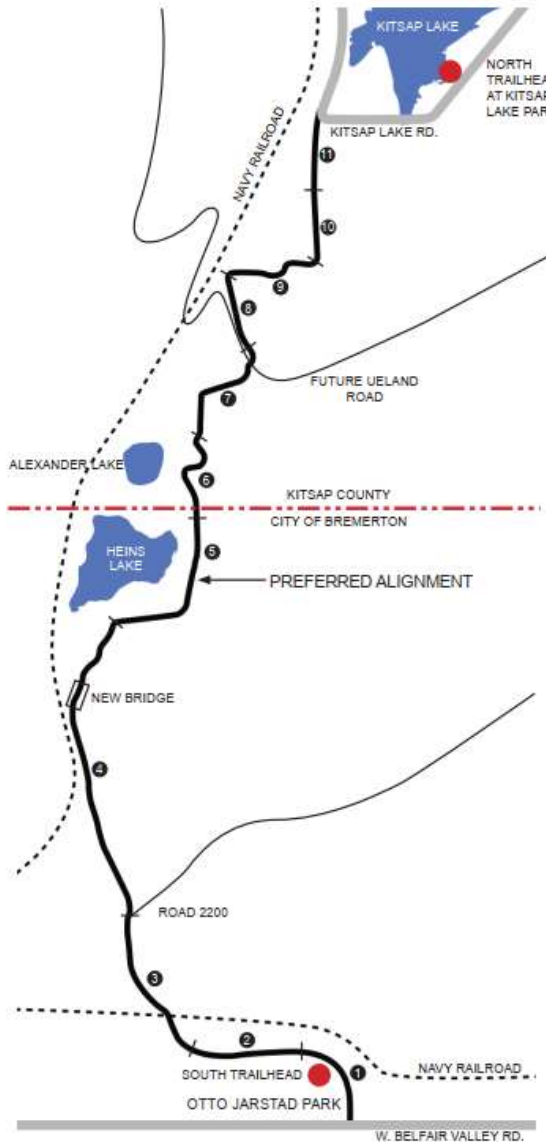


Adjacent Land Use and Potential Conflicts



- Reviewed and identified many different adjacent land uses: Residential, Industrial tree farm, Gov lands, Utilities, Tribes
- Watershed management will require ongoing collaboration with adjacent landowners
- Acquire adjacent lands, targeting those in the Union River Drainage and those within Wellhead areas

Jarstad Park to Kitsap Lake Trail



Reviewed potential impacts on security, unfiltered surface water status, current operations, and staffing.

Issues identified included:

- Conflicting Use
- Security
- Threat to Unfiltered Source Water Status
- Comprehensive Planning Consistency/Environmental Considerations
- Cost

Costs to address security concerns include but are not limited to:

- Increased staff for enhanced security
- Improved infrastructure related to security
- Enhanced Security and Monitoring
 - Example cost: fencing = \$650k along one side

Sustainable Timber Harvest Alternatives

Sustainable Alternative	Annual Volume (MBF)	Annual Estimated Net Revenue
No Harvest	0	\$ 0
Current Program	1,100	\$ 511,500
50yr Rotation Limited Union Basin Harvest	2,750	\$ 1,278,750
60yr Rotation Limited Union Basin Harvest	2,350	\$ 1,092,750

Potential Revenue Generation via Carbon Credits



- Generate revenue by selling carbon credits
- Would follow improved forest management protocol
- Bremerton has small land base for costs of credits:
 - Requires Ongoing Monitoring and Reporting
 - Potential for additional carbon storage is lower

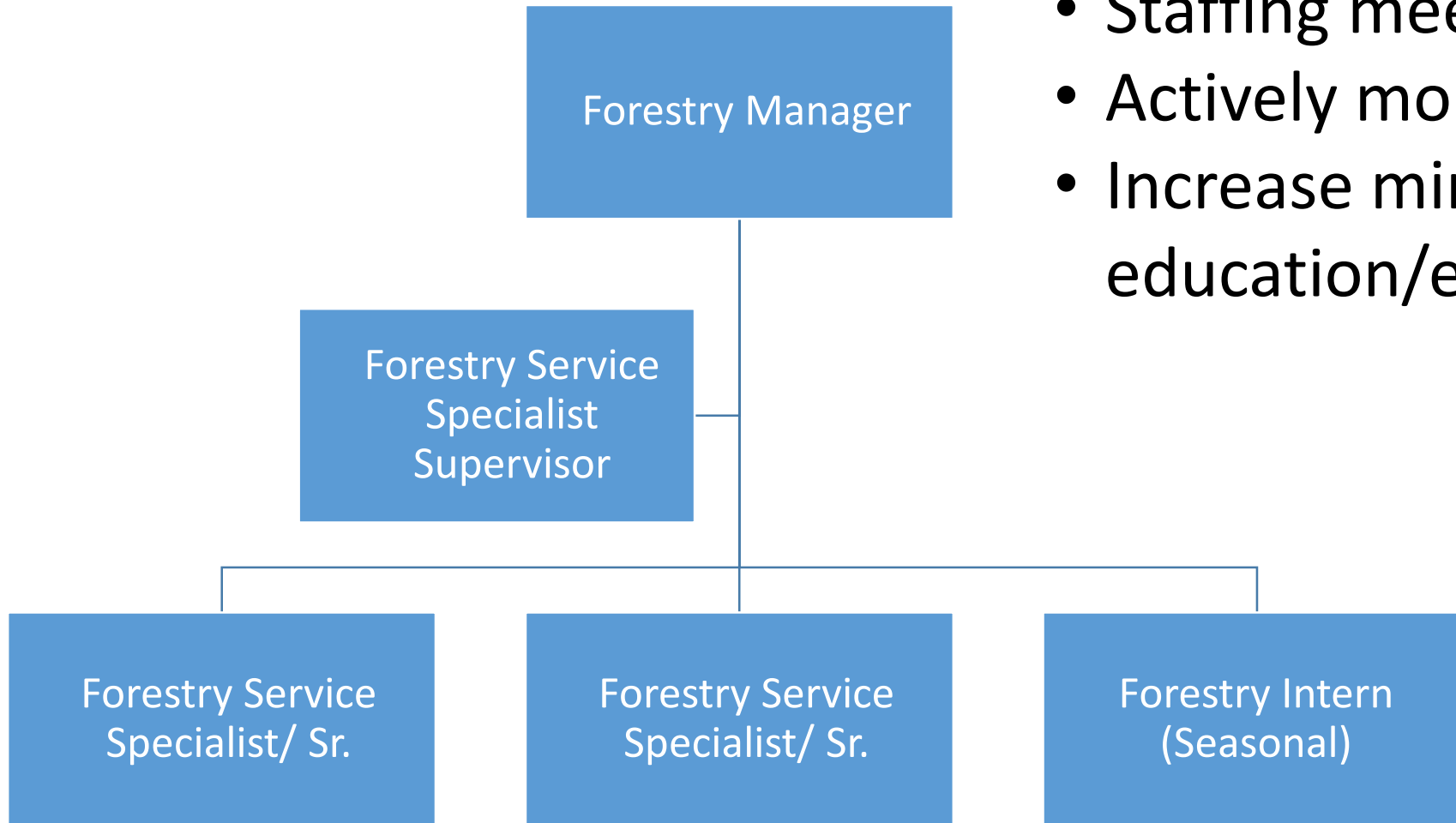
20-yr Forestry Asset Capital Improvement Plan



- Several planned capital improvements 2025-2045
- Future ULMP Updates (10 and 20-year)
- One bridge replacement
- Culvert replacements
- 5 yr security evaluation
- Biosolids storage buildings

Staffing Level Evaluation

- Staffing meets current needs
- Actively monitor pay scales
- Increase min education/experience



Revisit the Next Steps

Utility Land Management Plan Update	2023					2024												2025							
Schedule 2/2025	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug
Task 1 Project Initiation	Notice to Proceed issued 8/1/2023																								
Task 2. Identify Goals &	Meeting to discuss Goals & Constraints 9/22/23																								
Task 3. Update Baseline	Field Inventory Completed 4/15/24																								
Task 4. Review Best Available Science																									
Task 5. Update Utility Land Management Plan	Draft Resource Assessment Completed 8/16/2024 Draft Special Topics Memos Completed 12/10/2024 Draft Updated Plan to City for Review 2/28/2025 Final Draft Updated Plan w/ comments addressed																								
Task 6. Public Outreach	1st AC Meeting AC Meeting #2/ Field Tour AC Meeting#3 AC Meeting #4 AC Meeting#5 Draft Plan to public for comments																								
						1/25/202			4/23/2024				9/9/2024							March 2025		May 2025			
Task 7 City Council Engagement	Council Study Session Presentation #1 Study Session #2 Study Session #3 Final Submittal of Plan to Council																								
													9/25/24							March 2025		April/May 2025			July/August 2025

To: City of Bremerton
From: Mason, Bruce & Girard, Inc.
Date: 12/9/2024
Re: Special Topic: Kitsap Lake to Jarstad Park Trail

Introduction

A shared-use trail was proposed between the south end of Kitsap Lake in Kitsap County to Otto Jarstad Park in Bremerton (See Figure 1). This memorandum reviews the potential impacts the proposed trail route would have on security, the City's unfiltered surface water status, current operations, and staffing. This special topic memorandum also identifies security enhancements that must be considered should the City and the County choose to construct the trail.

Background Information

The initial location of this proposed trail was put forth in 2013, in the County's Non-Motorized Facility Plan, by the Kitsap County Non-Motorized Committee and the West Sound Cycle Club. The total proposed trail is roughly 3.16 miles. Approximately 1.99 miles of the proposed trail bisects City of Bremerton Utility Lands. Kitsap County led a preliminary feasibility study, performed by Fischer Bouma Partnership (FBP) in 2018, which included a City liaison who sat on the committee. The study was to better understand the proposed area, determine best planned route, and investigate alternatives and costs for the proposal. Many of the details in this Special Topic paper are referencing the findings of the 2018 Feasibility Study.

The 2018 Feasibility Study proposed a design strategy that the authors felt would minimize costs and disturbance to the Utility Lands. To achieve these goals, the study adopted the strategy of using existing logging roads (2000 Road) as the base of the shared-use path. The proposed path would be designed for an 18-mph speed, be either 10 or 14-feet wide, paved with a 2% maximum cross slope, and two-foot soft surface shoulders (typically gravel). Areas of disturbance in the corridor would range from 14-feet to 40-feet in width per the 2018 Feasibility Study by FBP. The project would also require the installation of a bridge.

The cost estimate of \$4 million dollars did not include any grant funding but did account for the construction and design of the trail in such a way to maintain eligibility for grant funding in the future. Grant funding qualifications included specific maintenance, security/enforcement, and operations specifications, and a management plan.

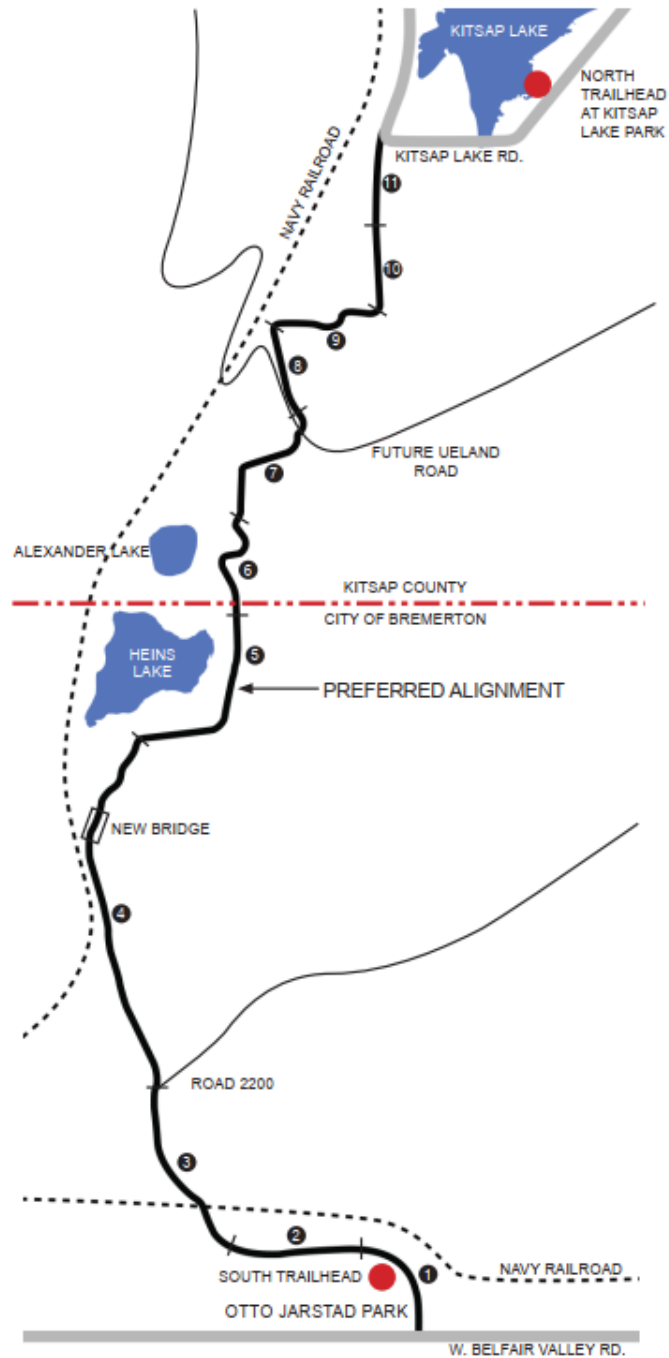


Figure 1. 2018 Feasibility Study Proposed Trail

Issue Assessment

Conflicting Use:

The 2018 Feasibility study noted some potential issues with the proposed trail system. Some of these issues specific to the City Utility Lands include the shared road/path on existing logging roads, the need for additional survey work, Navy right-of-way easements, conflicts with forestry operations, potential for needed transfer of ownership, upgraded facilities, increased staff and maintenance and potentially other unforeseen costs which are discussed in more detail under Cost.

Unfortunately, the study did not consider all the uses of the 2000 Road and major utility infrastructure that is aligned with, adjacent to, or crosses the road. The 2000 Road provides access to Water Utility staff for environmental monitoring, street spoils hauling, and communication tower access. This access is used frequently throughout all times of year. Major utility infrastructure that would require access for maintenance (everything from minor vegetation management to major capital repairs) include Cascade Natural Gas line, Bonneville Power Association power lines, Puget Sound Energy power lines and the 18-inch transition main that carries water from Pump Station 17 (pipe layout yard) to the Kitsap Lake area. The main is flushed and cleaned every year (pigging) with a pig port located on the proposed pathway between Alexander and Heins Lakes. Lastly, the south end of the proposed trail bisects the Suquamish Tribe Fisheries operation.

Security

Another significant issue with the proposed trail is the increase in security that would be required to try to prevent trespass onto Utility Land. This may include, but is not limited to, more police patrols, signage, security cameras, gates, fencing, and additional labor hours. A solid barrier between the trail and the Utility Lands has a high likelihood of keeping most of the public from illegally entering the Utility Lands. However, fence breaching through cutting or climbing are observed in other fenced utility properties and would be expected here at least occasionally. Additionally, fencing cannot block Navy railroad crossings, allowing trespassers easy access to Utility Lands at those crossings.

Threat to Unfiltered Source Water Status:

The existing controlled access points along the outer perimeter of the Utility Land **are** the access points to the City's unfiltered source of drinking water. There is no interior secured perimeter around the Union River Basin. Utility Land that surrounds the Union River Basin inside the existing secure perimeter were acquired for buffering purposes to maximize the separation between the Union River Basin and potential pollutant-generating activity (includes transportation and recreational activity such as hiking and biking) and risks associated with the Wildland Urban Interface. Acquiring additional buffer property is a top strategy identified in the Watershed Control Program Plan - a requirement under WAC 246-290-690(3)(e) to remain unfiltered - and has been utilized in the past to increase separation and improve level of protection. To allow a shared-use trail as proposed through the buffer area will reduce the buffer width. Fencing may be effective in keeping most trespassers out of the watershed, but it can do nothing to prevent other effects of moving the WUI risks closer to the Union River Basin such as wildfire risk from a carelessly discarded cigarette butt or illegal camping.

This proposed land use change of the buffer property and movement of potential risk closer to the Union River Basin could be viewed by regulatory agencies as a negative change in security posture and a reduction in protection of the unfiltered source. This could result in the City's loss of unfiltered status and a significant cost to drinking water ratepayers as discussed in the Cost section below.

Comprehensive Planning Consistency/Environmental Considerations:

Any development or activity must be compatible with other City comprehensive plans. The Gorst Subarea Plan, led by Kitsap County and the City in partnership with state, federal and tribal agencies and adopted by City Council (Ordinance 5237, 2013), sets out a 20-year land use plan for the future of Gorst. The three-part study included an in-depth assessment of the ecological resources within the Gorst Creek Watershed (*Gorst Creek Watershed Characterization and Framework Plan, 2012*). The purpose of the subarea plan was, as stated in the plan, a *"cooperative planning effort...to develop a land use plan that is based on the ecological values and functions of the Gorst Creek Watershed in southeast Kitsap County."*

The characterization identified critical functions the Gorst Creek Watershed provides locally and within the context of the greater Puget Sound Region, and categorized subbasins within the watershed based upon each subbasins' function and importance. Those areas of the watershed that were zoned for maximum protection (Protection Zone) are delineated in Figure 2 and encompass nearly the entire proposed trail route through the Utility Lands. The report states, *"The **Protection Zone** supports recharge, discharge and storage processes which are critical to sustain a natural range of flows in Gorst Creek, including adequate low flows during summer and fall. Because recharge and discharge processes are sensitive to development and would be significantly degraded by impervious surfaces, buildings, roads, and drainage infrastructure, such development should be restricted in this zone."* (Page 4-2)

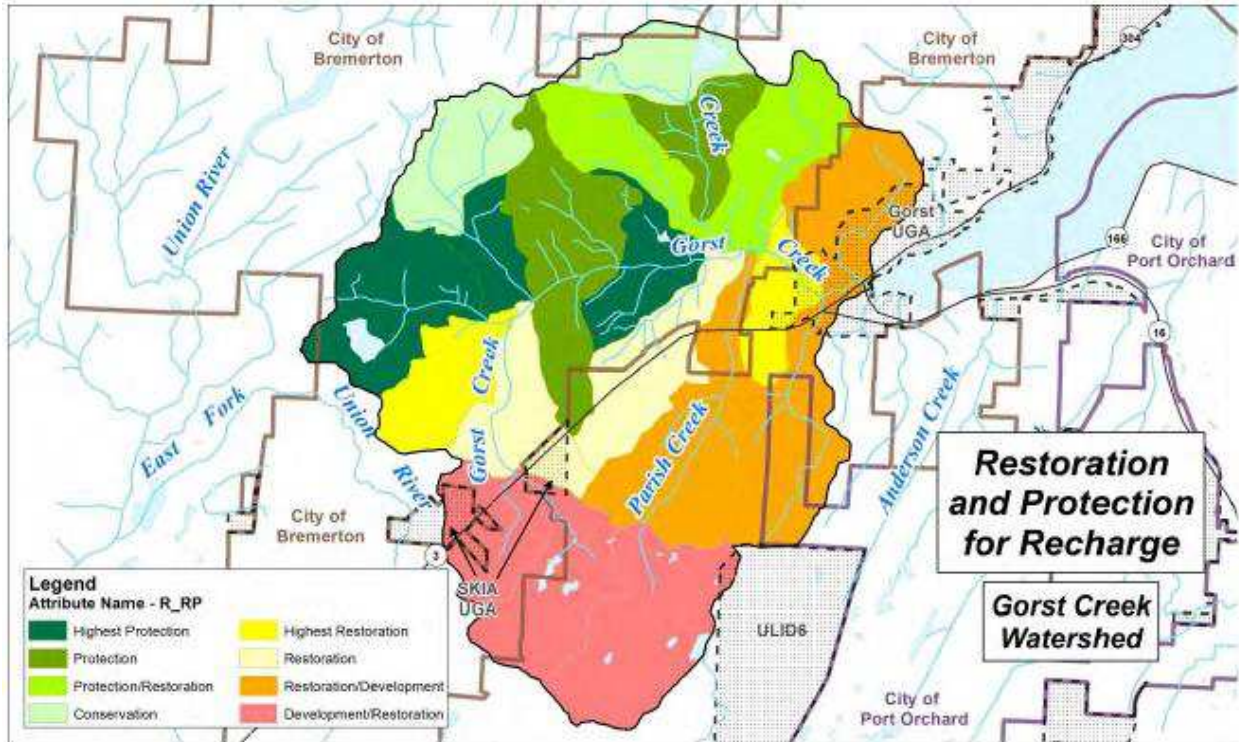


Figure 2. Gorst Creek Watershed Restoration and Protection Zones (taken from Gorst Subarea Plan – Gorst Creek Watershed Characterization and Framework Plan, page 3-6)

The characterization also highlighted the following critical watershed functions identified in May and Peterson’s *Landscape Assessment and Conservation Prioritization of Freshwater and Nearshore Salmonid Habitat in Kitsap County* (2003):

The Gorst Creek Watershed is described as “one of the largest and most productive watersheds in the east WRIA-15 subregion” and “above river mile 1.0, is rated 23rd out of 95 salmonid refugia areas within Kitsap County”.

The forested area that comprises the north and central portion of the Gorst Creek Watershed is publicly owned and lies within a contiguous area that also contains Green Mountain and Tahuya State Forest. Taken together, this area comprises the largest open-space block in the Puget Trough Ecoregion of the Puget Sound Basin.

Adding a trail with facilities and services such as additional parking areas, benches, handicap accessibility, and restrooms at trail heads may disturb salmon refugia areas, and security fencing along the length of the trail would truncate a significant portion of the open space in terms of movement of terrestrial species.

Cost:

All costs associated with the construction, maintenance, security and other needs including staffing associated with the proposed trail *cannot* be funded by the Water Utility as the trail does not support the

provision of drinking water. Therefore, all costs described here will be a General Fund expenditure. The only potential cost to the Water Utility, though it be by far the largest, would be the cost of implementing filtration should the proposed use result in the loss of unfiltered source status.

The project costs in today's dollars are almost certainly higher than the estimated \$4 million in the 2018 Feasibility Study, which included engineering, construction, management, right-of-way easement cost, design, and a 20% contingency. Outside the estimated cost breakdown within the 2018 Feasibility Study, there are additional unforeseen costs. One major cost would be from the increase in staffing necessary to successfully maintain and operate a connecting trail of this size and to manage the complexity of the multi-use proposal. Duties related to the proposed trail would include coordination with utility operations on scheduling, security, community education/engagement, maintenance contractors, litter patrol, and other needs. This position would also closely work with Kitsap County, Bremerton Police, and Bremerton Fire.

There could also be a large amount of unforeseen cost needed for improved infrastructure. This could include facilities and services such as additional parking areas, benches, handicap accessibility, restrooms at trail heads, maps and kiosks, garbage service, adequate lighting at trailheads and parking lots.

A cost estimate to fence off either side of the trail with an 8-foot-tall standard cyclone fence is approximately \$30 per linear foot, not including gates. This would be a total approximate cost of \$650,000 to fence either side of the 1.99 miles of proposed trail across City property. This cost does not include yearly maintenance of the fence line for down trees/branches, vandalism, etc. Additional gates may have to be installed along the fence for access and maintenance. The average cost of a new forestry gate installed is approximately \$10,000, not including any road work associated with the gate. The typical forestry security camera is a heavy-duty cellular trail camera, secured by a steel beer box and lock. These would be strategically placed near main access points or high traffic areas of trespassing. The average cost of a typical security camera set up is approximately \$500 per camera including accessories. These are only the minimal security measures identified; more may be necessary if these are not sufficient.

The greatest potential cost is associated with the loss of the unfiltered status of the drinking water supply if the regulatory body determines that this action results in increased risk that cannot be sufficiently mitigated. Losing the ability to remain unfiltered would require the City of Bremerton to construct filtration facilities, either conventional coagulation/flocculation/filtration or membrane filtration. Either approach could cost the utility ratepayers 10's to 100's of millions of dollars for construction and over a million dollars or more a year to operate and maintain.

Recommendations

It is our recommendation that a comprehensive feasibility assessment, taking all issues discussed above into consideration, be completed before pursuing a project of this nature. Given the costliest potential impact, loss of unfiltered status of the drinking water supply, it is imperative that the City consult closely with the State Department of Health to determine if equal or better protection of the water supply is reasonably achievable.



To: City of Bremerton
From: Mason, Bruce & Girard
Date: 12/11/2024
Re: Special Topic: Sustainable Timber Harvest Alternatives and Associated Revenue and Water Rate Impacts

Introduction

Sustainable harvest is defined as the volume of timber that can be harvested annually from a given land base on a perpetual basis without reducing the total merchantable volume. A sustainable harvest can be boiled down to mean: “harvest equals growth”. A key factor that must be considered when determining the sustainable harvest level is the rotation age. The lower the rotation age, the higher the annual harvest. Industrial forest owners that are tasked with maximizing net present value generally harvest when the discount rate exceeds the timber's growth rate, which occurs around age 40. Forest owners with values and goals that are not strictly driven by economics will set older rotation ages, which results in lower annual yields.

In order for the City of Bremerton to determine the appropriate level of harvest from their forestland, it is important to understand the options for harvest in the context of sustainability and other goals, and how decisions on harvest levels will affect associated revenue and impact water-rates. While the focus of this memorandum is sustainable harvest, serious consideration must also be given to how the harvest level and location of harvests will affect resource protection and the unfiltered surface water status of the City's drinking water.

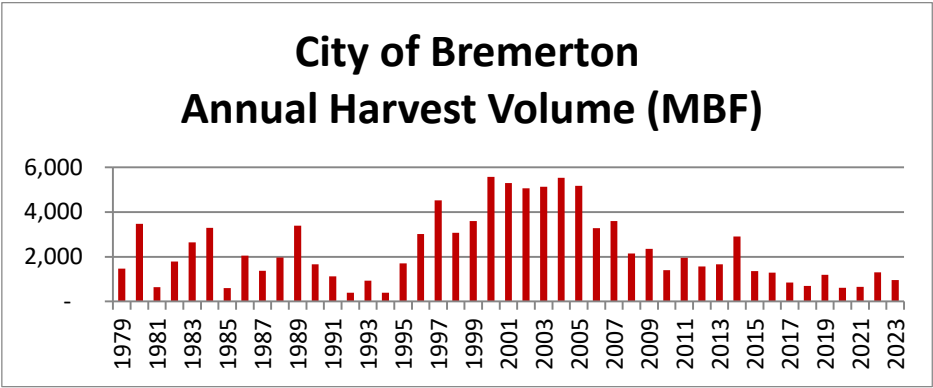
Background Information

Historic Harvest and Revenue Levels

Since 1979, the median¹ annual harvest level for the City of Bremerton is 1.8-million board feet (mmbf). Most of this volume has come from land outside the Union River Basin, which is the catchment area that produces drinking water for the City. In the Basin, protection of the resource is the primary goal, while harvest goals are secondary. Figure-1 illustrates the annual harvest levels since 1979.

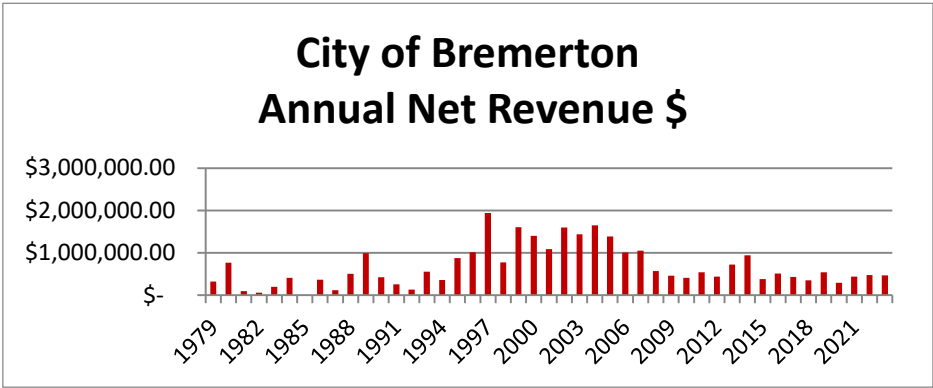
¹ Median instead of mean (average) values are used throughout this memo as the median is less sensitive to outliers and extreme values, which exist over the 45-year set of data.

Figure-1. Annual Harvest Volume² Since 1979



Since 1979, the median annual net revenue level for the City of Bremerton is \$507,000.00 (nominal dollars). Figure-2 illustrates the annual net revenue levels since 1979.

Figure-2. Annual Net Revenue Since 1979



² MBF = Thousand Board Feet

In the last 10-years the median annual harvest volume and median annual net revenue levels have been 1.1-mmbf and \$452,000.00, respectively. Figures 3 and 4 illustrate the fluctuation of harvest and revenue level by decade. Fluctuations were mainly a result of varying demands for revenue.

Figure-3. Median Annual Harvest Volume by Decade

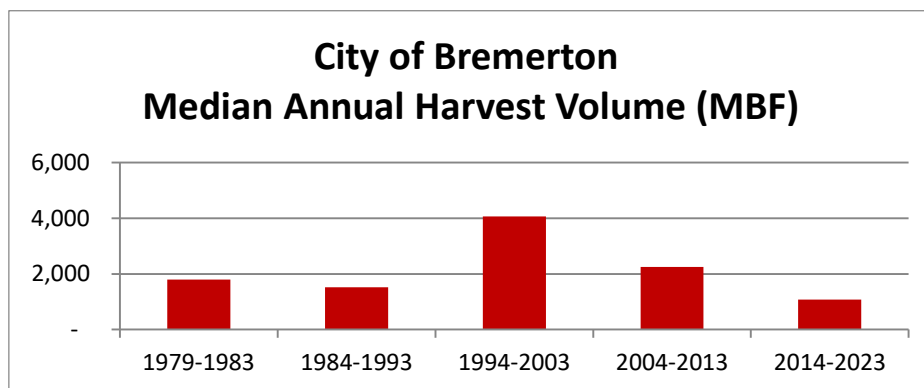
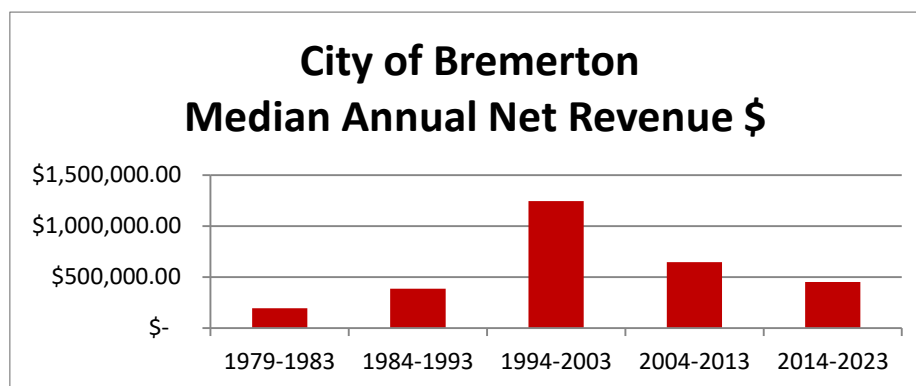


Figure-4. Median Annual Net Revenue by Decade



Historic Sustainable Harvest Calculations

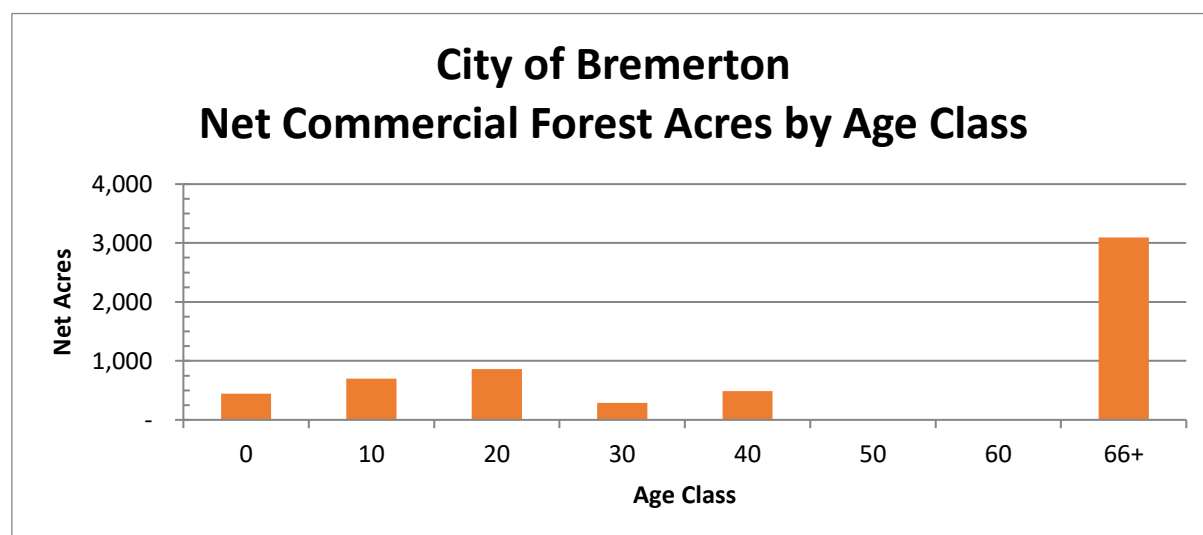
A 2006 analysis by the University of Washington (UW) College of Forest Resources, in conjunction with Washington Timber Management, Inc, using Landscape Management System (a forestry modeling program), provided the City with two separate guidelines for harvest from their timberlands. For land within the Union River Basin watershed, where water production is the main priority, the annual harvest level would be set at 500,000 board feet or 30% of the annual growth of 1.7-mmbf. Based on the 2005 inventory, this equates to a 100-year rotation within the actual watershed. For lands outside the watershed the annual sustainable harvest level was set conservatively at 2.4-mmbf, which was based on modeling that showed sustainable average annual harvest volumes outside the watershed could range from 2.5-3.0 mmbf.

A 2016 analysis by Lusignan Forestry provided 10-year guidelines for sustainable harvest levels for all harvestable timber owned by the City, based on either a 50 or 60-year rotation. The analysis assumed that all acres 30-years of age and greater were merchantable, and that all those acres would be cut in a given timeframe. The results were sustainable annual harvests of 2.6 and 3.1-mmbf for 60 and 50-year rotations respectively.

2024 Sustainable Timber Harvest Alternatives

There are 5,870 total net commercial forest acres owned by the City. Commercial forest is defined as that which can be potentially harvested and excludes roads, riparian areas, and non-forested areas. There are 3,579-acres older than 35 years of age, which are considered merchantable for the purpose of analyzing the sustainable harvest level. Figure-5 shows a breakdown of the net commercial acres by age class. Note that the inventory shows no new stands were established (following a clearcut) from 1956 through 1979, which is why there is a gap between the 40 and 66+ year age classes.

Figure-5. City of Bremerton Net Commercial Forest Acres by Age Class



There is 116.5-mmbf of volume in the merchantable category, greater than 35-years of age.

Based on the current merchantable and harvestable acreage of 3,579-acres, and a current total volume within that acreage of 116.5-mmbf, the even-flow sustainable harvest per year, across all commercial City timberland, for the next ten years would be:

- **Based on a 60-year rotation: 3.2-mmbf per year**
- **Based on a 50-year rotation: 3.8-mmbf per year**

If we check these sustainable harvest levels against the “harvest equals growth” definition of sustainable harvest, the available ‘commercial forest’ acres would need to be growing 543 thousand board feet (mbf) per acre per year for sustainable annual harvest of 3.2-mmbf on a 60-year rotation. For a 50-year rotation with a sustainable annual harvest of 3.8-mmbf, growth would need to be 651-mbf per acre per year. Based on the research done as part of the 2006 report, the Current Annual Increment (CAI) for all available acres

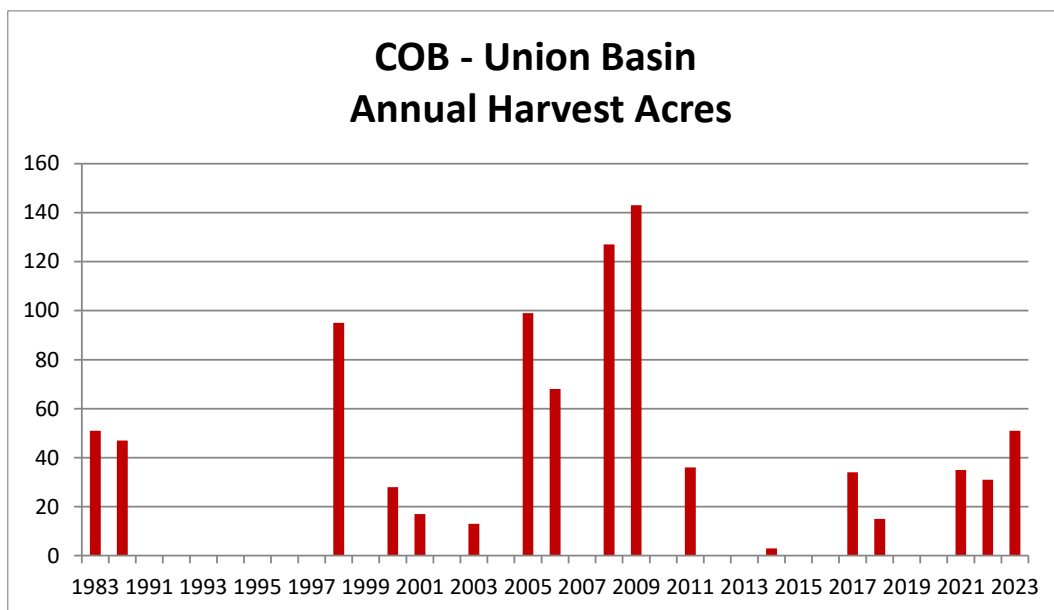
is 724 board feet per acre per year. Therefore, the even-flow sustainable harvest levels for either a 50 or 60-year rotation shown above are well within the annual growth level of the City's available 'commercial forest' lands.

Harvest Levels in Union River Basin and Other Utility Lands

The Union River Basin contains 2,817-acres of 'commercial forest', which is 48% of the total 'commercial forest' acres owned by the City, and contains 1,974-acres that are greater than 35-years of age, which is 55% of the total 'commercial forest' acres owned by the City that are greater than 35-years of age. If harvest occurred in the Union River Basin proportionally over the next 10-years, 1.8 to 2.1-mmbf would be harvested from land within the Union River Basin. This would more than triple the 500-mbf annual harvest level recommended in the 2006 UW report. Historically the City has harvested an average of roughly 25-acres per year within the Union River Basin, as shown in Figure 6. This represents an annual harvest within the Basin of roughly 750-mbf. Harvests within the Basin have been compatible with the resource protection necessary to maintain unfiltered surface water status of the City's drinking water. If the City continues to average 25-acres of harvest within the Union River Basin, and the goal for the Other Utility Lands remains either a 50 or 60-year rotation, the even-flow sustainable harvest per year for the next ten years would be:

- **Other Utility Lands 60-year rotation: 1.7-mmbf per year**
- **Other Utility Lands 50-year rotation: 2.0-mmbf per year**
- **Union River Basin Fixed Harvest Level: 25-acres per year (0.75-mmbf per year)**

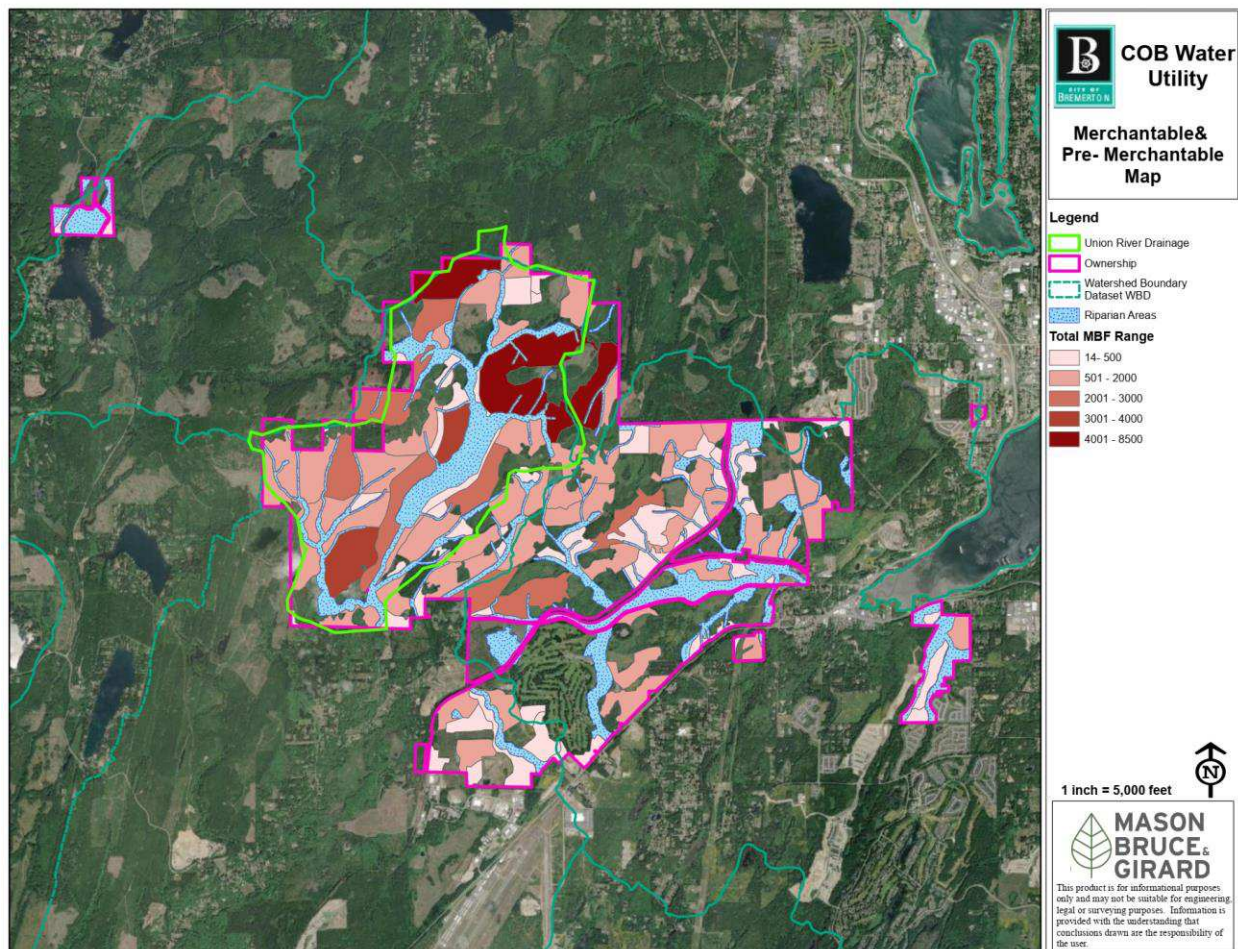
Figure-6. City of Bremerton Union River Basin Annual Harvest Acres



Harvest Alternatives and Revenue Impacts

Figure-6 shows the location of merchantable volume across City of Bremerton Utility Lands. There is a roughly equal distribution of merchantable volume within the Union River Basin and outside the Basin on other Utility Lands.

Figure-6. Merchantable Volume Distribution Across Bremerton Utility Lands



Below are alternatives for the City to consider when planning the future direction of timber harvesting on their Utility Lands. The alternatives in Table-1 include those which limit the harvest volume within the Union River Basin to 25-acres annually and lands outside the Basin are harvested on either a 50 or 60-year rotation. It is assumed that the value of the volume will equal the median per MBF value of the last 10-years, which is \$465 per MBF.

Table-1. Bremerton Utility Lands Sustainable Harvest Alternatives

Sustainable Alternative	Annual Volume (MBF)	Annual Estimated Net Revenue
No Harvest	0	\$ 0
Current Program	1,100	\$ 511,500
50yr Rotation Limited Union Basin Harvest	2,750	\$ 1,278,750
60yr Rotation Limited Union Basin Harvest	2,450	\$ 1,139,250

Water Rate Impacts

The City has engaged FCS Group as a part of the MB&G Team to specifically assess the potential impacts of the alternative sustainable harvest levels on water rates. The water rate assessment will be completed by FCS Group based on the alternatives presented here as well as other economic data and assumptions explored during development of the revised Utility and Forest Land Management Plan (UFLMP). Results will be presented concurrently with the draft UFLMP.

To: City of Bremerton
From: Mason, Bruce & Girard, Inc.
Date: 12/09/2024
Re: Special Topic: Carbon Project Considerations

Introduction

Carbon projects on forest lands provide land managers an option for generating revenue by increasing carbon stored in the forest. This memo provides background information on forest carbon projects, identifies key considerations for land managers interested in assessing carbon project opportunities, and provides a high-level assessment of the likelihood that a carbon project would result in additional revenue to the City of Bremerton.

How do carbon projects work?

Carbon projects, whether forest based or not, generate revenue through the creation and sale of “carbon credits.” A carbon credit represents one metric ton of carbon dioxide equivalent or CO₂e.¹ The number of carbon credits generated by a forest project depends on multiple factors including the scale of the project, the growth rate of the forest in the project area, and the baseline condition which the project is assessed against. The baseline condition is defined by a “protocol.” Under a carbon project, forest managers implement practices that result in forest carbon stocks higher than the baseline. In carbon project terms, the project provides “additionality.” Land managers engage a carbon developer (such as Anew, FiniteCarbon, or The Climate Trust) to develop a carbon project. The developer then works with a carbon registry (such as Verra or American Carbon Registry) to show compliance with the protocol. The developer then facilitates the sale of carbon credits on carbon market.

Carbon credits are traded on two broad types of markets, compliance markets and voluntary markets. Currently, forest carbon projects in Washington State are eligible for both types of markets, if the project meets the requirements of eligible protocols for a given market.

Forest carbon projects have different commitment periods. Projects designed for the compliance market require a commitment of 100 years. Voluntary market projects generally have a duration of 20-years or more. These periods typically extend from the time of credit generation. As a result, a project that generates credits, for example, five years after the project starts will have to last at least 25-years. Projects can be structured to generate credits at different times. In most cases, revenue from the credits is

¹ Equivalent in the sense of equivalent climate change impact as 1 metric ton of CO₂.

generated following storage of carbon by the project, however, some projects can be structured so payments occur prior to carbon storage at a discounted price.

The price of a carbon credit depends on the market. Carbon credit prices from the auction in the second quarter 2024 for the Washington State compliance market were \$29.92 per credit. This price is down from \$63.03 per credit in the third quarter of 2023. Forest carbon projects in Washington are eligible to sell credits in the California carbon market, the largest U.S. compliance market. In that market, prices at the August 2024 auction were \$30.24 per credit. In 2023, voluntary market improved forest management projects had an average carbon price of \$12.34,² though prices vary by project and protocol.

Forest carbon projects require monitoring and reporting, which would be an additional cost for the City and additional time for the Forestry Division to manage. This monitoring includes the establishment and remeasurement of permanent forest inventory plots. The protocol defines the density of the plots across the property and the frequency of measurement needed to meet protocol-determined accuracy targets. These inventories are usually more intensive than those commonly used by forest land managers. Reporting requirements are defined by the protocol, but typical reporting includes high-level annual reports and periodic in-forest carbon re-measurement. The cost of the inventory depends on the complexity of the land base. Lands with a variety of different forest types will be most expensive. The cost can be estimated during project development.

Project Scale

Projects usually must exceed 3,000 to 5,000 acres³ to generate enough credits to generate sufficient revenue to cover costs associated with the project, with better opportunities for revenue from projects over 10,000 acres. An exception to this would be protocols that allow aggregation of properties with different owners into a carbon project. However, no such protocol is applicable to Washington forest lands.

MB&G knows of no carbon project on municipal lands of similar scale to the City of Bremerton Utility Lands.

Protocol Options

Two types of protocols are applicable to forested lands – improved forest management and avoided conversion protocols.⁴ Of these, improved forest management is the only protocol potentially applicable to the City of Bremerton Utility Lands, since the lands have no risk of conversion to other use due to the need to protect the City's drinking water resource.

² <https://www.newprivatemarkets.com/data-snapshot-pricing-on-the-voluntary-carbon-market/>

³ E.g., a 3,500 acre project developed by the climate trust in coastal Oregon
<https://climatetrust.org/projects/coastal-edge-forest/>

⁴ Afforestation protocols also exist but these are applicable to lands that have lost forest cover due to natural disturbance or conversion to another land use and would store more carbon if planted with trees.

The improved forest management protocols do not specify particular management regimes for a project area, just the baseline. Forest managers then develop plans to manage in a manner to increase carbon storage on the property or maintain already existing carbon stocks above baseline levels. In the Pacific Northwest, extending harvest rotations is the most common method to do this.

Developing a Project

Land managers, in conjunction with a carbon project developer, can assess multiple potential management regimes against the baseline to calculate the number of credits that could be generated. Once a management regime is selected the land manager and project developer work with a “carbon registry” to get the project approved and credits issued. The registry ensures the proposed project complies with the protocol and that the additionality calculation is accurate for the project area. The registry also tracks ownership, issuance, retirement, and transfer of carbon credits.

Carbon Project Potential on City of Bremerton Utility Lands

In order to fully assess the potential of City of Bremerton Utility Lands for a carbon project, an in-depth analysis is needed. However, a preliminary analysis indicates that the net revenue generating potential of a carbon project on the Utility Lands is low. The total area of the Utility Lands is at or near the breakeven point beyond which the project would become profitable. In addition, as a public land manager, the baseline for these lands is likely to assume higher forest carbon stocks than for private lands in western Washington. The current harvest intensity on Bremerton’s lands is relatively low. As a result, the potential additional carbon storage is lower than on more intensively harvested lands. Less potential additionality reduces the number of credits that can be generated and therefore the total potential revenue.

Certain changes to carbon protocols or carbon markets could increase the potential revenue from a project on in the Bremerton Utility Lands. For example, if carbon protocols that allow project aggregation for monitoring are introduced in Washington, the cost of project implementation could be reduced. Alternatively, a significantly increased carbon unit price would increase the revenue potential. If, or when, these protocol and market changes may occur is unknown.

Attachment 1

Follow-up questions from Advisory Committee Meeting #3, September 9, 2024

- 1) Initiative 2117 would repeal the 2021 Washington State Climate Commitment Act. It would prohibit state agencies from implementing any cap and trade or cap and tax programs. If the initiative passes, would a carbon credit program even be possible on the City's lands?

Yes. The City could develop a carbon program for the voluntary market or the California compliance market.

- 2) Is a carbon project permanent? Is there potential for the City to need to harvest for forest health in the future and then not be able to?

Carbon projects are not permanent. Projects have terms generally from 20 to 100 years depending on the protocol and market. Carbon projects are not strictly no harvest programs. The protocols allow for harvest to continue, though this does affect the number of carbon credits generated for sale. In the case of a forest health issue that would be resolved through harvest, if the harvest exceeds what can be done under the project, the number credits generated would be reduced or penalties may be incurred. The exact details would depend on the situation.

- 3) Is there research into what we could be doing to increase carbon sequestration or is the science still fairly new?

There is science available regarding carbon sequestration in forests and wood products and potential impacts of forestry on atmospheric carbon. The results differ depending on the scope of the analysis and the timescale. Significant research continues on this topic.



To: City of Bremerton
From: Mason, Bruce & Girard, Inc. Technical Team
Date: 12/10/2024
Re: Special Topic: 20-Year Capital Improvement Plan

Introduction

A critical aspect of forest management is the development and management of the infrastructure necessary to execute the forest operations that are conducted to achieve the overall goals for the forest, including resource protection. The main infrastructure on any forest property is the road system, which includes culverts, bridges, and the actual roads and road surfaces. Other infrastructure may include gates, fencing, security systems, and buildings. The Forestry Division is responsible for the installation, maintenance and upkeep of infrastructure, including working with the City Facilities Division to maintain the Forestry Division office and buildings at the City of Bremerton Pipe Yard located on Belfair Valley Road.

All capital costs associated with Water Utility-owned properties and facilities, including Forestry assets, are part of the master 20-year Water Utility Capital Improvement Plan (CIP). The 20-year plan developed here will include only those assets associated with the Forestry Division.

Background Information

City of Bremerton owned forest lands contain a robust and well-maintained road system. Most roads are rocky, all season roads, with a small component of trails and dirt spur-roads that are appropriate for seasonal use. There is a total of 64.9-miles of mapped roads within the City's Utility Lands, not including trails and minor spur-roads. This road system includes a total of nine bridges, all of which have been field verified and confirmed to be currently sound and functional. There are 256 mapped culverts on the City's Utility Lands, varying in size from 18 to 66-inches in diameter (See Figure-1). Other assets include but are not limited to the biosolids storage sites and trails, forestry equipment and equipment storage facilities, the forestry division office building and compound, and forest gates. Table-1 shows planned capital improvements and costs from 2025 to 2045.

707 SW Washington Street, Suite 1300 • Portland, OR 97205
503-224-3445 www.masonbruce.com

Capital Asset Projects	Proposed Improvement	Estimated Total Project Budget	Description
Forestry Bridge Load Rating/Repairs	Bridge Assessments	\$ 350,000.00	Biannual assessment from a licensed Engineer inspect all Forestry Bridges and provide recommendations on repairs or replacement. Also includes additional funds to have Forestry Staff conduct maintenance as recommended by Engineer.
2000 Road Culvert Replacement	Replace Culvert	\$ 335,000.00	Replace undersized culvert that was recently determined to be Fish passable. This project is to replace it either with bridge or larger culvert depending on what contracted Engineer determines.
McKenna Falls Forestry Office Major Improvements	Roof Replacement	\$ 20,000.00	Roof replacement for Forestry Office. Projects like this for Forestry managed structures are identified by the City's Facility Division and paid for out of the Water Capital budget.
Roll up building at City Pipe Yard(4398 W. Belfair Valley RD) Major Improvements	Fire Alarm Installation	\$ 20,000.00	Installation of Fire Alarm system.
<i>Biosolids Pond Roof Cover Structural Assessments & Repairs*</i>	<i>Assessment and Repairs</i>	<i>\$ 80,000.00</i>	<i>Structural Engineer assessing all 3 Biosolid Pond Roof Covers and making recommendations for repairs.</i>
<i>Biosolids Pond Vehicle New Storage Buildings*</i>	<i>Building Construction</i>	<i>\$ 240,000.00</i>	<i>Construction of three pole barn like structures that will be used for vehicle storage at the Biosolid Ponds.</i>
Watershed / Utility Security Evaluation Plan and Enhancements	Security Evaluation, Proposed Gate Improvements	\$ 2,150,000.00	To conduct the 5 Year Security Evaluation Plan as required by regulations. These funds are also available for Security improvements such as gate repairs/construction, new security cameras or other upgrades suggested by the plan.
Utility Land Management Plan	Utility Land Management Plan Update	\$ 771,112.00	Updates to the Utility Land Management Plan every 10 years as necessary.
Forest Management Plan	Forest Management Plan Updates	\$ 800,000.00	Updating the Forest Management Plan based upon recommendations from the Utility Land Management Plan Updates.
Union River Drainage Stream Mapping	Stream Mapping Assessment	\$ 60,000.00	Have a consultant GPS and inventory all streams that feed into the Union River Reservoir on City of Bremerton Property.
<i>Forest Bridge Replacement*</i>	<i>Replace 5400 Rd Bridge</i>	<i>\$ 200,000.00</i>	<i>Licensed engineer to develop plans and installation of concrete bridge.</i>
<i>Culvert Replacement*</i>	<i>Replace Culverts</i>	<i>\$ 15,000.00</i>	<i>Replace 6 culverts, flagged for replacement by forestry division.</i>
Forestry Machinery/ Equipment	Equipment Funds	\$ 525,000.00	Annual funds available for accessories or small equipment needed for Forestry owned equipment.
<i>*New Proposed Projects</i>			
2025 - 2045 Total		\$ 5,566,112.00	

Table 1: Planned and Proposed 20-year Capital Improvements

Issue Assessment

The culverts on City Utility Lands have been well maintained, are currently in good overall condition, and should be monitored periodically to ensure they are replaced when appropriate. Periodic culvert installation or replacement could be considered part of road maintenance and not necessarily a capital improvement as it is a relatively minor expense.

Bridges are a significant expense and improvement to the Utility Lands and should be considered a capital improvement. Out of the nine bridges on Utility Lands, one will need to be updated or replaced within the next 20-years. Bridge #9 (5400-Road Bridge) is located roughly one-half mile north of Union Reservoir (See Figures 2, 3, 4).

Timing and Cost

The bridge that will need to be replaced is currently functional and does not require immediate attention, but the replacement should be completed within the next 20-years as determined by the Forestry Manager. The cost for this replacement can fluctuate greatly as material costs can change dramatically over time. Bridge #9 is roughly 60-feet long and currently composed of wood and steel. We recommend replacing with concrete, which will be more durable than steel. The estimated cost of a single concrete bridge, including installation is approximately \$175,000.00. In addition to the actual infrastructure cost, engineered plans will need to be developed by a licensed engineer as part of the permit process. The cost estimate for these plans is \$15,000.00.

Figure-1. Bridge-9



Figure-2. Bridge-9



Figure-3. Bridge-9





To: City of Bremerton
From: Mason, Bruce & Girard
Date: 12/9/2024
Re: Special Topic: Staffing

Introduction

The City's Forestry Division manages all aspects of forestry on the 7,940 acres of Utility Lands. This includes but is not limited to road maintenance, silviculture, harvest layout, contract administration, budgeting, harvest scheduling, wildlife management, biosolids applications, security, and other functions. The Forestry Division works closely with the Water Utility Manager on security management and drinking water source protection and works collaboratively with other City divisions on various projects as needed.

Background Information

There are currently a staff of four full time positions and one seasonal position within the Forestry Division. This includes a Forestry Manager, a Forestry Service Specialist Supervisor, two Forestry Service Specialists/Senior positions, and a seasonal Forestry Intern. The job descriptions are as follows.

Forestry Manager

Salary Range: \$107,619.84-\$131,124.24 Annually.

This position manages the Forestry Division of the Department of Public Works and Utilities. This position is responsible for all aspects of management of the Utility Lands outside the City's urban boundaries. Some of the duties of this position include but are not limited to Forestry Division management, biosolids program management, special project management, land management, and inter-departmental/agency coordination. This position also currently provides review of forest practices permits to support the City's Department of Community Development and provides support to Utility Land leases with tree removal/management (example, Gold Mtn Golf Course).

Forestry Service Specialist Supervisor

Salary Range: \$45.36-\$53.50 Hourly

This position works under the supervision of the Forestry Manager and manages on-the-ground operations. Some of the duties of this position include but are not limited to managing timber harvest activities, revenue generation, security management, supervising and training forestry service specialists and interns, road maintenance, special projects, water quality protection, and biosolids application.

Forestry Service Specialist/Senior

Salary Range: \$28.20-\$38.45 Hourly

This position works under the supervision of the Forestry Service Specialist Supervisor. Some of the duties include but are not limited to operating specialized heavy equipment, road construction and maintenance,

biosolids application, timber harvest activities, revenue generation, security management, special projects, and silviculture applications.

Forestry Intern

Salary Range: \$20.00-\$25.00 Hourly, Full Time Seasonal (4-6 Months)

This position works under the supervision of the Forestry Service Specialist Supervisor. Some of the duties include but are not limited to reforestation surveys, stream survey work, GPS work, road construction and maintenance, manual labor, operating hand tools, and operating small equipment to help maintain the forestry equipment, buildings, and grounds.

The budgeted personnel cost for the entire Forestry program, including benefits, overtime and the seasonal position is \$622,649.

Issue Assessment

There are no identifiable issues with the current staffing level within the Forestry Division. Forest management by nature is extremely complex and ever changing due to multiple management objectives, advancing technology, increased or changing rules and regulations, and adjacent land use and development. The scale and level of complexity within the City's Utility Lands easily justifies the current staffing levels and cost to continue to ensure successful management of all aspects of forestry and protection of water quality. Continued use of the current staffing structure, outlined duties, and organization, and implementation of treatments and applications should ensure successful achievement of the City's management objectives.

Findings and Recommendations

It is our recommendation that the forestry staffing levels stay the same or increase based on the current needs of the forestry division. An increase in staff, specifically having two separate positions, a Forestry Equipment Specialist/Senior, and a Forestry Specialist/Senior, would create a more effective and self-contained workflow for the forestry division. Fitting staff to specific roles would allow individuals to focus on developing and mastering certain specialized skills versus a more general role where skills become less refined. This recommendation would improve the overall management of the watershed and improve the protection and stewardship of clean drinking water and successful fulfillment of the City's other management objectives.

The City should continue to actively monitor current pay scales for similar forestry positions within the region to stay competitive in terms of wages, specifically within other City divisions. This will help to minimize staff turnover and increase longevity and cumulative forestry experience within the Forestry Division staff.

We recommend increasing the minimum qualifying education and forestry specific experience, required for the Forestry Service Specialist position. This will ensure proper knowledge and experience when hiring new staff and will reduce the amount of training necessary during onboarding, which will reduce the workload of the Forestry Service Specialist Supervisor and Forestry Manager.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:

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

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Public Works & Utilities

Presenter: David Powell

Phone: (360) 979-7682

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

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

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

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

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

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

RECOMMENDED MOTION: Move to award the contract for the 2025 Sewer Rehabilitation project to Insituform Technologies, LLC in the amount of \$771,557.97, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CONTRACT

(Page 1 of 3)

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

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

ARTICLE 1. WORK.

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

ARTICLE 2. CONTRACT TIMES.

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

ARTICLE 3. LIQUIDATED DAMAGES.

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

ARTICLE 4. CONTRACT PRICE.

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

ARTICLE 5. PAYMENT PROCEDURES.

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

Contractor Initials

CONTRACT

(Page 2 of 3)

ARTICLE 6. CONTRACT DOCUMENTS.

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

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

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

ARTICLE 7. INDEMNIFICATION.

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

Contractor Initial

CONTRACT

(Page 3 of 3)

ARTICLE 8. ASSIGNMENT

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

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

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

CITY : City of Bremerton

CONTRACTOR Insituform Technologies, LLC

(Signature)

(Signature)

By Greg Wheeler, Mayor
(Printed name)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

Agent for service of process:

(Signature)
City Attorney
(Title)

CONTRACT CERTIFICATE (IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

Secretary

(SEAL)

CONTRACT CERTIFICATE (IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

Partner

(SEAL)

CONTRACT CERTIFICATE (IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

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

Managing Partner

(SEAL)

CONTRACT CERTIFICATE (IF LIMITED LIABILITY COMPANY)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

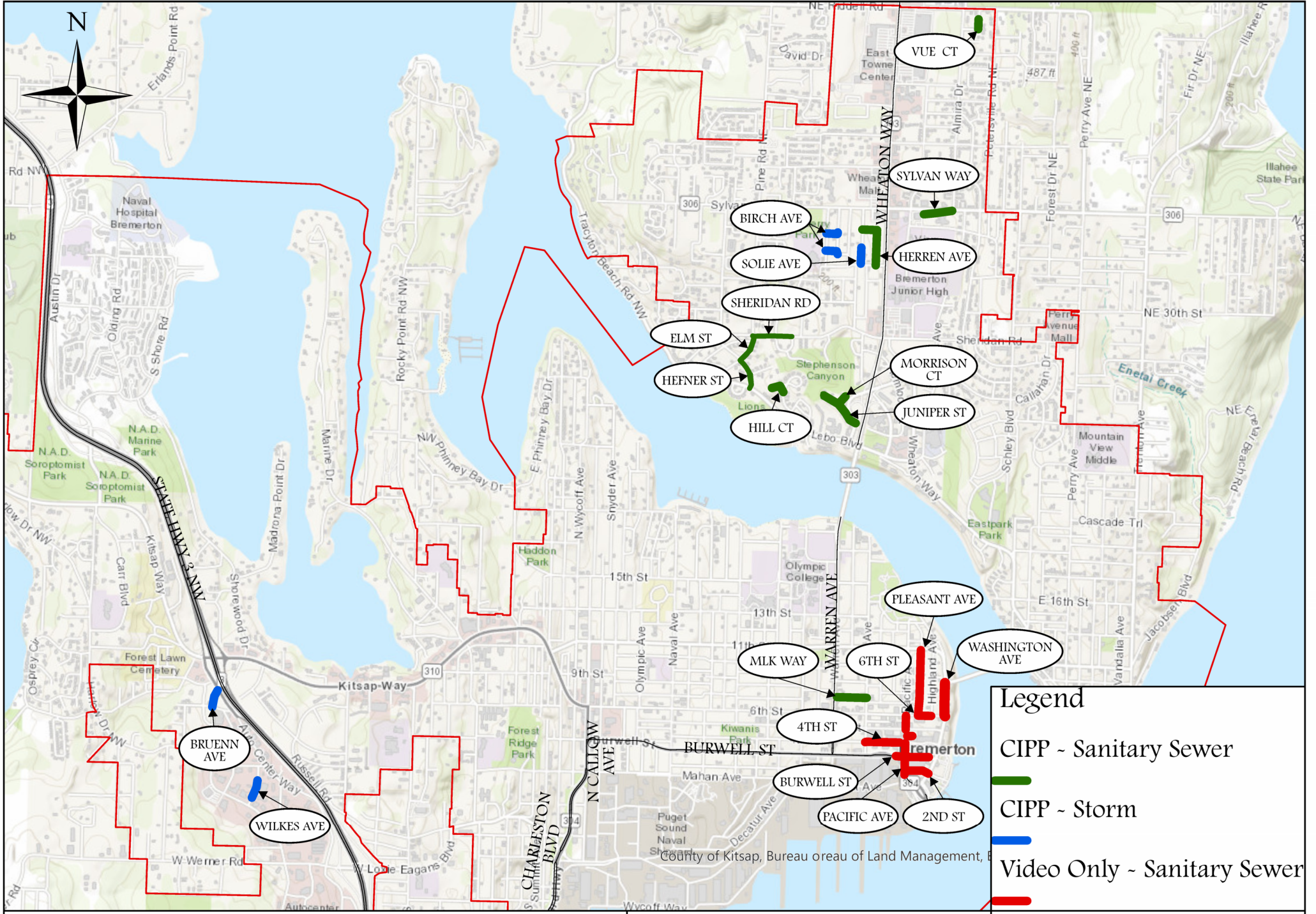
IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2025.

A Limited Liability Company

By: _____
Member

By: _____
Member

(SEAL)



2025 SEWER REHABILITATION

Project Location Map

CITY OF BREMERTON

DEPARTMENT OF PUBLIC WORKS & UTILITIES
ENGINEERING DIVISION

EXHIBIT BY: RMK DATE:03/14/25

CHECKED BY: DEP DATE: 03/17/25

Legend

CIPP - Sanitary Sewer

CIPP - Storm

Video Only - Sanitary Sewer

0 2,500 5,000



Feet

CITY OF BREMERTON BID TABULATION

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

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

SUMMARY

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT:

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

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

SUMMARY:

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

ATTACHMENTS:

1. Contract
2. Vicinity Map
3. Bid Tabulation

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

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

RECOMMENDED MOTION:

Move to approve the contract with Northwest Cascade, Inc. in the amount of \$1,366,366.00 for the Francis Street Outfall Stormwater Treatment Project and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CONTRACT

(Page 1 of 4)

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

Northwest Cascade, Inc.
(hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK.

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

ARTICLE 2. CONTRACT TIMES.

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

ARTICLE 3. LIQUIDATED DAMAGES.

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

ARTICLE 4. CONTRACT PRICE.

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

ARTICLE 5. PAYMENT PROCEDURES.

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

Contractor Initials

CONTRACT

(Page 2 of 4)

ARTICLE 6. CONTRACT DOCUMENTS.

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

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

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

ARTICLE 7. INDEMNIFICATION.

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

Contractor Initials

CONTRACT

(Page 3 of 4)

ARTICLE 8. ASSIGNMENT

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

ARTICLE 9. THIRD PARTY BENEFICIARY

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

ARTICLE 11 ADA STATEMENT

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

Contractor Initials

CONTRACT

(Page 4 of 4)

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

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

CITY: City of Bremerton

CONTRACTOR: _____

By _____

By

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

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

License No. _____

Approved as to Form:

Agent for service of process:

(Signature)

(Title)



FRANCIS STREET OUTFALL
STORMWATER TREATMENT
PROJECT VICINITY MAP

MARCH 31, 2025

CITY OF BREMERTON BID TABULATION

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

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

SUMMARY

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

SUBJECT:

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

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5380

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

ATTACHMENTS: None

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

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

RECOMMENDED MOTION:

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

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

SUBJECT:

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

Study Session Date: April 9, 2025

COUNCIL MEETING Date: April 16, 2025

Department: Legal

Presenters: Brett Jette, Assistant
City Attorney

Phone: (360) 473-2345

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

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

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

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

RECOMMENDED MOTION: Move to approve the Interlocal Agreement and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

Form Updated 04/19/2024

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

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

RECITALS

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

AGREEMENT

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

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

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

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

6 COMPENSATION.

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

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

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

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

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

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

10 INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **INDEPENDENT CAPACITY.**

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

19 **PUBLIC RECORDS ACT**

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

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

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

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

SUQUAMISH INDIAN TRIBE OF THE
PORT MADISON RESERVATION

CITY OF BREMERTON

Leonard Forsman, Chairman

Greg Wheeler, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Irene Carper, Secretary

Angela Hoover, City Clerk

Approved as to form:

Approved as to form:

Timothy W. Woolsey, Tribal Attorney

Kylie J. Finnell, City Attorney

ATTACHMENT A SCOPE OF SERVICES

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

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

**ATTACHMENT B
THE PROPERTIES**

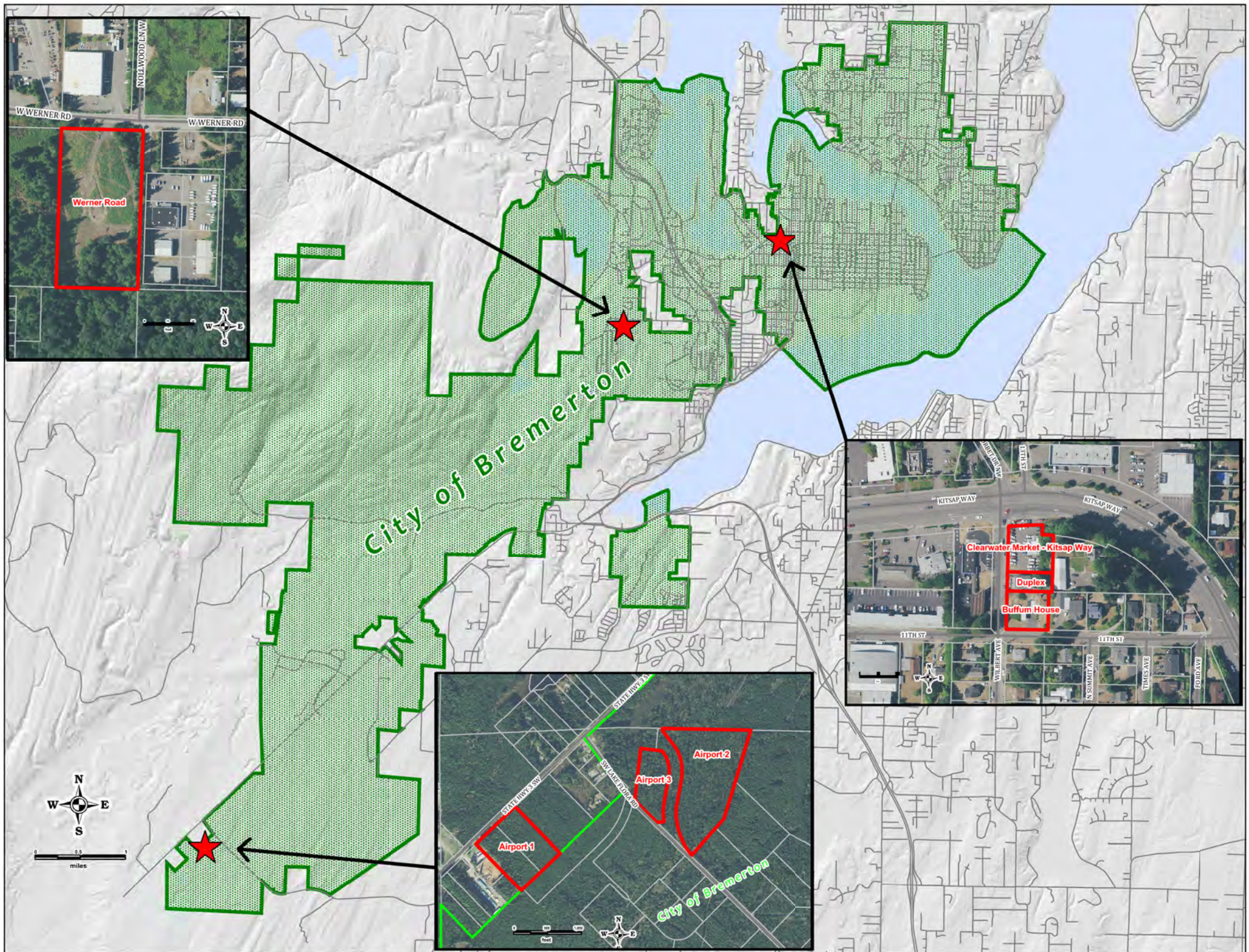
The City of Bremerton (“City”) will provide the Services described in this Agreement at the following properties:

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

ATTACHMENT C COMPENSATION

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

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



SUBJECT:

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

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

SUMMARY:

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED MOTION:

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

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

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

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

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

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

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

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

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

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

EXHIBIT A

LODGING TAX ADVISORY COMMITTEE 2025 FUNDING RECOMMENDATIONS

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