



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

***** A M E N D E D *****

JANUARY 22, 2025

CITY COUNCIL STUDY SESSION

5:00 PM in COUNCIL CONFERENCE ROOM 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to City.Council@ci.bremerton.wa.us. Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **February 5, 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 and Passcode: 857582*

A. INFORMATION ONLY PRESENTATION

1. Puget Sound Energy Pole Mounted Electric Vehicle Charging Stations Program Overview – Public Works & Utilities Director Tom Knuckey; Kate Hartgering and Kerrie McNeal, PSE

B. AGENDA BILL BRIEFINGS

1. Approval for Fire Department to apply for FEMA Assistance to Firefighter Grant
2. Approval for Police Department to apply for Edward Byrne Memorial Justice Assistance Grant
3. Agreement with Schneider Water Services for the Well 9A Drilling Project
4. Contract Modification No. 6 with Parametrix, Inc. for Engineering Services During Construction for the Kitsap Lake Park Renovation Project
5. Contract Modification No. 3 with Parametrix, Inc. for Engineering Services During Construction for the Haddon Park Renovation Project
6. Amendment No. 3 to Claims Administration Agreement with Helmsman Management Services LLC dba Eberle Vivian, Inc.
7. Ordinance to amend BMC Chapter 2.09 relating to the Department of Financial Services
8. Ordinance to correct legislative markup errors in Ordinance No. 5506 *Item added*
9. Supplemental Agreement No. 4 with HDR Engineering, Inc. for the Naval Avenue: 1st Street to 15th Street Pedestrian & Bicycle Enhancements Project (*Continued discussion...*)

C. GENERAL COUNCIL BUSINESS

1. Lodging Tax Advisory Committee Briefing (*Last Meetings 12/12/24 & 1/10/25*) – Chair Chamberlin
2. Public Works Committee Briefing (*Last Meeting 1/21/25*) – Chair Rebelowski
3. Discussion on Proposed Topics for February 8 Joint Planning Session – President Younger
4. Regional and Other Committee/Board Briefings
5. Other General Council Business (*As necessary, and as time allows...*)

Continued on next page...



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

D. **EXECUTIVE SESSION**

1. 15-Minutes to discuss Pending Litigation as allowed under RCW 42.30.110 (1)(i); and no action is anticipated *Item added*

E. **ADJOURNMENT OF STUDY SESSION**

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Puget Sound Energy Pole
Mounted Electric Vehicle Charging Stations
Program Overview

Study Session Date: January 22, 2025

Presenter: T. Knuckey, Kate
Hartgering & Kerrie
McNeal (PSE)

Phone: (360) 473-2376

SUMMARY: PSE is partnering with local communities to install pole-mounted electric vehicle charging stations in the right-of-way for public use. PSE will present an overview of the program along with their plans for community engagement, location selection, and timeline to implement the program in Bremerton.

HANDOUTS:

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:

Approval for Fire Department to apply for
FEMA Assistance to Firefighter Grant

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5380

SUMMARY: The Fire Department would like to apply for an Assistance to Firefighter Grant (AFG) through FEMA to purchase Four FERNO Power Stair chairs. This grant requires a 10% city match. The total grant request is for \$52,647.72. The City's portion would be \$5,264.77.

ATTACHMENTS: None

FISCAL IMPACTS (Include Budgeted Amount): The fiscal impact would be \$5,264.77. This would come out of the Fire budget.

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

RECOMMENDED MOTION:

Move to authorize the Bremerton Fire Department to submit an Assistance to Firefighter Grant application through FEMA for the purchase of four FERNO Power Stair chairs.

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT:

Approval for Police Department to apply for
Edward Byrne Memorial Justice Assistance
Grant

Study Session Date:	<u>January 22, 2025</u>
COUNCIL MEETING Date:	<u>February 5, 2025</u>
Department:	<u>Police</u>
Presenter:	<u>Lt. Ryan Heffernan</u>
Phone:	<u>(360) 473-5777</u>

SUMMARY:

The Bremerton Police Department is applying for the local solicitation of the Edward Byrne Memorial Justice Assistance Grant (JAG). Funding has been used to help fund the salary for the position in the Community Resources Unit. The grant will allow the City to continue with the Unit and its crime prevention function and programs. The grant is from the Department of Justice. No matching funds are required of the City. Bremerton PD will request \$14,524.00 from the DOJ.

ATTACHMENTS: Edward Byrne Memorial Justice Assistance Grant Application

FISCAL IMPACTS (Include Budgeted Amount): None

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

RECOMMENDED MOTION:

Move to approve the Edward Byrne Memorial Justice Grant, and to 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

Joseph Sexton

From: do-not-reply@usdoj.gov
Sent: Tuesday, October 22, 2024 1:25 PM
To: Joseph Sexton
Subject: Entity Application Submitted

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



JUSTgrants
JUSTICE GRANTS SYSTEM

Your application GRANT14283310 has been successfully submitted for BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation on 10-22-2024 04:22 PM ET

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Grant Package

(

14283310

)

SUBMITTED

Comp # (C-BJA-2024-00092-PROD)

Due

October 22, 2024 8:59:00 PM EDT

Actions

Print

Information

Grant Package

Application Versions

Standard Applicant Information (JustGrants 424 and General Agency Information)

Funding Opportunity

Federal Agency Name

Bureau of Justice Assistance

Funding Opportunity Number

O-BJA-2024-172239

Funding Opportunity Title

BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

Competition Identification Number

C-BJA-2024-00092-PROD

Competition Identification Title

Category 2- Applicants with eligible allocation amounts of \$25,000 or more

Due Date

October 22, 2024 8:59:00 PM EDT

Project Information

Project Title

Sustain the Community Resource Unit and its crime prevention functions.

Federal Estimated Funding (Federal Share)

14524.0

Total Estimated Funding

14524.0

Areas Affected by Project (Cities, Counties, States, etc.)

City of Bremerton

Proposed Project Start Date

1/1/25

Applicant Estimated Funding (Non-Federal Share)

0.0

Proposed Project End Date

9/30/26

Program Income Estimated Funding

0.0

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

no value

Type of Applicant 3: Select Applicant Type:

no value

Other (specify):

no value

Application Submitter Contact Information

Application POC Prefix Name

Mr.

Application POC First Name

Joseph

Application POC Middle Name

no value

Application POC Last Name

Sexton

Application POC Suffix Name

no value

Organizational Affiliation

no value

Title

Community Resource Specialist

Email ID

joseph.sexton@ci.bremerton.wa.us

Phone Number

360-473-5231

Fax Number

no value

ORINumber

no value

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372?

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

**SF424 Attachments **

(4)

Name

[Form SF424_4_0-V4.0.pdf](#)

Date Added

10/16/24

These are at the end of
the application

Name

[Form SFLLL_2_0-V2.0.pdf](#)

Date Added

10/16/24

Name

[SF424_4_0-1234-Areas Affected By Project.docx](#)

Date Added

10/16/24

Name

[GrantApplication.xml](#)

Date Added

10/16/24

Authorized Representative

Authorized Representative Information

Prefix Name

Mr.

First Name

Tom

Middle Name

E

Last Name

Wolfe

Suffix Name

no value

Title

Chief

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF BREMERTON

Doing Business As

UEI

HV84RG6NYNG4

Legal Address

Street 1

100 OYSTER BAY AVE

Street 2

City

BREMERTON

State

WA

Zip/Postal Code

98312

Congressional District

06

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Joseph Sexton

Certification Date / Time

10/22/2024 04:24 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

The city of Bremerton, Washington will use JAG funds to maintain and develop crime prevention activities and initiatives for the City, its downtown city core, and seven (7) Council Districts.

Data Requested with Application

Financial Management and System of Internal Controls

Background

Unique Entity Identifier (UEI) Number:

HV84RG6NYNG4

Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

No

Audit Information

Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

no value

If the answer to the question below is "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

no value

With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

no value

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

no value

Has the applicant entity undergone any of the following types of audit(s)? Please check all that apply:

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Yes

Financial Statement Audit

Yes

Defense Contract Agency Audit (DCAA)

no value

Other Audit and Agency

no value

None

no value

If Other Audit and Agency - list type of audit:

no value

Most Recent Audit Report Issued:

Within the last 12 months

Name of Audit Agency/Firm:

Washington State Auditor's Office

Auditor's Opinion

On the most recent audit, what was the auditor's opinion?

Unqualified Opinion

Enter the number of findings (if none, enter "0"):

1

Enter the dollar amount of questioned costs (if none, enter "0"):

0

Were material weaknesses noted in the report or opinion?

No

Accounting System

Which of the following best describes the applicant entity's accounting system:

Combination of manual and automated

Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes

Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes

Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes

Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?

Yes

Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?

Yes

Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?

Yes

Property Standards and Procurement Standards

Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award fund (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?

Yes

Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

Yes

Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

Yes

Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

Yes

Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity/individual that is suspended/debarred from such contracts, including provisions for checking the "Excluded

Parties List" system (www.sam.gov) for suspended/debarred sub-grantees and contractors, prior to award?

Yes

Travel Policy

Does the applicant entity maintain a standard travel policy?

Yes

Does the applicant entity adhere to the Federal Travel Regulation (FTR)?

Yes

Subrecipient Management and Monitoring

Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

N/A - Applicant does not make subawards under any OJP awards

Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

N/A - Applicant does not make subawards under any OJP awards

Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

N/A - Applicant does not make subawards under any OJP awards

Designation as High Risk by Other Federal Agencies

Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ?

No

Name(s) of the federal awarding agency:

no value

Date(s) the agency notified the applicant entity of the "high risk" designation":

no value

Enter in the contact information for the "high risk" point of contact at the federal agency:

no value

Name:

no value

Phone:

no value

Email:

no value

Reason for "high risk" status as set out by the federal agency:

no value

Certification on Behalf of the Applicant Entity

This certification must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority.

no value

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority to make this certification on behalf of the applicant entity.

no value

Name:

Michael Riley

Date:

20241022

Title:

Chief Financial Officer

Please specify your title:

no value

Phone:

360-473-5303

Proposal Narrative

AT END OF APPLICATION

Name

[Proposal Narrative 2024.docx](#)

Category

Proposal Narrative

Created by

Joseph Sexton

Date Added

10/22/2024

Budget and Associated Documentation

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

no value

Budget / Financial Attachments

Budget Worksheet and Budget Narrative (attachment)

AT END OF APPLICATION

Name

[Budget Narrative 2024.docx](#)

Category

Budget Worksheet and Budget Narrative (attachment)

Created by

Joseph Sexton

Date Added

10/22/2024

Name

[Budget Detail Worksheet 2024.xlsm](#)

Category

Budget Worksheet and Budget Narrative (attachment)

Created by

Joseph Sexton

Date Added

10/22/2024

Indirect Cost Rate Agreement (if applicable)

Employee Compensation Waiver

Additional Attachments

Memoranda of Understanding (MOUs) and Other Supportive Documents

Additional Application Components

Tribal Authorizing Resolution

Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosure and Assurances

→ AT END OF APPLICATION

Name

[Form SFLLL 2 0-V2.0.pdf](#)

Category

LobbyingActivitiesDisclosure

Created by

no value

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances

NOT NEEDED FOR THIS APPLICATION

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968

(34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

Signed

SignerID

joseph.sexton@ci.bremerton.wa.us

Signing Date / Time

10/22/24 4:20 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

1.

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

Certified

SignerID

joseph.sexton@ci.bremerton.wa.us

Signing Date / Time

10/22/24 4:20 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or

fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge

Signed

SignerID

joseph.sexton@ci.bremerton.wa.us

Signing Date / Time

10/22/24 4:21 PM

Other

Name

[Areas Affected By Project 2024.docx](#)

Category

Other Attachments

Created by

Joseph Sexton

Date Added

10/22/2024

Certified

Application Attachments

Name

Category

Created by

Date Added

[Entity Application Submitted](#)

ALL ATTACHED

Correspondence

Joseph Sexton

10/22/2024

[Entity Application Submitted](#)

Correspondence

Joseph Sexton

10/22/2024

[Areas Affected By Project 2024.docx](#)

Other Attachments

Joseph Sexton

10/22/2024

[Research And Evaluation Statement 2024.docx](#)

Research and Evaluation Independence and Integrity Statement

Joseph Sexton

10/22/2024

[Budget Narrative 2024.docx](#)

Budget Worksheet and Budget Narrative (attachment)

Joseph Sexton

10/22/2024

[Budget Detail Worksheet 2024.xlsm](#)

Budget Worksheet and Budget Narrative (attachment)

Joseph Sexton

10/22/2024

[Proposal Narrative 2024.docx](#)

Proposal Narrative

Joseph Sexton

10/22/2024

[Action Required: Application GRANT14283310 Deadline Approaching](#)

Correspondence

Agent(System-Queue-ServiceLevel.ProcessEvent)

10/17/2024

[Form SF424_4_0-V4.0.pdf](#)

Program/Project Congressional Districts

no value

10/16/2024

[Form SFLLL_2_0-V2.0.pdf](#)

LobbyingActivitiesDisclosure

no value

10/16/2024

[SF424_4_0-1234-Areas Affected By Project.docx](#)

Program/Project Congressional Districts

no value

10/16/2024

[GrantApplication.xml](#)

Program/Project Congressional Districts

no value

10/16/2024

Recent documents

(0)

No documents

Participants

(3)

MR

MICHAEL RILEY

Entity Administrator

TW

Tom Wolfe

Authorized Representative

JS

Joseph Sexton

Application Submitter

Areas Affected By Project

The City of Bremerton, Washington, its downtown city core, and seven (7) Council Districts.

Proposal Narrative

Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds will allow the City of Bremerton to support activities designed to prevent crime based on local needs and conditions. JAG funds will be directed to the areas where they are needed most, preserving jobs, and crime prevention functions. The grant will partially fund a Community Resource Specialist; bringing stability to a position that directly contributes to crime reduction and community policing services.

The Department continually looks at systems and processes that help reduce calls for service and direct resources to problem areas. This sends the message to criminals that any crime, no matter how small, will not be tolerated.

One of the most successful crime prevention programs administered by the Community Resource Specialist is the Landlord Notification Program which notifies owners when criminal activity takes place at one of their rental properties. Previously, many landlords complained they were unaware of criminal activity taking place at their rentals until it was too late. The program was initiated in March 2008 with 11 participating landlords representing 1,348 addresses. Currently, there are over 1,700 landlords representing over 13,000 addresses. Since the Program's inception, the Community Resource Specialist has sent over 54,000 notifications to the landlords participating in the Program. The landlord notifications represent a successful crime prevention effort and result in an increased quality of life for the residents of the afflicted neighborhoods, by decreasing the number of police calls for service at problem properties. This program represents a growing community partnership with the local and state landlord associations. The Community Resource Specialist works closely with the landlords and property managers on issues at their properties. This focused policing approach has made a big difference, and we continue to receive calls from other police agencies across the United States wanting to learn more about our Landlord Notification Program.

The City of Bremerton, like many other communities, has many vacant properties which have been foreclosed, are pending foreclosure, or are subject to foreclosure, and these properties can have an adverse impact on the vitality and livability of the areas in which they are located. Many of these vacant properties have become targets of vandalism, burglary, and trespass. The Community Resource Specialist works with the Police Department's Patrol Division and the City's Code Enforcement Division to work with lenders, and third-party trustees to resolve issues at these properties, but it is often times a lengthy and difficult process. As a result, the City of Bremerton enacted an Abandoned Property Registration and Maintenance Ordinance, and due to the successes of the Landlord Notification Program mentioned above, the Ordinance requires local property manager information to be submitted to the Community Resource Specialist, so that issues will be identified and resolved in a timelier manner, thus taking away the opportunity for these properties to become crime targets. There have been 400 properties registered since the enactment of the Ordinance, and the Community Resource Specialist does periodic audits of all the properties to determine how many had been sold. These once abandoned homes are now occupied and the neighborhoods they are in are now safer and the problems associated with them when they were abandoned have gone away. We have had many successes thus far resulting in fewer calls for service to deal with the problems and issues at these vacant properties. We also

identify those abandoned properties that have not formally registered, and work to locate the responsible party (parties) and follow the same procedures to attempt and keep the property from becoming a crime target. We have started a similar program for vacant businesses and have seen successes here as once abandoned commercial properties are now being purchased and new businesses now occupy them.

The JAG grant funds will preserve the Community Resource Unit and will allow it to continue to perform vital core functions associated with Directed Policing in partnership with the Department's Patrol Division. The Community Resource Specialist works with our citizens and businesses on issues affecting them, and working with our Patrol Division we can conduct directed patrols, bicycle patrols, intelligence led policing, and "hot spot" patrols to deal with issues such as graffiti, vandalism, homeless encampments, traffic emphasis patrols, and other nuisance activities.

The Community Resource Specialist maintains working crime prevention relationships with citizens, businesses, property owners, landlords, housing agencies, social service agencies, schools, and other community groups through problem solving, presentations, education, and other crime prevention measures. The Community Resource Specialist answers and responds to many calls, electronic inquiries, and in-person visits daily from citizens, business owners, other law enforcement agencies, and elected officials requesting information, advice, crime prevention materials and/or information, and deals with concerns about problem residences, as well as working with our many landlords and property managers.

Another core function is the Neighborhood Watch Program that is administered and facilitated by the Community Resource Specialist. This program continues to be very successful, with very active and concerned Watch Groups across the City. The number of organized Watch Groups continues to grow and is a vital element of our crime prevention partnerships. Our Watch Groups are very proactive, and we have a great working relationship with them. They truly make a difference in our neighborhoods and are a tremendous asset to our Department. We currently have 71 Neighborhood Watch Groups, 12 Apartment / Condominium Watch Groups, one Marina Watch Group, and one Business Watch Group.

In July of 2015, the Bremerton Police Department's Bremerton Citizens Auxiliary Patrol (BCAP) became operational. The BCAP is a citizen volunteer branch of the Bremerton Police Department that patrols the city, its business districts, parks, and marinas by vehicle, foot patrol and bicycles and observes and reports suspicious activity, vandalism, graffiti, unsecured properties and other problems. BCAP members also conduct checks of abandoned properties and also conduct residential vacation checks. BCAP members also assist the Police Department at special events and community celebrations. The program is a vital component of the Department's overall community policing and crime prevention efforts. The BCAP is administered by the Community Resource Specialist, and in this role the Community Resource Specialist has responsibility for the design and approval of all forms, applications, manuals and training, as well as uniform, vehicle, and equipment selections. As applications for new BCAP members come in, background and driver's checks have to be conducted, training by BPD officers arranged, and indoctrination at the City's Human Resources Department has to be coordinated for each Volunteer. The Community Resource Specialist schedules the patrol

activities for the Volunteer patrols, conducts monthly meetings, training, maintains all files, time logs, and works closely with the Volunteer Coordinator on issues, concerns, and dissemination of information to our Volunteers. Their efforts have been recognized and appreciated by our citizens, business owners, City Council members, and members and Command Staff of our Department.

The Community Resource Specialist is also one of the Department's operators/analysts of the Department's crime analysis program. Analysis efforts with this program have a direct effect on our Directed Policing initiatives, as well as providing crime data, trends, and statistics to not only members of our Department, but also our citizens, and elected officials.

Budget Narrative

Joseph P. Sexton is the Community Resource Specialist and will manage the project, complete reports and submit deliverables. He will spend 100% of his time on the project. The grant will partially fund the Community Resource Specialist position; a position that directly contributes to crime reduction and community policing services. Using funds provided through the JAG program will ensure continuation of the Community Resource Specialist function through 2025. Continuing and preserving the Community Resource Specialist position will allow the continuation of crime prevention and community partnership functions. These functions include: maintaining and growing enrollment in the Landlord Notification Program, a program that notifies landlords and property owners in a timely manner of police incidents that have occurred on their property / properties, working with existing Neighborhood and Apartment Watch groups, as well as setting up and forming new Watch Groups throughout the City, monitoring the Abandoned Property Ordinance; a program to monitor abandoned properties and prevent them from becoming targets of criminal activity, oversight and management of the Department's Citizen Volunteer Program, crime analysis activities for Department members and our citizens, as well as traditional crime prevention resources, activities, and presentations. Other functions include responding to many phone calls, electronic inquiries, and in-person visits daily from citizens, business owners, other law enforcement agencies, and elected officials requesting information, advice, crime prevention materials and/or information. The costs do not constitute the supplanting of funds.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

(DOJ Financial Guide, Section 3.10)

A. Personnel

Name List each name, if known.	Position List each position, if known.	Computation					
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Federal Request
Joseph P. Sexton	Community Resource Specialist	\$88,220.64	yearly	1	100%	\$88,221	\$14,524
Narrative		Total(s)					
See the Budget Narrative attachment.		\$88,221					
		\$73,697					
		\$14,524					

B. Fringe Benefits						
Name		Computation				
List each grant-supported position receiving fringe benefits.		Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request	
Joseph P. Sexton	\$88,220.64	19.40%	\$17,115	\$17,115	\$0	
		Total(s)	\$17,115	\$17,115	\$0	
Narrative						

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$14,524	\$73,697	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,221
B. Fringe Benefits	\$0	\$17,115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,115
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$14,524	\$90,812	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,336
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$14,524	\$90,812	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,336
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Research And Evaluation Independence And Integrity

This application does not propose research and / or evaluation.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Bremerton

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

91-6001231

*** c. UEI:**

HV84RG6NYNG4

d. Address:

*** Street1:**

345 6th Street

Street2:

Suite 600

*** City:**

Bremerton

County/Parish:

*** State:**

WA: Washington

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

98337-1812

e. Organizational Unit:

Department Name:

Bremerton Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Joseph

Middle Name:

*** Last Name:**

Sexton

Suffix:

Title:

Community Resource Specialist

Organizational Affiliation:

*** Telephone Number:**

360-473-5231

Fax Number:

*** Email:**

joseph.sexton@ci.bremerton.wa.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

O-BJA-2024-172239

* Title:

BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

13. Competition Identification Number:

C-BJA-2024-00092-PROD

Title:

Category 2- Applicants with eligible allocation amounts of \$25,000 or more

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected By Project.docx

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Sustain the Community Resource Unit and its crime prevention functions.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="14,524.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="14,524.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Areas Affected By Project

The City of Bremerton, Washington, its downtown city core, and seven (7) Council Districts.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="City of Bremerton"/> * Street 1: <input type="text" value="345 6th Street Suite #600"/> Street 2: <input type="text"/> * City: <input type="text" value="Bremerton"/> State: <input type="text" value="WA: Washington"/> Zip: <input type="text" value="98337"/> Congressional District, if known: <input type="text" value="WA-006"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="Bremerton Police Department"/>		7. * Federal Program Name/Description: <input type="text" value="Edward Byrne Memorial Justice Assistance Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.738"/>
8. Federal Action Number, if known: <input type="text"/>		9. Award Amount, if known: \$ <input type="text" value="14,524.00"/>
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Joseph"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Sexton"/> Suffix <input type="text"/> Title: <input type="text" value="Community Resource Specialist"/> Telephone No.: <input type="text" value="360-473-5231"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

SUBJECT:

Agreement with Schneider Water Services
for the Well 9A Drilling Project

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: Public Works & Utilities

Presenter: Bill Davis

Phone: (360) 473-2312

SUMMARY: The Well 9 site is located in Kitsap County at 318 Firway Lane off of Central Valley Road. The original well (Well 9) was drilled in 1977. This well was taken out of service in 2010 after the production significantly dropped. The City's hydrogeologist concluded that rehabilitation of the existing well would have limited benefit due to the amount of sand being produced and a new well should be drilled. The City will be drilling a new well (Well 9A) at the site. The City redeveloped the site in 2023 to increase the area for large well drilling equipment and tanks. The new well will be drilled in 2025 and the site will be completed with controls and chlorination in 2026 under a separate contract.

Three bids were received, which were opened on December 16, 2024. The low responsive, responsible bidder was Schneider Water Services, who submitted a bid in the amount of \$1,570,132.20, which includes sales tax.

ATTACHMENTS:

1. Contract; 2. Location Map; 3. Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Water Capital Improvement Plan (CIP). A budget adjustment of \$350,000 is required, which will increase the budget from \$1,537,550 to \$1,887,550.

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

RECOMMENDED MOTION:

Move to award the contract with Schneider Water Services for the Well 9A Drilling project in the amount of \$1,570,132.20, which includes sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented; and further authorize a budget adjustment of \$350,000.

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

SECTION 00 52 00
AGREEMENT

THIS AGREEMENT is dated the _____ day of _____ in the

year 2025 by and between City of Bremerton (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

OWNER 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 OWNER's Contract Documents titled **WELL 9A DRILLING**.

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Substantial Completion within **180-calendar days** from 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. Final Completion and Acceptance of WORK shall be achieved no later than 30 calendar days following Substantial Completion.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence for this Agreement and that the OWNER 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 Article 12 of the General Conditions and Supplementary Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the OWNER liquidated damages for the delay (Not as a penalty) in the amount of **\$1000 per day** that expires after the time specified in Article 2.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule(s).

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Contractor Initials

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (Section 00500) and the following which are either attached or incorporated herein by reference:

- Notice Inviting Bids (Section 00 11 16)
- Bidders Checklist (Section 00 11 16.1)
- Bid Proposal including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits (Section 00 41 00)
- Performance Bond (Section 00 61 13.13)
- Payment Bond (Section 00 61 13.16)
- General Conditions (Section 00 72 00)
- Supplementary General Conditions (Section 00 73 00)
- Technical Specifications and Appendices as listed in the Table of Contents
- Drawings as listed in the List of Drawings
- 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 3.04 of the General Conditions.

ARTICLE 7. WAIVER OF IMMUNITY.

The CONTRACTOR and OWNER 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. The CONTRACTOR and OWNER acknowledge and agree to the requirements for indemnification in Sections 6.20 of the General Conditions and Supplementary Conditions. The provisions of this section shall survive the termination of the contract.

ARTICLE 8. SUSPENSION OF WORK AND TERMINATION.

The CONTRACTOR agrees to the right of the OWNER to suspend work or terminate this agreement as indicated in Article 15 of the General Conditions and Supplementary Conditions.

Contractor Initial

ARTICLE 9. 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 OWNER, 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 subcontractors and suppliers.

OWNER 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, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER: City of Bremerton

CONTRACTOR _____

(Signature)

(Signature)

By _____
(Printed name)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Bremerton

345 6th Street, Suite 100

Bremerton, WA 98337

Approved as to Form:

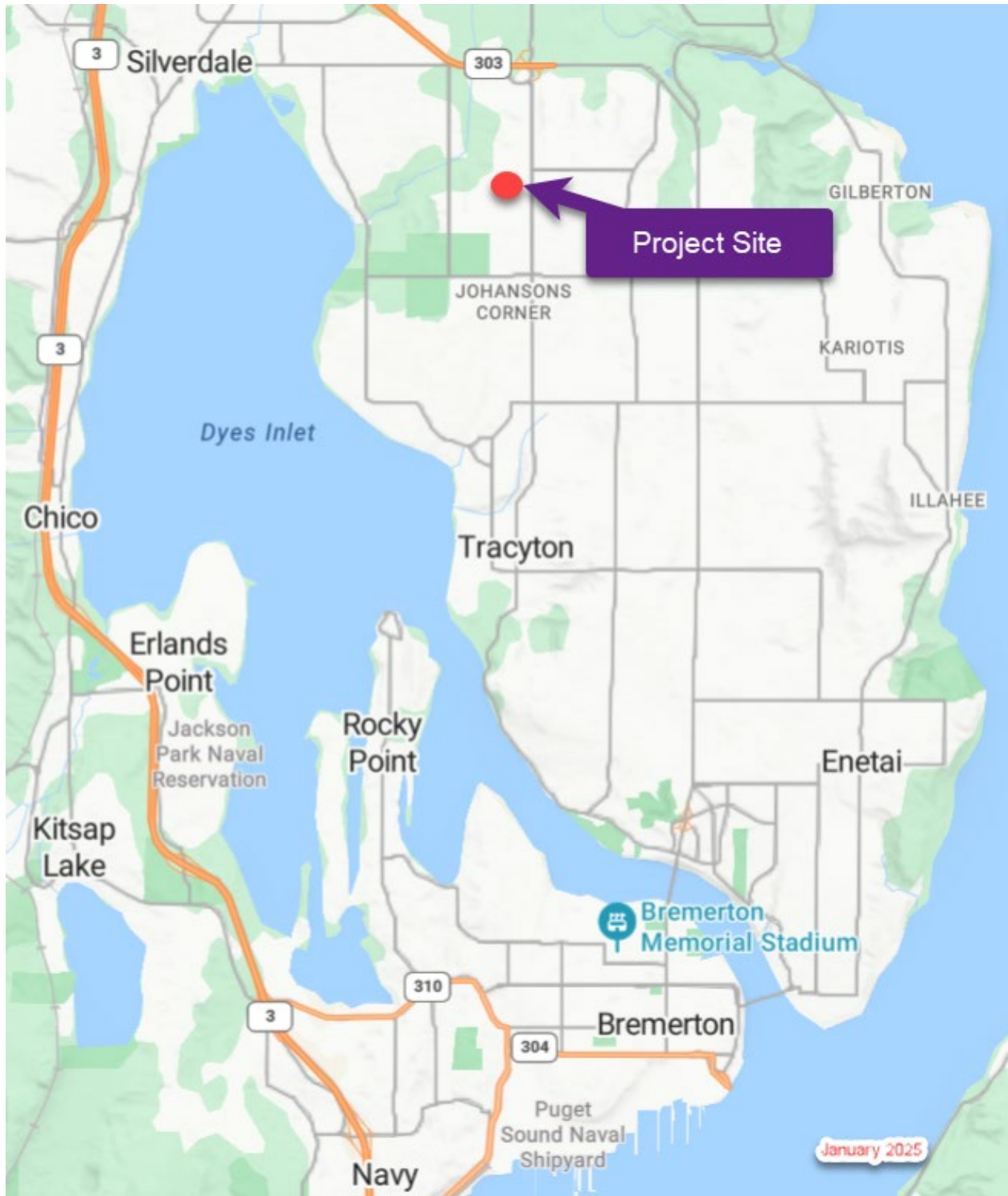
License No. _____

(Signature)

Agent for service of process:

City Attorney

(Title)



PROJECT LOCATION MAP – WELL 9A DRILLING

**CITY OF BREMERTON
BID TABULATION**

BID TITLE:	Well 9A Drilling			OPENED BY:	Angela Hoover
DATE OPENED:	12/16/2024	TIME OPENED:	1:00PM	RECORDED BY:	Rachel Kocha

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
Schneider Equipment, Inc 12:31	X	1,437,850.00	132,282.20	1,570,132.20
Holt Services Inc. 11:40	X	1,872,040.00	172,227.68	2,044,267.68
Tacoma Pump & Drilling Co Inc 11:14	X	1,586,222.00	145,932.42	1,732,154.42
CURRENT SALES TAX RATE	9.20%			

SUMMARY	
ENGINEER ESTIMATE (INCLUDING SALES TAX)	\$
APPARENT LOW BIDDER	\$ 1,570,132.20
SECOND LOW BIDDER	\$ 1,732,154.42
THIRD LOW BIDDER	\$ 2,044,267.68

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B4

SUBJECT:

Contract Modification No. 6 with Parametrix, Inc. for Engineering Services During Construction for the Kitsap Lake Park Renovation Project

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: Parks & Recreation

Presenter: T. Barker

Phone: (360) 473-5428

SUMMARY: The original contract with Parametrix, Inc. was executed on 10/19/20 for \$113,889. Contract Modification No. 6 (\$12,644.40) includes additional hours required during the "Engineering Services During Construction" phase.

ATTACHMENTS: 1) Exhibit A

FISCAL IMPACTS (Include Budgeted Amount): Funding for this project was approved by City Council on 7/3/24. No budget adjustment is required for Contract Modification No. 6.

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

RECOMMENDED MOTION:

Move to approve Contract Modification No. 6 with Parametrix, Inc. for Engineering Services During Construction for the Kitsap Lake Park Renovation 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

Exhibit A
City of Bremerton
Kitsap Lake Park Renovation Project
Change Order 6 – Additional Engineering Services During Construction

Introduction

This document describes Parametrix's proposed scope of work (SOW) for Change Order 6 under our existing contract. The purpose for Change Order 6 is to request budget for the following services:

1. Project Management and Meetings for extended 3 additional months of work.
2. Engineering services during construction beyond previous scope.

A proposed schedule is included in this scope as Exhibit B and our proposed budget is attached as Exhibit C.

Task 1 – Project Management and Meetings

Objective

Continue project management through the substantial completion of the project.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project technical team.
- Provide routine project management and communications (scope, schedule, budget, and invoicing).
- Prepare monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables

The following deliverables are associated with this task:

- Routine correspondence and monthly invoices and progress reports
- Meeting agendas and notes

Assumptions

The following assumptions apply to this task:

- Project duration is expected to take an additional 3 months beyond the previous estimate because of the extended construction schedule.



Task 6 – Engineering Services During Construction

Objective

The following objectives apply to this task:

- Receive compensation for engineering services during construction completed beyond previous scope.
- Receive compensation for the redesign of paths between the parking lot and beach.
- Provide additional engineering support during the construction phase of the project.

Activities

The following activities have been performed as part of this task:

- Attended construction meetings as requested.
- Responded to applicable Contractor's Requests for Information (RFIs) and requests for change orders and make recommendations to the City.
- Attended site walks at the request of the City.
- Redesigned paths between parking lot and beach.
- Revised design documents in response to changes encountered during the construction.

The following activities will be performed as part of this task:

- Attend construction meetings as requested.
- Review Contractor's submittals for compliance with the specifications.
- Respond to applicable Contractor's Requests for Information (RFIs) and requests for change orders and make recommendations to the City.
- Attend site walks at the request of the City.
- Revise design documents in response to changes encountered during the construction.

Deliverables

The following activities will be performed as part of this task:

- Electronic copies of responses to material submittals, cut sheets, shop drawings review, RFI responses, and revised design documents.

Assumptions

The following assumptions apply to this task:

- Parametrix provided the redesign of the paths between the parking and beach
- Parametrix will review and respond to RFIs at an estimated 2 hours each. It is assumed that a total of no more than 3 additional RFIs will be reviewed (6 hours).
- The Parametrix PM and/or one lead staff will attend up to 8 online meetings at 1 hour each and 2 site meetings at 2 hours each (12 hours).
- Hours for support are 14 hours for the Parametrix PM, 4 hours for the project engineer for a total of 18 technical staff hours.

Exhibit B - Schedule

Work Element	Completed By
Notice to Proceed	February 3, 2025
Construction Complete	February 28, 2025

Exhibit C

Client: City of Bremerton
 Project: Kitsap Lake Park Improvements
 Project No: 233-1896-174

				Shanon Harris	Jason Ceralde	Yammie Ho	Clara Olson	Jeffrey L. Coop	Kyle Hale	Jean Johnson
				Project Controls	Project Manager	Senior Engineer	Engineer III	Quality Control (SD)	Project Accountant	Sr. Contracts Specialist
Billing Rates:				\$143.67	\$153.51	\$241.92	\$149.76	\$243.36	\$106.47	\$187.17
Task	Description	Labor Dollars	Labor Hours							
01	Project Management and Meetings	\$3,047.37	21	7	10	0	0	0	3	1
	Virtual Project Meetings (3)	\$460.53	3		3					
	Project Management (3 mo.) including scoping CO3	\$2,586.84	18	7	7				3	1
06.A	Schedule A Eng Services During Construction	\$2,751.93	18	0	15	0	3	0	0	0
	Weekly Meetings (8 @ 1 hr)	\$1,228.08	8		8					
	Site Meeting (2 @ 2 hr)	\$614.04	4		4					
	RFI Responses (3 @ 2 hr)	\$909.81	6		3		3			
06.B	Schedule B Eng Services During Construction	\$6,845.10	43	0	34	2	6	1	0	0
	Interceptor Drain Change	\$1,448.94	9		2		6	1		
	Regrade Paths between Parking and Beach	\$5,396.16	34		32	2				
Labor Totals:			82	7	59	2	9	1	3	1
Totals:		\$12,644.40		\$1,005.69	\$9,057.09	\$483.84	\$1,347.84	\$243.36	\$319.41	\$187.17

Other Direct Expenses

Mileage - \$0.625/mile \$0.00

Other Direct Expenses Total:

\$0.00

Project Total

\$12,644.40

CITY OF BREMERTON

CHANGE ORDER

CONTRACT CHANGE ORDER NO: 06

PROJECT NAME: KITSAP LAKE PARK RENOVATION PROJECT

PROJECT NO: 59163 CONTRACTOR: PARAMETRIX, INC.

ORIGINAL CONTRACT AMOUNT: 113,889.00 DAYS: March 2021

PREVIOUSLY APPROVED CHANGES: 109,342.21 DAYS: 0

THIS CHANGE: 12,644.40 DAYS: Feb 2025

REVISED CONTRACT AMOUNT: 235,875.61 DAYS: Feb 2025

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items. The increase or decrease in contract price shown below includes any applicable taxes.

Rule 170 Rule 171	DESCRIPTION OF CHANGES	INCREASE IN CONTRACT AMOUNT (\$)	(DECREASE) IN CONTRACT AMOUNT (\$)	CONTRACT TIME EXTENSION (DAYS:)
X	Contract Modification No. 6 Added SOW to include: 1. Project management and meetings for extended 3 months of work. 2. Engineering services during construction beyond previous scope.	12,644.40	0.00	Feb 2025
NET CHANGE IN CONTRACT AMOUNT INCREASE OR (DECREASE)		12,644.40	0.00	0
ESTIMATED SALES TAX AT 9.0%		0.00	0.00	
TOTAL INCLUDING SALES TAX		12,644.40	0.00	0

Contractor acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change

CONTRACT CHANGE ORDER NO: 06

PROJECT NAME: KITSAP LAKE PARK RENOVATION PROJECT

Order, including, without limitation, claims related to contract time, on-site or home office overhead, or lost profits. Nothing in this Change Order shall limit the City's right to bring a claim for past performance.

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

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

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

CONTRACTOR	
Approved:	DATE:
PROJECT MANAGER	
Recommended:	DATE:
CITY ENGINEER	
Council action is required as project cost will exceed approved budget. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Council action is required as change exceeds Mayors authority per BMC 2.76.110. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Recommended:	DATE:
DIRECTOR OF PARKS AND RECREATION	
Recommended:	DATE:
MAYOR	
Approved:	DATE:

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B5

SUBJECT:

Contract Modification No. 3 with Parametrix,
Inc. for Engineering Services During
Construction for the Haddon Park
Renovation Project

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: Parks & Recreation

Presenter: T. Barker

Phone: (360) 473-5428

SUMMARY: The original contract with Parametrix, Inc. was executed on 7/29/22 for \$118,723. Contract Modification No. 3 (\$7,179.75) includes additional hours required during the "Engineering Services During Construction" phase.

ATTACHMENTS: 1) Exhibit A

FISCAL IMPACTS (Include Budgeted Amount): Funding for this project was approved by City Council on 7/3/24. No budget adjustment is required for Contract Modification No. 3.

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

RECOMMENDED MOTION:

Move to approve Contract Modification No. 3 with Parametrix, Inc. for Engineering Services During Construction for the Haddon Park Renovation Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CITY OF BREMERTON

CHANGE ORDER

CONTRACT CHANGE ORDER NO: 03

PROJECT NAME: HADDON PARK RENOVATION PROJECT

PROJECT NO: 59167 CONTRACTOR: PARAMETRIX, INC.

ORIGINAL CONTRACT AMOUNT: 118,723.00 DAYS: 0

PREVIOUSLY APPROVED CHANGES: 47,658.26 DAYS: 0

THIS CHANGE: 7,179.75 DAYS: 0

REVISED CONTRACT AMOUNT: 173,561.01 DAYS: 0

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items. The increase or decrease in contract price shown below includes any applicable taxes.

Rule 170 Rule 171		DESCRIPTION OF CHANGES	INCREASE IN	(DECREASE) IN	CONTRACT TIME EXTENSION (DAYS:)
			CONTRACT AMOUNT (\$)	CONTRACT AMOUNT (\$)	
X		Contract Modification No. 3 Project Management and Meetings for an additional 3 months of work. Engineering Services during construction beyond the previous scope (e.g., PSE Coordination).	7,179.75	0.00	0
NET CHANGE IN CONTRACT AMOUNT INCREASE OR (DECREASE)			7,179.75	0.00	0
ESTIMATED SALES TAX AT 9.0%			0.00	0.00	
TOTAL INCLUDING SALES TAX			7,179.75	0.00	0

CONTRACT CHANGE ORDER NO: 03

PROJECT NAME: HADDON PARK RENOVATION PROJECT

Contractor acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, on-site or home office overhead, or lost profits. Nothing in this Change Order shall limit the City's right to bring a claim for past performance.

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

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

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

CONTRACTOR	
Approved:	DATE:
PROJECT MANAGER	
Recommended: NA	DATE:
CITY ENGINEER	
Council action is required as project cost will exceed approved budget. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Council action is required as change exceeds Mayors authority per BMC 2.76.110. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Recommended:	DATE:
DIRECTOR OF PARKS AND RECREATION	
Recommended:	DATE:
MAYOR	
Approved:	DATE:

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

Exhibit A
City of Bremerton
Haddon Park Renovation Project
Change Order 3 – Engineering Services During Construction

Introduction

This document describes Parametrix's proposed scope of work (SOW) for Change Order 3 under our existing contract. The purpose for Change Order 3 is to request budget for completion of the following additional services:

1. Project Management and Meetings for extended 3 additional months of work.
2. Engineering services during construction beyond the previous scope.

A proposed schedule is included in this scope as Exhibit B and our proposed budget is attached as Exhibit C.

Task 01 – Project Management and Meetings

Objectives

The objective of this task is to provide overall project management of the consultant contract with City of Bremerton.

Activities

This task includes general management functions that include the following:

- Manage and direct the project technical team.
- Provide routine project management and communications (scope, schedule, budget, and invoicing).
- Prepare monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables

The following deliverables are associated with this task:

- Routine correspondence and monthly progress reports
- Meeting agendas and notes

Assumptions

The following assumptions apply to this task:

- Project duration is extended for engineering services during construction expected to be complete February 28, 2024.

Task 05 – Engineering Services During Construction

Objectives

The following objectives apply to this task:

- Compensation for engineering support during the construction services beyond the previous scope.
- Compensation for coordination with Puget Sound Energy.

Activities

The following activities are associated with this task:

- Attend construction meetings as requested.
- Review Contractor's submittals for compliance with the specifications.
- Respond to applicable Contractor's Requests for Information (RFIs) and requests for change orders and make recommendations to the City.
- Attend site walks at the request of the City.
- Revise design documents in response to changes encountered during construction.

Deliverables

The following deliverables are associated with this task:

- Electronic copies of responses to material submittals, cut sheets, shop drawing review, RFI responses, and revised design documents.

Assumptions

The following assumptions apply to this task:

- Parametrix will not be responsible for daily construction administration or inspections.
- Parametrix will attend 4 additional virtual construction meetings. These meetings should take 1 hour each.
- The Parametrix PM will attend up to 1 site meeting. This visit should take 2 hours.
- Total Parametrix hours for support: 12 hours for the project manager and 8 hours for the project electrical designer.

Exhibit B - Schedule

Work Element	Completed By
Notice to Proceed	February 3, 2025
Construction Complete	February 28, 2025

EXHIBIT C

Client: City of Bremerton
Project: Haddon Park Renovation
Project No: 233-1896-187

				Shanon Harris	Jason Ceralde	Jeff Reinmuth	Denise Peterson	Kyle Hale	Jean Johnson
				Project Controls	Project Manager	Senior Electrical Designer	Electrical Designer III	Project Accountant	Sr. Contracts Specialist
Billing Rates:				\$143.67	\$153.51	\$193.56	\$165.24	\$106.47	\$187.17
Task	Description	Labor Dollars	Labor Hours						
01	Project Management and Meetings	\$3,663.96	26	8	11	0	0	6	1
	Virtual Project Meetings (3 ea - 1 per month)	\$460.53	3		3				
	Project Management (3 months beyond previous scope)	\$3,203.43	23	8	8			6	1
05	Engineering Services During Construction	\$3,515.79	21	0	13	7	1	0	0
	Weekly Construction Meetings (4)	\$807.60	5		4	1			
	Site Visit (1)	\$307.02	2		2				
	Coordination with Puget Sound Energy	\$1,480.11	8		1	6	1		
	Review and respond to RFIs beyond previous scope	\$921.06	6		6				
Labor Totals:			47	8	24	7	1	6	1
Totals:		\$7,179.75		\$1,149.36	\$3,684.24	\$1,354.92	\$165.24	\$638.82	\$187.17
Other Direct Expenses									
Mileage - \$0.67/mile		\$0.00							
Other Direct Expenses Total:		\$0.00							
Project Total		\$7,179.75							

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

SUBJECT:

Amendment No. 3 to Claims Administration
Agreement with Helmsman Management
Services LLC dba Eberle Vivian, Inc.

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: City Attorney's Office /
Risk Management

Presenter: Kylie Finnell / Melisa
Folmer

Phone: (360) 473-5302

SUMMARY: The City entered into agreement with Helmsman Management Services LLC dba Eberle Vivian, Inc. for workers' compensation claims administration services in 2017. This agreement was extended from 2021 to January 31, 2025. The proposed amendment extends the agreement for an additional two years at the rate of \$35,563.32 for the first year and \$36,985.82 for the second year. The first additional year is a \$3,457.77 increase from last year.

ATTACHMENTS:

1. Proposed Amendment No. 3 to Claims Administration Agreement; and
2. Claims Administration Agreement with Amendments No. 1 and 2.

FISCAL IMPACTS (Include Budgeted Amount): The Risk Management Fund has adequate funds budgeted to pay for the services.

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

RECOMMENDED MOTION:

Move to approve Amendment No. 3 to Claims Administration Agreement with Helmsman Management Services LLC dba Eberle Vivian, Inc. to extend workers' compensation claims administration services for an additional two years at the rate of \$35,563.32 for the first year and \$36,985.82 for the second year 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

**AMENDMENT NO. 3 TO CLAIMS ADMINISTRATION AGREEMENT BETWEEN
CITY OF BREMERTON AND HELMSMAN MANAGEMENT SERVICES LLC**

THIS AMENDMENT No. 3 to the Claims Administration Agreement (“Agreement”) is entered into between the City of Bremerton (“Client”) and Helmsman Management Services LLC dba Eberle Vivian, Inc. (“EV”), referred to collectively as the “Parties,” for claims administration services.

WHEREAS, the original Agreement commenced between the Parties on February 1, 2018 and expired January 31, 2021 (“Initial Term”). At the end of that Initial Term, this Agreement was renewed for another two (2) years expiring January 31, 2023 (“Amendment No. 1”) and an additional two (2) year term expiring January 31, 2025 (“Amendment No. 2”); and

WHEREAS, the Parties desire to extend the current term of the Agreement for another two (2) years, adjust the annual service fee, and make other related changes.

NOW THEREFORE, for and in consideration of the mutual agreement contained herein, the Parties do hereby agree to amend the Agreement relating to term, compensation, and other related provisions as follows:

1. The term of the Agreement is extended for an additional two (2) year term beginning February 1, 2025 and expiring January 31, 2027.
2. Client will pay a service fee in the amount of \$35,563.32 per year to EV for the claims administration services detailed in the Agreement and rendered between February 1, 2025 and January 31, 2026.
3. For the year February 1, 2026 through January 31, 2027, fees will increased 4% to \$36,985.82.
4. All other terms of the Agreement as amended shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 as of the date and year written below.

Signatures on next page.

**HELMSMAN MANAGEMENT SERVICES
LLC dba EBERLE VIVIAN, INC.**

CITY OF BREMERTON

By: EMILY DREW, Manager

GREG WHEELER, Mayor

DATE: _____

DATE: _____

ATTEST:

ANGELA HOOVER, City Clerk

APPROVED AS TO FORM:

KYLIE FINNELL, City Attorney

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**AMENDMENT NO. 2 TO CLAIMS ADMINISTRATION AGREEMENT BETWEEN
CITY OF BREMERTON AND HELMSMAN MANAGEMENT SERVICES LLC**

THIS AMENDMENT No. 2 to the Claims Administration Agreement (“Agreement”) is entered into between the City of Bremerton (“Client”) and Helmsman Management Services LLC dba Eberle Vivian, Inc. (“EV”), referred to collectively as the “Parties,” for claims administration services.

WHEREAS, the original Agreement commenced between the Parties on February 1, 2018 and expired January 31, 2021 (“Initial Term”). At the end of that Initial Term, this Agreement was renewed for another two (2) years expiring January 31, 2023 (“Amendment No. 1”); and

WHEREAS, the Parties desire to extend the current term of the Agreement for another two (2) years, adjust the annual service fee, and make other related changes.

NOW THEREFORE, for and in consideration of the mutual agreement contained herein, the Parties do hereby agree to amend the Agreement relating to term, compensation, and other related provisions as follows:

1. The term of the Agreement is extended for an additional two (2) year term beginning February 1, 2023 and expiring January 31, 2025.
2. Client will pay a service fee in the amount of \$32,105.55 per year to EV for the claims administration services detailed in the Agreement and rendered between February 1, 2023 and January 31, 2024.
3. For the year February 1, 2024 through January 31, 2025, fees will increase by an amount equal to the Seattle Metro Area Consumer Price Index, plus two percent.
4. All other terms of the Agreement as amended shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 as of the date and year written below.


Signatures on next page.

**HELMSMAN MANAGEMENT SERVICES
LLC dba EBERLE VIVIAN, INC.**


By: EMILY DREW, Manager

DATE: 1/9/2023

CITY OF BREMERTON

DocuSigned by:

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GREG WHEELER, Mayor

DATE: 1/18/2023

ATTEST:
DocuSigned by:

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ANGELA HOOVER, City Clerk

APPROVED AS TO FORM:

KYLIE FINNELL, City Attorney

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**AMENDMENT NO. 1 TO CLAIMS ADMINISTRATION AGREEMENT BETWEEN
CITY OF BREMERTON AND HELMSMAN MANAGEMENT SERVICES LLC**

THIS AMENDMENT No. 1 to the Claims Administration Agreement (“Agreement”) is entered into between the City of Bremerton (“Client”) and Helmsman Management Services LLC dba Eberle Vivian, Inc. (“EV”), referred to collectively as the “Parties,” for claims administration services.

WHEREAS, the current Agreement commencing between the Parties on February 1, 2018 expires January 31, 2021 (“Initial Term”). At the end of the Initial Term, this Agreement may, at the sole discretion of the Client, be renewed up to two (2) terms of two (2) years each, with the same terms and conditions; and

WHEREAS, the Client shall pay a service fee of \$28,950 per year for claims administration services within the contract period. The contract period will include the Initial Term of this Agreement and two (2) optional years, if exercised.

WHEREAS, the Parties desire to extend the current term of the Agreement for another two years and to make other related changes.

NOW THEREFORE, for and in consideration of the mutual agreement contained herein, the Parties do hereby agree to amend the Agreement relating to term, compensation, and other related provisions as follows:

1. The term of the Agreement is extended for an additional two (2) year term beginning February 1, 2021 and expiring January 31, 2023. Client will pay EV \$28,950 per year for the claims administration services detailed in the Agreement and rendered during this additional two (2) year term.
2. All other terms of the Agreement as amended shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 as of the date and year written below.


Signatures on next page.

**HELMSMAN MANAGEMENT SERVICES
LLC dba EBERLE VIVIAN, INC.**


By: LISA VIVIAN, President

DATE: November 23, 2020

CITY OF BREMERTON

DocuSigned by:

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GREG WHEELER, Mayor


DATE: 11/30/2020

ATTEST:

DocuSigned by:

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ANGELA WOODS, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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ROGER A. LUBOVICH, City Attorney

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CLAIMS ADMINISTRATION AGREEMENT

THIS AGREEMENT is made and entered into between EBERLE VIVIAN INCORPORATED, with its principal place of business at 206 Railroad Ave, N., Kent, Washington, 98032 (hereinafter referred to as "EV"), and the City of Bremerton with its principal place of business at 345 6th St. Suite 100, Bremerton, WA 98337 (hereinafter referred to as "the Client").

WITNESSETH

WHEREAS, the Client maintains an insured plan to cover its Workers' Compensation liabilities in the State of Washington; and EV has agreed to perform certain services in connection therewith, as herein set forth:

NOW, THEREFORE, it is agreed as follows:

1. The initial term of this Agreement shall be for the period of three (3) years commencing February 1, 2018 and ending January 31, 2021. At the end of the initial term, this Agreement may, at the sole discretion of the Client, be renewed for up to two (2) terms of two (2) years each, with the same terms and conditions. Nonetheless, this Agreement may be terminated by either party at any time by giving not less than sixty (60) days written notice to the other party, and EV may terminate this Agreement on shorter notice in the circumstances described in Sections 3(c) and 5(e).
2. During the period of this Agreement, EV shall represent and act for the Client in matters pertaining to the actual or potential liability of the Client for claims based on injuries to the Client's employees which occur during the term of this Agreement that are or should be, in the Client's judgment, handled pursuant to the self-insured provisions of the Industrial Insurance Act of the State of Washington (the "Act"). More specifically, EV shall:
 - a. Receive notice of and create files on each claim reported and maintain these files for the Client.
 - b. Investigate all claims as required to determine their validity and compensability.
 - c. Determine proper benefits due on compensable claims.
 - d. Make timely payment of benefits due, in accord with payment procedures as established from funds provided by the Client. The Client

will be wholly responsible for providing such funds as may be required for these payments.

- e. Prepare documentation and defense of cases considered non-compensable and assist legal counsel selected by the Client in preparation of cases for hearing, appeals, and/or trial.
- f. Maintain and provide the Client pertinent data on all claim payments
- g. Provide monthly and/or quarterly computerized loss reports in a tailored format, as mutually agreed at inception of the program, showing descriptive data, details of each month's payments, total payments, reserves and total experience for each claim.
- h. Provide the Client's excess insurers such reports as they may reasonably require within specific excess coverage reporting requirement.
- i. Provide information and assistance as may be reasonably required for preparation and filing of all reports required by the Act and any other applicable law in connection with the Client's approved self-insured status.
- j. File with the appropriate State of Washington administrative agencies, including but not limited to the Department of Labor and Industries, such information as is required by the Act and any other applicable law with respect to each claim.
- k. Provide loss control services, defined as loss control, consultations and surveys as mutually agreed.
- l. Perform all services to be rendered pursuant to this Agreement in full compliance with the Act and all other applicable law.
- m. EV RMIS will electronically interface with the Centers for Medicare and Medicaid Services (CMS) to capture and report data in the format prescribed by the CMS Specifications.
- n. EV RMIS will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide published on March 16, 2009 ("Account Designee").
- o. If Client is the Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. 1395Y, EV RMIS will assist client as follows:

- i. EV RMIS will develop an electronic interface with CMS to forward the information needed to meet Client's MMSEA reporting obligations.
- ii. As the custodian of the original claims information from which the reports will be compiled, EV RMIS will be authorized Account Designee for Client. As an Account Designee, EV RMIS will prepare and submit test files to CMS in accordance with the applicable regulations and the requirements of the CMS Specifications.
- iii. EV RMIS will prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as required by applicable regulations instructed by Client.
- iv. EV RMIS will establish and implement proper safeguards against unauthorized use and disclosure of the data exchanges for the purposes of complying with MMSEA. Proper safeguards shall include, but not be limited to, the adoption of policies and procedures to ensure that the data obtained shall be used solely in accordance with Section 1106 of the Social Security Act [42 U.S.C. 1306], Section 1874(b) of the Social Security Act [42 U.S.C 1395kk (b)], Section 1862(b) of the Social Security Act [42 U.S.C 13958y(b), and the Privacy Act of 1974, as amended [5 U.S.C 552a]. EV RMIS shall establish appropriate administrative, technical, procedures and physical safeguards to protect the confidentiality of the data to prevent unauthorized access to the data provided by CMS. Further EV RMIS agrees to grant an authorized representative of the Center for Medicare and Medicaid Services (CMS) and/or Client access to facilities where the Client's Medicare data is stored or kept for the purpose of inspecting security arrangements at a mutually agreeable date and time. The purpose of any such inspection will be to confirm that EV RMIS is in compliance with all applicable security requirements. Access to the records matched to any records created by the matching process shall be restricted to authorized CMS, EV RMIS and Client employees, agents and/or officials who require access to perform their official duties in accordance with the uses of the information as authorized under Section 111 of the MMSEA of 2007 and this Addendum, Such Personnel shall be advised of (1) the confidential nature of the information; (2) safeguards required to protect the information; and (3) the administrative, civil and criminal penalties for noncompliance contained in applicable Federal laws.

- p. EV RMIS will be responsible for payment of any and all fines assessed to the Client in regards to compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of EV RMIS except to the extent that:
 - i. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the negligent actions or omissions of Client and /or its agent;
 - ii. EV RMIS did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Addendum;
- 3. In consideration of the services to be performed by EV hereunder, the Client shall pay to EV:
 - a. A service fee of \$28,950 per year for all claims administration service performed within the contract period. The contract period will include the initial term of this Agreement and two (2) optional years, if exercised. Thereafter, the service fee will be subject to an annual increase equal to the Greater Seattle Area Consumer Price Index, plus two (2) percent.
 - b. Such additional fee as mutually agreed by the parties for any services in addition to those described in Section 2 that are requested by the Client.
 - c. Interest of 1.5% per month on invoices not paid within 30 days of client's receipt thereof. In the event invoices are not paid within sixty (60) days of client's receipt thereof, EV may terminate this Agreement, at its option, after ten (10) days written notice to the Client.
- 4. The Parties mutually agree that:
 - a. Client will indemnify, defend and hold harmless EV, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from the negligence or willful misconduct of Client, its officers, directors, employees, insureds or agents, to the extent permitted by law.
 - b. EV will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorney's fees caused by or resulting solely from the negligence or willful misconduct of EV, its directors, officers or agents, to the extent permitted by law, however the parties

agree that EV, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from EV's performance under this Agreement in those cases where EV acted at the request of or with the consent of Client.

- c. Client agrees that it will not hold EV liable for, or reduce the compensation of EV with respect to any failure of EV to deliver any services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any files for takeover claims which have not been properly maintained or are not delivered to EV in good order.
- d. This section of the Agreement shall survive the termination of the Agreement.

5. The Client agrees:

- a. To pay EV the fee provided for hereunder and any other fees agreed to by the Client.
- b. To pay all allocated loss expense, as hereinafter defined, in addition to the fees to be paid to EV. Allocated loss expense is defined as reasonable attorneys' fees, court and/or hearing costs, costs of depositions, documents and exhibits, witness and expert fees, medical and engineering appraisal, surveillance, independent adjusting, photography and other incidental and special costs incurred to evaluate compensability of claims.
- c. To make funds available to EV to be used by EV to pay claims that the Client determines it should pay pursuant to the Act and allocated loss expense.
- d. To advise EV on a timely basis of all pertinent excess insurance reporting requirements and/or reporting modifications for all annual periods for which claim administration services are provided.
- e. That this Agreement is entered into with the assumption that existing Federal, State or other jurisdictional regulations will remain in effect for the duration of this Agreement.

The Client agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines.

The Client and EV agree to attempt to negotiate an adjustment to the

service fees to equitably reflect the effect of such change.

If the parties cannot agree on a revised service fee, EV may terminate this Agreement, at its option, after thirty (30) days written notice to the Client.

6. The Parties acknowledge and agree that:

- a. Any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this agreement or otherwise by the party claiming ownership. In addition, the parties agree that information provided by EV's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. Compelled by an order of a court of competent jurisdiction;
 - ii. Mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. Mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.
- b. Any information sought to be produced will be prescreened by EV in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery litigation.
- c. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- d. Each party agrees that the information contained within EV's RMIS must be treated in a confidential manner by all users who may gain authorized access to the RMIS. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights,

violation of federal or state medical privacy statutes, or violation of fair employment practice laws, arising from either party's use of EV's RMIS under this agreement, the liable party agrees to indemnify and hold harmless the other party for all sums due under the terms of a judgment or reasonable settlement, including interest and attorneys' fees, upon a final judgment or mutual agreement that one of the parties hereto is liable as charged in such allegations.

- e. EV shall hold the non-public personal information in strict confidence and access it only for explicit business purpose of this agreement. EV's Privacy and Confidentiality Policy, and as applicable, all state and federal laws related to privacy, including, but without limitation, Gramm-Leach-Bliley Act. Upon reasonable request, Client may audit EV's compliance with EV's Privacy and Confidential Policy as well as EV's compliance with state and federal laws related to confidentiality of non-public personal information. EV shall promptly notify Client in writing of any unauthorized use or disclosure of non-public personal information. EV shall endeavor to promptly notify Client of any unauthorized use or disclosure on non- public personal information and it will take immediate steps to remedy the situation and mitigate damage.
 - f. This section of the Agreement shall survive the termination of the Agreement.
7. All claims and related files generated by EV as a result of its activity under this Agreement shall remain at all times the property of the Client with the exception of any supporting data required by EV to make such accountings to the Client or excess insurers as are required in this Agreement.

EV will retain claim files for three (3) years following date of closure. Thereafter, files may be returned, at the Client's direction and expense, to the Client or forwarded to such location as may be designated for continued storage. Upon EV's request, closed claim files will be returned for additional administration as may be required.

EV will electronically maintain any claim files created on or after the inception date of this contract. EV will maintain any files not scanned into our electronic database and return them to the client or its designee in the event of contract termination at the expense of the client.

In the event of termination or non-renewal of EV's services, EV will, at the Client's request and expense, transfer all open and retained closed claim files to the Client or its designee, as of the effective date of termination.

8. EV is retained by the Client only for the purposes and to the extent set forth in this Agreement, and its relationship to the Client shall be that of an independent contractor
9. The Client agrees that during the term of this Agreement and for a period of one (1) year following its termination, it will not employ any person employed by EV during the term of this Agreement without the prior written consent of EV.
10. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and sent by registered or certified mail to the Client or to EV at the addresses first set forth above or to any other address of which written notice of change is given.
11. The waiver by EV or the Client of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
12. This Agreement is for the term provided for in Section 1. Upon termination of this Agreement, the Client shall have the option to:
 - a. Assume all open claims pending for the terminated or non-renewal portion of the program as of the effective date of termination or non-renewal, provided, however, that EV shall be entitled to receive its full fee for all quarters beginning prior to the effective date of termination or non-renewal; or
 - b. Upon agreement by both parties to a rate of compensation, require EV to continue administration, to conclusion, of all open claims associated with that portion of the program terminated or non-renewed. Such rate of compensation shall thereafter be reviewed by the parties on an annual basis and shall be the subject of mutual agreement between the parties. Adequate funds shall continue to be made available by the Client for the payment of claims and allocated loss expense until all claims are liquidated.
 - c. In the event the Client requests EV to provide post-termination or non-renewal claims administration, upon agreement by both parties to a rate of compensation, the Client may continue to purchase computer data services. Such rate of compensation shall thereafter be reviewed by the parties on an annual basis and continued on-line services shall be the subject of mutual written agreement between the parties.
13. The obligation of EV to perform its duties hereunder is conditioned upon the Client's cooperation with EV with respect to the activities of EV including, but

not limited to, responding to EV's requests for information promptly; providing excess carrier reporting requirements; meeting with EV and/or third parties, as may be needed; making decisions on matters which, in the professional opinion of EV, should be made by the Client; the provision of funds referred to in Section 5; and performance by the Client of all other obligations of this Agreement.

14. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld.
15. Any unresolved dispute between the Client and EV that may arise from the obligations of either party as set forth herein, will be subject to non-binding mediation on the written request of either party. Such mediation shall not be binding upon the Client and EV, however the parties agree to negotiate in good faith to resolve disputes prior to commencing litigation. The parties shall attempt in good faith to select a single mediator within 15 days of the written request for mediation. If they are unable to select a single mediator within said period, then each party shall select a mediator. If the two mediators cannot agree on a third within fifteen (15) days, either party may request that selection be made by a judge of a court having competent jurisdiction. The laws of the State of Washington will apply. The parties shall each pay for one-half of any mediator's costs. In the event of mediation and/or litigation, each party shall pay its own attorney's fees and costs.
16. EV shall provide Certificates of Insurance to the City Attorney's Office verifying the following coverage:
 - a. Professional liability providing coverage of One Million Dollars (\$1,000,000) for errors and omissions committed by EV while performing its obligations under this Agreement. The policy shall remain in full force and effect, and provide coverage for the full term of this Agreement. Insurer shall provide the City Attorney with thirty (30) days' written notice of any cancellation or change of coverage of the policy.
 - b. Cyber liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services in connection with the specific services described in this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Coverage must be provided for privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).
17. This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such

former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. All terms, conditions, and definitions as set forth in this Agreement will be interpreted under the laws of the State of Washington.

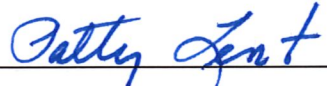
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts as of this date written and the persons signing below warrant that they have the authority to execute this Agreement.

EBERLE VIVIAN INCORPORATED

By: 

Lisa Vivian
President

Date: 12/28/17



By: PATTY LENT

Title: MAYOR

Date: 12-28-17

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B7

SUBJECT:

Ordinance to amend BMC Chapter 2.09
relating to the Department of Financial
Services

Study Session Date:	<u>January 22, 2025</u>
COUNCIL MEETING Date:	<u>February 5, 2025</u>
Department:	<u>Finance</u>
Presenter:	<u>Kylie Finnell, City Attorney</u> <u>Mike Riley, Director of Financial Services</u>
Phone:	<u>(360) 473-2345</u>

SUMMARY: Ordinance to change the title of Department of Financial Services to “Department of Financial and Administrative Services” and the title of Director of Financial Services to “Director of Financial and Administrative Services” to more accurately convey the role of the Department and Director.

ATTACHMENTS: Ordinance No. _____ amending titles of Department of Financial Services and Director of Financial Services

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

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

RECOMMENDED MOTION:

Move to approve Ordinance No. _____ amending titles of Department of Financial Services and Director of Financial Services to “Department of Financial and Administrative Services” and “Director of Financial and Administrative Services”

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

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Chapter 2.09 of the Bremerton Municipal Code relating to the Department of Financial Services, and further amending various Chapters of the Bremerton Municipal Code that make reference to the title of the Department or Director of the Department of Financial Services, including Chapter 2.05.10 entitled "Departments", Chapter 2.28.030 entitled "Equal Employment Opportunity Program", Chapter 2.40.030 entitled "Salaries and Personal Expenses", Chapter 2.74 entitled "Travel Authorization and Expense Reimbursement", Chapter 2.76.030 entitled "Definitions", Chapter 2.76.140 entitled "Credit/Purchase Card Use", Chapter 3.01 entitled "Rates and Fees", Chapter 3.02.010, entitled "Budget Structure", Chapter 3.08.040 entitled "Payment of Claims", Chapter 3.12.030 entitled "Funding Basis", Chapter 3.36.030 entitled "Administration and Expenditure", Chapter 3.49.060 entitled "Rules and Regulations", Chapter 3.78.105 entitled "Affordable Housing Capital Fund", Chapter 10.10 entitled "Parking Code", Chapter 15.06.025 entitled "Sewer Conservation Loan Program", Chapter 15.07 entitled "Utility Billing", and Chapter 15.08 entitled "Appeals".

WHEREAS, the City Council desires to amend the Bremerton Municipal Code to change the title of the Department of Financial Services to Department of Financial and Administrative Services to accurately reflect the full scope of the department's work; NOW THEREFORE,

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

SECTION 1. Chapter 2.09 of the Bremerton Municipal Code entitled "Department of Financial Services" is hereby amended to read as follows:

Chapter 2.09

DEPARTMENT OF FINANCIAL AND ADMINISTRATIVE SERVICES

2.09.010 DEPARTMENT CREATED.

There is hereby created the Department of Financial and Administrative Services.

(a) Divisions. The Department of Financial and Administrative Services shall consist of the following divisions, as well as any other divisions established by the City Council:

- (1) Finance;

- (2) Information Technology; and
- (3) Bremerton Kitsap Access Television (BKAT).

(b) Duties. The Director of Financial and Administrative Services shall be in charge of the Department of Financial and Administrative Services and all divisions established thereunder. The duties enumerated in each division as set forth in this chapter may be reassigned within the Department of Financial and Administrative Services at the discretion of the Director of Financial and Administrative Services for the purpose of achieving work efficiencies. The Director of Financial and Administrative Services is also responsible for the management of the Conference Center operating fund.

2.09.020 DIRECTOR OF FINANCIAL AND ADMINISTRATIVE SERVICES AND DIVISION MANAGERS - POSITIONS CREATED AND APPOINTMENT.

(a) Department Director - Appointment. There is hereby created the position of Director of Financial and Administrative Services who shall be in charge of the Department of Financial and Administrative Services and all divisions established thereunder. The Director of Financial and Administrative Services shall have complete charge of all of the work of the Department and shall be responsible for hiring and supervising employees of the Department. The Director of Financial and Administrative Services shall be appointed by the Mayor, subject to confirmation by the City Council, on the basis of professional experience, education and demonstrated knowledge of accepted practices relating to the duties of the Department. All appointees to the position of Director of Financial and Administrative Services are terminable at will by the Mayor as set forth in Chapter 2.05 BMC.

(b) Division Managers - Appointment. There are hereby created the positions of Assistant Director of Financial and Administrative Services, Information Technology Manager, and Public Access Manager as managers for their respective divisions. The managers (hereinafter "managers" or "division managers") shall manage the operations of their respective divisions and shall report directly to the Director of Financial and Administrative Services. The division managers shall be appointed by and shall serve at the pleasure of the Director of Financial and Administrative Services, subject to the approval of the Mayor, on the basis of professional experience, education and demonstrated knowledge of accepted practices relating to the duties of the division. All appointees to the division manager positions shall serve as "at-will" employees subject to termination by the Director of Financial and Administrative Services without cause at any time with no notice or hearing unless otherwise provided pursuant to an applicable rule or regulation, the City Charter, ordinance, or terms and conditions as approved by the City Council.

2.09.030 FINANCE DIVISION CREATED - DUTIES.

There is hereby created the Finance Division for the purpose of performing all finance and accounting functions of the City of Bremerton. The Division shall be managed by the Assistant Director of Financial and Administrative Services who shall serve as the City Treasurer. It shall be the duty of the Assistant Director of Financial and Administrative Services to:

- (a) Be responsible for assisting in the management of the City's investment and debt portfolios.
- (b) Assist City administration in budget preparation and monitoring.
- (c) Maintain the accounting system in accordance with generally accepted accounting principles (GAAP).
- (d) Maintain the payroll system.
- (e) Exercise control of accounts payable and purchasing.
- (f) Maintain an inventory of capital assets.
- (g) Collect and account for all City funds.

The Assistant Director of Financial and Administrative Services shall perform such other duties as the Mayor and Director of Financial and Administrative Services may direct or as may be required by law.

2.09.040 INFORMATION TECHNOLOGY DIVISION CREATED - DUTIES.

There is hereby created the Information Technology Division for the purpose of performing all information technology operations of the City. The Division shall be managed by the Information Technology Manager. It shall be the duty of the Information Technology Manager to:

- (a) Direct the activities of the Information Technology Division with the responsibility to provide technological leadership in systems planning, implementation and support programs
- (b) Direct the development and maintenance of long-range information processing plans and budgets.
- (c) Act as a contact person with user departments responding to and analyzing their inquiries.

The Information Technology Manager shall perform such other duties as the Mayor or the Director of Financial and Administrative Services may direct or as may be required by law.

2.09.050 BREMERTON KITSAP ACCESS TELEVISION (BKAT) DIVISION CREATED - DUTIES.

There is hereby created the Bremerton Kitsap Access Television (BKAT) Division for the purpose of performing all public access television functions of the City. The Division shall be managed by the Public Access Manager. It shall be the duty of the Public Access Manager to manage the production, programming and operating of the local access television station. The Public Access Manager shall perform such other duties as the Mayor or the Director of Financial and Administrative Services may direct or as may be required by law.

SECTION 2. Chapter 2.05.010 of the Bremerton Municipal Code entitled "Departments" is hereby amended to read as follows:

2.05.010 DEPARTMENTS.

Departments of the City of Bremerton are created pursuant to the chapters and their provisions as follows:

- Chapter 2.06 Office of the City Attorney
- Chapter 2.09 Department of Financial and Administrative Services
- Chapter 2.10 Department of Public Works and Utilities
- Chapter 2.15 Department of Community Development
- Chapter 2.16 Fire Department
- Chapter 2.17 Parks and Recreation Department
- Chapter 2.19 Police Department

SECTION 3. Chapter 2.28.030 of the Bremerton Municipal Code entitled "Equal Employment Opportunity Program" is hereby amended to read as follows:

2.28.030 EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE.

(a) The Mayor will establish an EEO Committee with representatives from each of the following areas:

- (1) Fire Department.
- (2) Police Department.
- (3) Department of Financial and Administrative Services.
- (4) Department of Community Development.
- (5) Parks and Recreation Department.
- (6) Office of the City Attorney.
- (7) Bremerton Municipal Court.
- (8) Department of Public Works and Utilities.

The representatives listed above shall be appointed by the department head. For the court, the appointment shall be made by the municipal court judge. The Mayor will establish

procedures to ensure the EEO Committee contains the widest possible minority representation. Representatives shall serve for a period of one (1) year. Appointments shall be made immediately following the effective date of this section and annually thereafter.

(b) The EEO Committee will assist the EEO Officers with EEO policy compliance and complaint resolution.

SECTION 4. Chapter 2.40.030 of the Bremerton Municipal Code entitled "Salaries and Personal Expenses" is hereby amended to read as follows:

2.40.030 SALARIES AND PERSONAL EXPENSES.

The members of the Committee shall receive no salaries or other remuneration for their services in such capacity, and shall not be entitled to personal expenses incurred by them in the discharge of their official duties, except to the extent and purposes and amount such expense is first authorized and approved in advance by the City of Bremerton Director of Financial and Administrative Services.

SECTION 5. Chapter 2.74 of the Bremerton Municipal Code relating to entitled "Travel Authorization and Expense Reimbursement" is hereby amended to read as follows:

2.74.010 PURPOSE.

To authorize the reimbursement of expenses incurred in connection with the performance of official City business and the use of purchase/credit cards for travel purposes, pursuant to Chapter 42.24 RCW, and to direct the Mayor and Director of Financial and Administrative Services to implement administrative policies and procedures to carry out the provisions of this chapter.

2.74.020 ADVANCE AUTHORIZATION TO TRAVEL.

Travel by City officials, employees, City Council, and members of boards and commissions shall be specifically provided for as follows:

(a) Department heads shall approve all overnight travel for employees of their department. The Mayor shall approve overnight travel for all department heads. All out-of-state travel for City employees must be approved by the Mayor.

(b) Travel by the Mayor is self-approved. Travel by members of the City Council shall be approved by the Council President.

(c) Travel by members of boards and commissions shall be approved by the Council President or Mayor.

(d) Requests must include the nature of the travel, method of travel, costs to the City and the budgetary authority. Use of e-mail is acceptable documentation.

2.74.030 ELIGIBLE EXPENSES.

Generally, eligible expenses include travel and living costs incurred by the employee while away from the City and expenses incurred within the City necessitated by City business. In the Bremerton area, necessary expenses will be reimbursed only for an employee

representing the City in his/her official capacity and in the discharge of his/her duties. Eligible expenses and the basis for payment or reimbursement will be as follows:

(a) Registration. Actual cost of registration of any employee at a meeting, conference, or convention for which he/she has received approval. Employees shall attend all conferences, meetings, and training sessions that are paid for at City expense.

(b) Transportation. Actual costs for bus travel, train travel, taxi (including a customary gratuity), car rentals, parking fees, and air travel are eligible. Employees using a personal vehicle to travel on City business will be reimbursed at the mileage rate established by the Internal Revenue Service. Payment shall not exceed economy class airfare (government rate or Internet rate) to and from the same destination for employees traveling to out-of-town destinations on City business using a personal vehicle.

(c) Lodging. Actual cost of hotel or motel accommodations is an eligible expense. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation.

(d) Meals. Any employee traveling on City business will be reimbursed for meals at the established federal per diem rate for the travel destination as established by the U.S. General Services Administration (www.gsa.gov).

(1) An individual shall be deemed on travel status where the travel includes reimbursable lodging.

(i) An employee must be in travel status for two (2) hours prior to the start of their normal work time to receive a full day of per diem. Employees not in a travel status two (2) hours prior to the start of their normal work day will receive seventy-five (75) percent of a full day per diem.

(ii) If an employee returns from overnight travel, to their duty station or home, more than two (2) hours after the end of their normal work day, they will receive a full day of per diem. If they return less than two (2) hours after the end of their normal work day, they will receive seventy-five (75) percent of a day's per diem.

(iii) Where conference registration or training tuition fees include one (1) or more meals, the City shall reimburse only those meals not covered by such fees. If the employee elects not to participate in one (1) or more optional meals offered by the conference, the following percentages of per diem will be used: Breakfast twenty (20) percent; lunch thirty (30) percent; dinner fifty (50) percent.

(2) Reimbursement for meals incurred when an employee is away from their duty station on official City business, but not on a travel status, will be reimbursed with approval of the department Director using the above percentages. Expenses for meals where City business is conducted and that could reasonably occur during non-meal periods are not eligible for reimbursement. Meals for City Council, Mayor and City staff conducting formal City business during meal times are specifically authorized.

(3) All per diem meals will be handled on a reimbursement basis. Use of the City's purchase/credit card is not authorized for meal expenditures. Employees that will be in a travel status and have received proper authorization to travel may receive a travel advance up to the maximum anticipated per diem for their trip. No advance will be allowed if not in a travel status. Settlement of advances shall be made within fifteen (15) days of return from travel.

(e) Laundry Service. Actual cost of laundry service is an allowable expense when employees are required to be away from the City for more than six (6) days at one (1) time or the conditions under which they are required to work while away from the City create a more than normal need for such services.

(f) Telephone. Charges for telephone are an allowable expense if City business requires such communication. Employees staying outside of the City of Bremerton on business are allowed one personal call to the employee's home at City expense for each trip. Such calls shall not exceed ten dollars (\$10.00). Any personal calls in excess of ten dollars (\$10.00) are to be paid by the employee.

2.74.040 INELIGIBLE EXPENSES.

None of the following expenses shall be paid by the City: Travel paid for by any other organization, alcoholic beverages, valet services, meals or lodging accommodations for family or guest, tour bus fees for sightseeing tours, mileage if traveling as a passenger in a privately owned car, trip insurance, hosting, tips unless otherwise authorized or any other personal expenses for entertainment or other purposes.

2.74.050 USE OF CREDIT CARDS.

Credit cards will be made available to officials and employees for the purpose of covering all eligible travel expenses except meals, which will be handled on a reimbursement basis. Employees shall be restricted from use of their own personal credit cards, except in such cases when the employee has not been issued or does not have access to a City credit card. Disallowed charges or charges not properly identified will be paid by the employee before the charge card billing is due.

2.74.060 DOCUMENTATION AND REIMBURSEMENT.

A report of overnight travel will be documented and submitted to the Financial and Administrative Services Department on an Employee Claim for Expenses form within fifteen (15) days of return from travel. The Claim will contain a complete report of all travel costs incurred through use of a credit card or by reimbursement to the employee. The Claim shall be submitted even if no reimbursable expenses were incurred. Requests for reimbursement for other eligible expenses shall be submitted on an Employee Claim for Expenses no less than monthly.

2.74.070 RIGHT OF PRIOR LIEN.

Failure to pay any disallowed credit card charges or settle any advances within the time frame prescribed will render the employee personally liable for the unpaid amount plus interest at the rate charged by the bank that issued the credit/purchase card or ten (10) percent, whichever is applicable. The City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee in the amount due, plus interest.

2.74.080 ADMINISTRATION.

The Mayor and Director of Financial and Administrative Services are directed to prepare administrative procedures necessary to implement the provisions of this chapter.

SECTION 6. Chapter 2.76.030 of the Bremerton Municipal Code entitled "Definitions" is hereby amended to read as follows:

2.76.030 DEFINITIONS.

For the purposes of this chapter, the following definitions will apply:

(a) "Best bid" shall mean a bid that is the best value to and in the best interests of the City when considering items such as price, available discounts, the product or service purchased including any alterations or modifications thereto, shipping, time of delivery, warranty and other terms of purchase, and any other factors relevant to the purchase. Best bid does not necessarily mean lowest price.

(b) "Bid" shall mean an offer or quotation to provide goods and/or services at a specified price.

(c) "Contract" or "contract for purchase" shall mean a purchase from a wholesaler, retailer or dealer, or other similar transaction for the purchase of goods and services.

(d) "Director" shall mean the director of the department for which the contract for purchase is made, authorized purchasing agent, or his or her designee.

(e) "Director of Financial and Administrative Services" shall mean Director of the Department of Financial and Administrative Services, or his or her designee.

(f) "Emergency" shall mean any situation where the public health, safety and welfare are endangered.

(g) "Purchase of goods and services" shall mean a contract to supply materials, supplies, equipment, the lease or rental of equipment, and/or the performance of work or labor.

(h) "Written bid" or "written request for bid" shall include e-mail and facsimile transmittals.

SECTION 7. Chapter 2.76.140 of the Bremerton Municipal Code entitled "Credit/Purchase Card Use" is hereby amended to read as follows:

2.76.140 CREDIT/PURCHASE CARD USE.

(a) The Director of Financial and Administrative Services shall implement and maintain the following system for the distribution, authorization and control of credit/purchase cards issued to or for the benefit of the City and used by City officials and employees.

(1) Distribution. Credit cards may be distributed to those City officials and employees who, in the opinion of the Director of Financial and Administrative Services, have

job responsibilities that would benefit or otherwise be facilitated by use of credit/purchase cards.

(2) Authorization and Control. The Director of Financial and Administrative Services shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit/purchase cards and related funds. Credit/purchase cards are to be used when it is in the best interest of City administrative affairs.

(3) Application. The individual holder, upon prior approval of the Director of Financial and Administrative Services, shall use each credit/purchase card in a responsible manner.

(4) Credit Limits. The Director of Financial and Administrative Services shall set credit/purchase limits on each card issued subject to final approval by the Mayor. Individual purchases shall not exceed five thousand dollars (\$5,000) and in no event shall the credit/purchase card limit exceed ten thousand dollars (\$10,000) for any individual credit/purchase card account without pre-approval of the Director of Financial and Administrative Services.

(5) Credit Card Restriction. The following will be considered an unauthorized transaction, purchase or use of any City credit/purchase card:

- (i) Cash advances;
- (ii) Payment of invoices or statements;
- (iii) Purchases where an open charge account would be utilized;
- (iv) Personal purchases of any kind; and/or
- (v) Obtaining cash refunds for goods purchased with a City credit/purchase card.

(6) Disallowed Charges. Disallowed charges or charges not properly identified will be paid by the employee before the charge card/purchase billing is due. Failure to do so will render the employee personally liable where the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the card. The employee shall not use the credit/purchase card if any disallowed charges are outstanding.

The act of obtaining a City credit/purchase card does not indicate pre-approval of expenditures.

(7) Return of Credit/Purchase Card. The employee shall return all City credit/purchase cards at the request of the Director of Financial and Administrative Services, or upon separation of employment. Final paycheck will be held until all outstanding City property has been returned.

(b) The Mayor and/or Director of Financial and Administrative Services are authorized to implement any additional policies or administrative procedures necessary to implement the provisions of this section.

SECTION 8. Chapter 3.01 of the Bremerton Municipal Code entitled "Rates and Fees" is hereby amended to read as follows:

**Chapter 3.01
RATES AND FEES**

3.01.010 RATES AND FEES ESTABLISHED.

Rates and fees for services relating to the Department of Financial and Administrative Services, Municipal Court, Department of Community Development, Police Department, Fire Department, Parks and Recreation Department, Department of Public Works and Utilities, Bremerton Kitsap Access Television (BKAT) and other related services are established by resolution or ordinance and are on file with the City Clerk and may be posted or linked on the City of Bremerton's website.

SECTION 9. Chapter 3.02.010 of the Bremerton Municipal Code entitled "Budget Structure" is hereby amended to read as follows:

3.02.010 BUDGET STRUCTURE.

(a) Biennial Budget Established.

(1) Pursuant to RCW 35.34.040, the City Council hereby establishes a two (2) year biennial budget for the City of Bremerton, beginning with the biennium starting on January 1, 2025. The 2025-26 biennial budget shall be prepared, considered and adopted under the provisions of the ordinance codified in this section and Chapter 35.34 RCW.

(2) Mid-Biennial Review and Modification. Pursuant to Chapter 35.34 RCW, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. No sooner than eight (8) months after the start of the first year of the fiscal biennium and no later than the first regularly scheduled City Council meeting in November of the first year of each biennial budget, the Financial and Administrative Services Director shall prepare proposed budget modifications to be effective the following January 1.

SECTION 10. Chapter 3.08.040 of the Bremerton Municipal Code entitled "Payment of Claims" is hereby amended to read as follows:

3.08.040 PAYMENT OF CLAIMS.

Claims presented to the City for the payment of materials furnished or services rendered to the City may be paid by warrant or check prior to City Council approval if the following conditions are met:

(1) The Mayor, the Mayor Pro Tem, the Director of Financial and Administrative Services, and any designee authorized to sign the checks or warrants, shall each furnish an official bond for the faithful discharge of his or her duties in an amount not less than

fifty thousand dollars (\$50,000). A blanket fidelity bond applicable to such officials and employees in addition to others in an amount not less than fifty thousand dollars (\$50,000) shall be sufficient to meet this requirement.

(2) All claims paid prior to Council approval shall require the approval of the Director of Financial and Administrative Services or his or her designee.

(3) The City Council shall review all documentation supporting any claim paid and for approval of all checks or warrants issued in payment of any claim at its next regularly scheduled public meeting, subject to scheduling, but in no event, later than one (1) month from issuance.

(4) If, upon review, the City Council disapproves a claim, the auditing officer, Mayor, Mayor Pro Tem, Director of Financial and Administrative Services, and any person signing the check shall jointly cause the disapproved claim to be recognized as a receivable of the City and shall direct the financial and administrative services department to pursue collection diligently until the amounts disapproved are collected or until the City Council is satisfied and approves the claim.

(5) Notwithstanding the fact that all of the above conditions are met, the City Council may stipulate that certain kinds or amounts of claims shall not be paid before the City Council has reviewed the supporting documentation and approved the issue of checks or warrants in payment of those claims.

SECTION 11. Chapter 3.12.030 of the Bremerton Municipal Code entitled "Funding Basis" is hereby amended to read as follows:

3.12.030 FUNDING BASIS.

Beginning with the City's fiscal year 2006 budget, all capital improvement projects as defined in this chapter will contribute to the one (1) percent for arts fund.

(a) Calculation of Contribution to Fund. The amount of the annual appropriation for art shall be equal to one (1) percent of the total eligible funds of capital improvement projects as follows:

(1) At a minimum, the amount budgeted for art in a capital improvement project shall be equal to one (1) percent of the total construction costs as bid and awarded.

(2) In all cases where a capital improvement project has a scope of work that includes both eligible and ineligible elements and categories, the budget for art shall be calculated, at a minimum, in the eligible portions of the project. In all cases where a capital improvement project includes a source of funds which is eligible for a public art purpose but which may not be pooled with other funds and may not be used for another or different project, the budget for art in that capital improvement project shall include one (1) percent of such eligible funds.

(b) Pooling of Funds. A policy is hereby established to direct the transfer to and pooling of all one (1) percent for arts fund program monies in the arts fund. Pooling affords the

opportunity to look at the needs of the City as a whole and use the art monies only for those projects which may have the greatest value and impact on communities or offer the best opportunities for artist involvement.

(c) Appropriation of Funds. At the time a capital improvement project is proposed, the project department shall calculate and include a budgeted line item for the arts fund associated with each eligible project. The ~~Finance~~ Financial and Administrative Services Department shall confirm the calculations and include the appropriations for art in the proposed City budget. The amounts budgeted for the arts fund in particular projects may be adjusted to reflect Council changes to the budget for the capital improvement project. All amounts budgeted for the arts fund shall be transferred directly into the arts fund. Fund transfers to the arts fund will occur as soon as practicable after a bid has been awarded for the project.

(d) Fund Balance. Any year the year-end estimated fund balance is budgeted at less than ten thousand dollars (\$10,000), the general fund will transfer funds to the one (1) percent for arts fund to make up the shortfall.

SECTION 12. Chapter 3.36.030 of the Bremerton Municipal Code entitled "Administration and Expenditure" is hereby amended to read as follows:

3.36.030 ADMINISTRATION AND EXPENDITURE.

The Contingency Reserve Fund shall be operated as a special revenue fund administered by the Director of Financial ~~and Administrative~~ Services and the Mayor. All monies received by the fund, together with investment earnings thereon, may be expended only in the following manner:

(a) Emergency or Unfunded Unforeseen Expense. Funds may be expended from the Contingency Reserve Fund in the event of 1) a bona fide emergency as defined in and pursuant to RCW 35.33.081 and 35.33.091, as currently enacted and hereinafter amended, or 2) for an unforeseen and unfunded expense. In either event, funds may be withdrawn from the Contingency Reserve Fund by transfer to the appropriate operating fund authorized by resolution or ordinance adopted by the City Council pursuant to RCW 35.33.147, as currently enacted and hereinafter amended. A unanimous vote of all members of the City Council shall be required to authorize fund transfer.

(b) Funds in Excess of Minimum Fund Balance. Should the balance of the Contingency Reserve Fund at any time exceed the minimum fund balance, the excess funds may be used for capital purchases upon City Council approval by simple majority vote.

SECTION 13. Chapter 3.49.060 of the Bremerton Municipal Code entitled "Rules and Regulations" is hereby amended to read as follows:

3.49.060 RULES AND REGULATIONS.

The Director of Financial ~~and Administrative~~ Services, or designee, may establish administrative rules and regulations as deemed appropriate, consistent with this chapter for the purpose of enforcing and carrying out its provisions.

SECTION 14. Chapter 3.78.105 of the Bremerton Municipal Code entitled "Affordable Housing Capital Fund" is hereby amended to read as follows:

3.78.105 AFFORDABLE HOUSING CAPITAL FUND.

If an application for the multifamily tax exemption is approved, the project has completed construction, and a final certificate of property tax exemption has been issued as set forth in BMC 3.78.100, the Director of Financial and Administrative Services, or designee, shall transfer to the affordable housing capital fund revenues based on the anticipated sales tax received or to be received by the City for the construction of the project. The Director shall determine the value of the sales tax revenues to be transferred to the fund based on (1) the City's portion of the current sales tax rate for the construction, and (2) the estimated cost of construction as established in the building permit application and other relevant information as the Director deems appropriate. Once established, the funds will be transferred to the affordable housing capital fund at the beginning of the next fiscal year. The funds shall be used for affordable housing projects approved by the City Council, unless the funds are otherwise allocated by the City Council.

SECTION 15. Chapter 10.10.010 of the Bremerton Municipal Code regarding Parking Code entitled "Definitions" is hereby amended to read as follows:

10.10.010 DEFINITIONS.

For the purpose of this chapter, the words and phrases set forth in this section are defined as follows:

"Block" means the area comprised of properties along each side of a street between two (2) intersections or an intersection and a road end.

"BMC" means Bremerton Municipal Code.

"Boat or vessel" means every description of watercraft used or capable of being used as a means of transportation on the water including marine vehicle (trailered or nontrailered).

"Boat trailer" means any trailer or semi-trailer constructed and/or designed primarily to transport or carry boats.

"City parking facility" means City-owned or City-controlled parking facility, including parking garages and parking lots, whether paid or unpaid parking.

"Department" means the Department of Financial and Administrative Services, unless another department is referenced.

"Director" means Director of Financial and Administrative Services or other department director authorized by the Mayor to enforce this chapter, or their designee, including, but not limited to, parking enforcement officer, unless another director is referenced.

"Downtown core" means that area in downtown Bremerton from and including Warren Avenue east to the waterfront and from and including 6th Street south to the waterfront and the Puget Sound Naval Shipyard.

"Motor vehicle" means any self-propelled vehicle such as a car, truck, van, motorcycle, or any other similar self-propelled vehicle.

"Paid parking zone" means the street, or part thereof, within the City where parking spaces are restricted to paid parking.

"Parking generator" means anything that significantly increases commuter parking demand. Examples include, but are not limited to: ferry terminals, schools, hospitals, business districts, and military installations.

"Parking permit" means a permit issued by the City that exempts the permit holder, when displayed properly, from the timed parking restriction in effect in the permit holder's restricted parking zone.

"Passenger load only zone" means a parking space reserved for active passenger loading or unloading only. These spaces will be marked with the time restriction applicable to them.

"Peak parking hours" means those hours in a day where a particular vicinity experiences the greatest demand for parking.

"Permit only zone" means a prescribed area where on-street parking is reserved for the exclusive use of the permit holders in the prescribed vicinity and their visitors holding a permit.

"RCW" means Revised Code of Washington.

"Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient and is not immobilized or permanently affixed to a mobile home lot and further includes a dune buggy or off-road vehicle (trailed or nontrailed).

"Resident," as used in this chapter, refers to an individual living in a dwelling unit or a business owner operating a business on property owned or leased by the business owner.

"Resident vehicle" means a motor vehicle parked in a prescribed residential area by a resident of the area.

"Residential area" means a contiguous area containing public rights-of-way or parts thereof primarily abutted by residential property or residential use.

"Residential permit identification number" means a residential permit identification number assigned to (1) a specific vehicle license plate number, and (2) a dwelling unit and/or business location.

"Residential restricted parking zone" means a restricted parking zone in a residential area.

"Restricted parking zone" means an area of the City subject to parking restrictions including time limits or other restrictions contained in this chapter including paid parking zones, passenger load only zones, permit only zones and other restricted parking areas or spaces both in residential and nonresidential areas.

"Street" means any right-of-way, highway, avenue, lane, road, drive, place, boulevard, alley, way, sidewalk, planting or parking strip, shoulder and every way or place in the City of Bremerton open as a matter of right to public vehicular travel or parking or other similar public use.

"Trailer" means every vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a hitch or other connector, and ordinarily used for transporting items upon public rights-of-way.

"Vehicle" means motor vehicle, car, truck, vehicle, van, tractor, bus, trailer (including boat trailer with or without a boat situated thereon), recreational vehicle, tractor or semi-trailer, motorcycle or boat or vessel (trailered or nontrailered), whether licensed or unlicensed, or motorized or nonmotorized, unless otherwise defined.

"Visitor vehicle" means a motor vehicle parked by a person who is visiting a resident within a residential restricted parking zone.

SECTION 16. Chapter 10.10.020 of the Bremerton Municipal Code entitled "Parking Administration" is hereby amended to read as follows:

10.10.020 PARKING ADMINISTRATION.

Collection of parking fees, maintenance of parking meters or other collection devices, and the issuance of parking permits shall be administered by the Department of Financial and Administrative Services, which shall promulgate procedures to administer permits as authorized in this chapter, including processes for establishing proof of residency; vehicle ownership, use or control; and for the revocation of permits for misuse. Appropriate parking fee schedules, permit fees and related services as well as fines and penalties for violations shall be set by the City Council and are set forth in Chapter 3.01 BMC. Fees may be collected by the use of parking meters, pay boxes or other devices and through the issuance of parking permits authorized by this chapter. The Director shall, in a manner consistent with this chapter, establish, locate and post parking restrictions within the City rights-of-way where required to regulate parking.

SECTION 17. Chapter 10.10.080 of the Bremerton Municipal Code regarding Parking Code entitled "Enforcement Procedures" is hereby amended to read as follows:

10.10.080 ENFORCEMENT PROCEDURES.

(a) Enforcement Officer. The parking regulations set forth in this chapter and the Washington Model Traffic Ordinance as adopted pursuant to Chapter 10.04 BMC shall be enforced by the:

- (1) City's police officers and other law enforcement officers; and/or
- (2) City's parking enforcement officers, as applicable.

The City's parking enforcement officers include parking enforcement officers with limited commission as set forth in subsection (d) of this section and those City officials authorized by the Director of Financial and Administrative Services or by the Director of Public Works and Utilities to enforce provisions of this chapter.

(b) Notice of Infraction. If any vehicle is found parked, standing, or stopped in violation of this chapter, or otherwise violates the provisions of this chapter, the enforcement officer finding the vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously affix to the vehicle a notice of parking infraction. A notice of parking infraction represents a determination that a parking infraction has been committed.

(c) Registered Owner - Responsible for Violation. In any parking violation case involving an infraction relating to the stopping, standing, or parking of a vehicle, the registered owner of the vehicle shall be responsible for the violation unless the registered owner can provide proof that the vehicle was sold or stolen or other similar event in which the registered owner had no direct or indirect control of the vehicle.

(d) Limited Commission Officers. The City's Police Department is authorized to appoint parking enforcement officers with a limited commission to issue notices of infractions for violations of the City's parking regulations

SECTION 18. Chapter 15.06.025 of the Bremerton Municipal Code regarding Utility Billing entitled "Sewer Conservation Loan Program" is hereby amended to read as follows:

15.06.025 SEWER CONSERVATION LOAN PROGRAM.

(a) Property owners who meet the requirements of this section may qualify for a loan known as a sewer conservation loan pursuant to RCW 35.67.360. A sewer conservation loan under this section is a loan from the City to a property for all, or a portion, of the GFC established under BMC 15.06.020 and any inspection fees related to connection to the City's wastewater system. The principal amount of the loan authorized by this section shall not exceed the amount of the GFC, together with inspection fees.

(b) In order for a property owner to qualify for a loan under this section, the property to which the connection is to be made must be:

- (1) Within the City's wastewater system;
- (2) A developed lot with an existing single-family home; and
- (3) Served by a septic system that has been designated as a failed septic system by the Kitsap Public Health District.

(c) In order to qualify for a loan under this section, the property owner must:

- (1) Complete a sewer conservation loan application;
- (2) Pay the sewer conservation loan application fee;
- (3) Have no utility shut-offs within the thirty-six (36) months prior to the date of the sewer conservation loan application;
- (4) Execute a promissory note and deed of trust under the terms set out in this section;
- (5) Pay the recording fee to record the deed of trust; and
- (6) If outside City limits, agree not to protest any annexation petition that includes the property being connected to the City's wastewater system and grant the City a limited power of attorney to include consent to the annexation of said property as part of any notice of intent or petition for annexation presented to the City.

(d) The terms of the loan shall be as follows:

- (1) The loan will be structured as a simple promissory note.
- (2) The term of the note shall not exceed five (5) years, commencing on the date the property owner executes the promissory note.
- (3) The note will bear interest at the rate which is based on the City's current investment yield at the time of the loan, plus a two percent (2%) margin to cover administrative costs and interest rate fluctuations over the loan period.
- (4) The loan will be secured by a deed of trust, or such other instrument as may be acceptable to the City ~~Finance~~ Financial and Administrative Director and City Attorney.
- (5) The note shall provide for acceleration of the principal upon default in any payment. In the event of default, the City shall have all available remedies, including, but not limited to, foreclosure of its interest in the property, notification of credit bureaus, use of collection agencies, and terminating service.
- (6) Loan principal and interest charges will be amortized and billed by the City and due monthly. The monthly payment will be no lower than fifty dollars (\$50.00). Appropriate penalties may be imposed by the City for delinquent accounts.
- (7) There shall be no penalty for prepayment.

(8) The note will contain a due on sale clause which provides for payment in full of all outstanding principal and interest upon sale of the property. Loans shall be limited by available funds. The amount of available funds shall be at the discretion of the City Council and shall be determined periodically by City Council motion, resolution, or ordinance. All funds used for loan purposes shall be derived from operating revenues from the sale of sewer services.

SECTION 19. Chapter 15.07.010 of the Bremerton Municipal Code regarding Utility Billing entitled "Purpose" is hereby amended to read as follows:

15.07.010 PURPOSE.

The provisions in this chapter provide for the establishment of a City billing and receipting system for the reimbursement of the costs of providing utility service.

The City is additionally authorized to provide to other municipal corporations billing and accounting services through interlocal agreement approved by the Mayor and authorized by the City Council.

Utility billing shall be processed and administered by the Department of Financial and Administrative Services.

SECTION 20. Chapter 15.07.020 of the Bremerton Municipal Code entitled "Utility Service Accounts" is hereby amended to read as follows:

15.07.020 UTILITY SERVICE ACCOUNTS.

The City shall create a utility service account upon receipt of an executed utility service agreement or an executed owner/tenant form as applicable.

The account shall be in the name of the owner and may be activated or terminated only upon written notice by the owner and payment for services provided.

Owners of a single water-metered building shall be the bill payer responsible for all charges to the account.

Billing for utility services shall commence for each service at the date of connection of each service to the property or the date of the closing of sale for a property.

Billing for mandated wastewater service, as directed by the Health District local Health Official or the Director regardless of connection, shall commence sixty (60) days following written notice by the Health District local Health Official or the date of connection, whichever shall occur first.

All utility billing forms will be available on the City of Bremerton website. Electronic signatures will be accepted for all utility billing online application submittals.

When it benefits the utility to do so and at the discretion of the Director of Financial and Administrative Services, or designee, a credit may be authorized for a utility customer not to exceed fifty dollars (\$50.00) per year per account. A credit in excess of this amount requires City Council approval by motion or resolution.

SECTION 21. Chapter 15.08 of the Bremerton Municipal Code entitled

"Appeals" is hereby amended to read as follows:

**Chapter 15.08
APPEALS**

Sections:

15.08.010 APPEALS - DEPARTMENT OF FINANCIAL AND
ADMINISTRATIVE SERVICES.

15.08.020 APPEAL - ADMINISTRATIVE HEARING EXAMINER.

**15.08.010 APPEALS - DEPARTMENT OF FINANCIAL AND
ADMINISTRATIVE SERVICES.**

A property owner, tenant or developer ("customer") shall have the right to appeal matters dealing with accounting, billing and service termination.

In the case of termination of service, an appeal shall be filed in writing with the Department of Financial and Administrative Services within fourteen (14) days of the notice of termination. All other complaints shall be filed within thirty (30) days of notice of the action appealed.

The City shall be required to respond in writing to the appellant within thirty (30) days affirming or reversing its decision or requesting additional information for adjudication of the complaint.

15.08.020 APPEAL - ADMINISTRATIVE HEARING EXAMINER.

Any customer aggrieved by the City's decision after a written complaint has been denied by the City under BMC 15.08.010 may, within fourteen (14) calendar days from the date that the City's decision was mailed to the customer, appeal such denial or revocation by filing a written notice of appeal setting forth the grounds therefor with the Administrative Hearing Examiner pursuant to Chapter 2.13 BMC. A filing fee as set forth in Chapter 3.01 BMC shall be submitted with the appeal, which filing fee is required to process the appeal. The hearing shall be conducted in accordance with the procedures for hearing contested cases set out in Chapter 2.13 BMC. After the hearing thereon, the Administrative Hearing Examiner shall, after appropriate findings of fact and conclusions of law, affirm, modify, or overrule the City's decision, and may impose any terms thereupon.

The decision of the Administrative Hearing Examiner shall be final. The customer and/or the City may seek review of the decision by the superior court of Washington in and for Kitsap County within twenty-one (21) calendar days from the date of the decision.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B8

SUBJECT:

Ordinance to correct legislative markup
errors in Ordinance No. 5506

Study Session Date: January 22, 2025

COUNCIL MEETING Date: February 5, 2025

Department: DCD

Presenter: G. Jackson, Pln Mgr.

Phone: (360) 473-5289

SUMMARY: On December 18th, 2024 the City Council held a public hearing and adopted Ordinance # 5506 related to BMC Title 20 permit procedures. Since that time clerical errors have been identified in the legislative markup of the adopted ordinance. The attached ordinance highlights areas where discrepancies have been identified and corrects these clerical errors. Staff seeks permission from Council to work with the City Attorney on a corrective Ordinance to be presented for public hearing at the February 5th 2025 City Council meeting.

ATTACHMENTS:

Proposed Ordinance

FISCAL IMPACTS (Include Budgeted Amount): None.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ to correct clerical errors found in Ordinance No. 5506 related to BMC Title 20 permit procedures.

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

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending the Bremerton Municipal Code Title 20 related to project permit procedures and timelines.

WHEREAS, the Washington State Legislature passed Senate Bill 5290 (SB 5290) in 2023 requiring municipalities to report on their permit processing timelines for 2024, streamline the permit review process, and conform to new timelines, or adopt an ordinance establishing longer timelines; and

WHEREAS, pursuant to Section 8 of SB 5290, noncompliance with the permit review timelines may require the return of a portion of permitting fees unless certain provisions are adopted to provide prompt review; and

WHEREAS, the City of Bremerton complies with Section 8 of SB 5290, subsections 1(f), (g), and (h) by (i) only requiring public hearings for permit applications that are required to have a public hearing by statute, (ii) making presubmittal application conferences optional rather than a requirement of permit application submittal, and (iii) making housing types an outright permitted use in all zones where the housing type is permitted; and

WHEREAS, the City of Bremerton (“City”) has established a procedure for amending the Zoning Code in Title 20.18.020(d) of the Bremerton Municipal Code (“BMC”), which requires amendments to the Zoning Code to be both consistent with the goals and policies of the Comprehensive Plan and to be consistent with other applicable rules and regulations; and

WHEREAS, these amendments are consistent with the City’s Comprehensive Plan, County Wide Planning Policies, the State Growth Management Act, and other applicable regulations and ordinances; and

WHEREAS, on October 21, 2024 the Planning Commission conducted a workshop on the proposed Zoning Code amendments; and

WHEREAS, on November 8, 2024 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing held by the Planning Commission; and

WHEREAS, on November 14, 2024 proposed Zoning Code amendments were circulated to Department of Commerce and the State Agencies for the requisite review and comment period; and

WHEREAS, on November 14, 2024 for Zoning Code amendments, a State Environmental Policy Act (“SEPA”) Determination of Nonsignificance (“DNS”) was issued for the proposed action with a comment period, and no appeals were filed; and

WHEREAS, on November 18, 2024 the Planning Commission conducted a public hearing on the Zoning Code amendments and formulated a recommendation to forward the amendments for City Council consideration; and

WHEREAS, on December 5, 2024 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing on December 18, 2024 by the City Council; and

WHEREAS, on December 18, 2024, the City Council conducted a public hearing and considered all testimony prior to their decision; NOW THEREFORE,

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

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

SECTION 2. *Planning Commission Findings.* The findings and conclusions adopted by the Planning Commission attached hereto as **Exhibit A** are adopted and incorporated as if set forth herein in full.

SECTION 3. Section 20.02 of the Bremerton Municipal Code entitled “Project Permits” is hereby amended to read as follows:

20.02.010 PURPOSE AND INTENT.

(a) Fundamental land use planning choices made in adopted Comprehensive Plans and development regulations shall serve as the foundation for project review. This chapter establishes how the City of Bremerton will process applications for project permits.

(b) These procedures provide for an effective processing and review of permits consistent with Chapter [36.70B](#) RCW. This chapter is applied in conjunction with Chapter [2.13](#) BMC (Administrative Hearing Examiner); Chapter [17.04](#) BMC (City Building Code); Chapter [20.04](#) BMC (State Environmental Policy Act); Chapter [20.12](#) BMC (Land Division); BMC Title [20](#), Division III; the Bremerton Shoreline Master Program; Chapter [20.14](#) BMC (Critical Areas); and other applicable codes making reference to this chapter. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5091 §2 (part), 2009: Ord. 4938 §3 (part), 2005)

20.02.020 DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

"City" means the City of Bremerton.

"Closed-record appeal" means an administrative appeal on the record on a project permit application following an open-record hearing with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

"Days" means calendar days.

"Department" means Department of Community Development.

"Director" means the Director of the Department of Community Development of the City of Bremerton or his/her designee.

"Hearing body" means the City Council, Hearing Examiner or any other body designated by the City Council to preside over an open-record hearing or closed-record appeal.

"Hearing examiner" means the Administrative Hearing Examiner pursuant to Chapter [2.13](#) BMC.

"Open-record appeal hearing" means an open-record hearing held on an appeal when no open-record predecision hearing has been held on the project permit application.

"Open-record hearing" means a hearing that creates the City's record through testimony and submission of evidence and information, under procedures prescribed by the City by ordinance or resolution. An open-record hearing held prior to the City's decision shall be known as an "open-record predecision hearing."

"Parties of record" means:

- (1) The applicant;
- (2) The property tax payer as identified by the records available from the Kitsap County Assessor's Office;
- (3) Any person who testified at the open-record public hearing on the application; and/or
- (4) Any person who submitted written comments during administrative review public comment period or has submitted written comments concerning the application at the open-record public hearing (excluding persons who have only signed petitions or mechanically produced form letters).

"Project permit" or "project permit application" means any land use or environmental permit or license required from the City of Bremerton for a project action, including but not limited to building permits, site development permits, land use preparation permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, development plan review, site-specific rezones authorized by the Comprehensive Plan, but excluding adoption or amendment of the Comprehensive Plan and development regulations, zoning of newly annexed land, area-wide rezones, and zoning map amendments except as otherwise specifically included in this subsection.

"Public meeting" means an informal meeting, hearing, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the City's decision. A public meeting may include, but is not limited to, a design review meeting, a special committee meeting, such as the short subdivision committee, or a scoping meeting on a draft environmental impact statement. A public meeting does not include an open-record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the City's project permit application file.

"SEPA" means the State Environmental Policy Act and includes the provisions of Chapter [43.21C](#) RCW, Chapter [197-11](#) WAC and Chapter [20.04](#) BMC.

"Stand alone nonproject SEPA" means a nonexempt proposal involving a decision on policies, plans, or programs that requires SEPA review and that is not associated with the Comprehensive Plan, development regulations, or area-wide rezones subject to Chapter [20.10](#) BMC, Chapter [20.18](#) BMC, and BMC [20.58.050](#), respectively.

20.02.030 GENERAL PROVISIONS.

(a) General Exemptions. The following permits or approvals are exempt from the procedures set forth in this chapter:

- (1) Landmark designations;
- (2) Street vacations;
- (3) Right-of-way/street use permits;
- (4) Permits or approvals relating to the use of public areas or facilities;
- (5) Permits or approvals involving the location or development of essential public facilities or utilities;
- (6) Bremerton Fire Department permits;
- ~~(7)~~ Project permits not listed in this chapter which are categorically exempt from SEPA;
- ~~(8)~~ Legislative actions such as the adoption of or amendments to the Comprehensive Plan, subarea plans, area-wide map amendments, and development regulations. Such legislative actions are addressed in Chapters [20.10](#) and [20.18](#) BMC and BMC [20.58.050](#).

(b) Applicable Procedures. The Director shall determine the proper procedure for the processing of each project permit application pursuant to the provisions of this chapter. Disputes shall be resolved in favor of the higher category. Type I is considered the lowest and Type IV is the highest.

(c) Standard Consistency. The City reviews proposals for consistency to applicable development regulations and the Comprehensive Plan. This determination includes consideration of the following:

- (1) The type of land use permitted, including uses that may be permitted under certain circumstances, provided the criteria for their approval is satisfied;
- (2) The density of development allowed such as units per acre or other measures of density;
- (3) Availability and adequacy of infrastructure, which includes public facilities and services identified in the Comprehensive Plan; and
- (4) Characteristics of the development such as development design standards.

(d) Conflict with Other Regulations. When any provisions of this chapter conflict with provisions of other City regulations, ordinances or resolutions, the more restrictive shall apply.

(e) Severability. If any part or provision of this chapter or the application of these regulations to any person or circumstances is adjudged invalid by any court of competent jurisdiction, the judgment shall be confined in its operations to the part, provision, or application directly

involved in the controversy in which the judgment shall be rendered and it shall not affect or impair the validity of the remainder of these regulations or the application of them to other persons or circumstances.

(f) General Notice Requirements. The available records of the Kitsap County Assessor's Office shall be used to determine the property taxpayer of record. All notices shall be deemed to have been provided or received on the date the notice is deposited in the mail or personally delivered, whichever occurs first. Failure to provide the public notice as described in this chapter shall not be grounds for invalidation of a decision on a permit.

(g) Optional Public Notice. In addition to required public notice, the City may provide notice to other individuals or organizations interested or possibly affected by the proposal. Failure to provide optional public notice shall not be grounds for invalidation of a decision on a permit.

(h) Application Submittals. The City's online portal acts as the application for project permits. Required application content is provided in the City's handouts/forms which are used to supplement Municipal Code. Submittal requirements for a complete application are provided in the forms and handouts which identify the types of reports, documents, and information necessary.

20.02.040 PROJECT PERMIT PROCESSING PROCEDURES.

Project permit applications are categorized as Type I, Type II, Type III or Type IV project permits. Permit processing procedures may include determination of completeness, notice of application, notice of public hearing and notice of decision. Applicable procedures for the processing of permits are pursuant to the following provisions:

(a) Type I Project Permits. These are administrative decisions by the Director who may approve, conditionally approve or deny the application. They include permits categorically exempt from SEPA review or that have had SEPA review previously completed in connection with another application or permit. Type I project permit processing procedures are set forth in Table 040. Examples of Type I permits include administrative code interpretations, building/construction/demolition permits (SEPA exempt), final short subdivisions, permit revocations, etc.

(b) Type II Project Permit. These are administrative decisions by the Director with limited public notice. The Director has the authority to approve, conditionally approve or deny the application. Type II project permit processing procedures are set forth in Table 040. Examples of Type II permits include administrative conditional use permits, short plats/binding site plans, site plan review (requiring SEPA), building/construction/demolition permits (requiring SEPA), stand alone nonproject SEPA, etc.

(c) Type III Project Permit. These are Hearing Examiner decisions. The Hearing Examiner may approve, conditionally approve, or deny the application. Type III project permit processing procedures are set forth in Table 040. Examples of Type III permits include nonadministrative conditional use permits, preliminary formal subdivisions, variances, etc.

(d) Type IV Project Permit. These are decisions by the City Council after a closed-record hearing. The City Council may approve, conditionally approve, modify and approve or deny the application. Type IV project permit processing procedures are set forth in Table 040. Examples of Type IV permits include site-specific rezones, development agreements, vacation of subdivisions, etc.

(e) Table 040 Permit Processing Procedures.

Application Type	Determination of Completeness	Notice of Application	Notice of Hearing	Notice of Decision
Type I Permit	No	No	No	No
Type II Permit	Yes	Yes	No	Yes
Type III Permit	Yes	Yes	Yes	Yes
Type IV Permit	Yes	Yes	Yes	Yes
Development Agreement	No	No	Yes	Yes
Final Subdivision ¹	No	No	No	No
Site Specific Rezone ²	Yes	Yes	Yes	Yes
Stand Alone Nonproject SEPA	No	No	No	No

1 The Hearing Examiner holds an open-record hearing for preliminary approval. The Director makes the final administrative decision.

2 The Hearing Examiner holds an open-record hearing. The City Council holds a closed-record hearing for final approval.

20.02.050 PRESUBMITTAL APPLICATION CONFERENCE.

(a) Purpose. The purpose of the pre-application conference is to acquaint the applicant with the review procedures and applicable Bremerton Municipal Code provisions to the proposal. ~~Type II, III and IV permits require a presubmittal application conference prior to submitting an application. Anyone choosing the consolidated permit process set forth in BMC 20.02.060 also requires a presubmittal application conference.~~ Presubmittal application meetings are encouraged; ~~Only one (1) a single meeting is required~~ may be scheduled for all project permit applications related to the same project action.

~~(b) Waiver. The Director may waive the requirement for a presubmittal application conference when a proposal is determined not to be of a size and complexity to require a detailed analysis.~~

~~(c)~~ Submission. Presubmittal application conferences may be held at any time before an application is submitted. A completed form and related information in sufficient number of copies as determined by the Director are required. The information does not need to meet the submission requirement set forth in BMC [20.02.060](#).

~~(dc)~~ Timeline. The City shall hold the presubmittal application conference within thirty (30) days of the receipt of a completed request, unless the applicant agrees to an extension of this time in writing.

~~(ed)~~ Nonbinding. The presubmittal application conference is not intended to be an exhaustive review of all potential issues and the discussions shall not be binding or prohibit the enforcement of applicable laws. Failure to provide all pertinent information may prevent the City from identifying all of the issues or providing the most effective presubmittal application conference.

~~(e)~~ Lapse of Time. ~~If a time lapse of more than one (1) year occurs between a presubmittal application conference and the submission for permits, or if the Director determines the scope of the project has changed significantly from the presubmittal application conference, a new conference may be required.~~

20.02.060 SUBMISSION REQUIREMENTS.

(a) Application Contents. An application submitted to the Department shall be in a manner determined by the Director. Unless specified otherwise, an application shall at least include the following:

- (1) A completed application form;
- (2) A legal description of the property and associated tax account number(s);
- (3) A vicinity map showing the location of the property including surrounding major streets, shorelines and other reference points;
- (4) A site plan;
- (5) When required, mailing labels containing the names and addresses of all owners of record of parcels within the notification radius;
- (6) When required, SEPA checklist and/or other environmental documentation;
- (7) Additional information required by the Director to support a decision on the application(s), such as Notice to Title, easements, or other legal documents to verify ownership;
- (8) The application fee(s) for the permit(s) requested as set forth in Chapter [3.01](#) BMC or by other applicable rule or regulation.

20.02.070 VESTING.

A project permit application shall vest in the land use regulations in effect on the land at the time of submission of a completed project permit application as defined herein and all application fees are paid.

20.02.080 OPTIONAL CONSOLIDATED PERMITTING PROCESS.

(a) An application which involves two (2) or more permits or procedures may have the processes consolidated under the highest project permit classification and procedures. A request for concurrent review combining different application types will calculate review times based on the longest review time of all concurrent applications. The applicant shall request if they want their permit processes consolidated or if they want each permit processed individually.

(b) If a project involving two (2) or more permits has the permits processed individually, the highest project permit classification and procedures shall be finalized before subsequent permits can be issued. The Director may waive this requirement for permits not dependent on the higher classification of permit for their justification or implementation.

(c) If applicable, a single open-record hearing and no more than one (1) closed-record appeal shall be provided on a consolidated review process. The consolidated process may combine an open-record hearing on one (1) or more permits with an open-record appeal hearing on the other permits.

20.02.090 DETERMINATION OF COMPLETENESS.

When review procedures require a determination of completeness, the following shall apply:

(a) Determination. Within twenty-eight (28) days of accepting the application, the Department shall provide a written determination to the applicant, stating that:

(1) The application is complete; or

(2) The ~~submission requirements have not been met, and outlining application is incomplete and~~ what is necessary to make the application complete.

To the extent known, the City shall identify other agencies of local, state or federal governments that may have jurisdiction over some aspect of the application.

(b) Failure to Notify. Failure to provide a written determination within the required time shall automatically deem the application complete.

(c) Processing. A complete application meets the submission requirements set forth in BMC [20.02.060](#) and is sufficient for continued processing. The determination of completeness shall not preclude the City from requesting additional information or studies either at the time of the notice or subsequently if new information is required or substantial changes in the proposed action occur. Should additional information be requested, the applicant shall have sixty (60) ~~ninety (90)~~ days from the date notified to submit the requested materials. Should the materials not be submitted within the time limits, the application shall ~~lapse~~ expire and a new application will be required.

(d) Incomplete Application. An incomplete application shall have sixty (60) ~~ninety (90)~~ days from the date of the written determination in subsection (a)(2) of this section for the necessary information to be submitted. If the applicant either refuses in writing or does not submit the required information within the time limits, the application shall ~~lapse~~ expire and a new application will be required.

(e) Review of Additional Information. When additional information for an incomplete application is received, the City shall notify the applicant within fourteen (14) days of receipt of the additional information whether the application is complete or what additional information is necessary.

(f) Review Timeline. Following the date an application is determined complete, the date shall be noted and the ~~one hundred twenty (120) day~~ official review period to render a decision shall begin. The review periods for project permits are set forth in Table 090.

(g) Table 090 Permit Review Timelines.

<u>Application Type</u>	<u>Decision Timeline</u>
<u>Projects Not Requiring Public Notice</u>	<u>Within 65 Days after Determination of Completeness</u>
<u>Projects Requiring Public Notice</u>	<u>Within 100 Days after Determination of Completeness</u>
<u>Projects Requiring Public Notice and a Hearing</u>	<u>Within 170 Days after Determination of Completeness</u>

20.02.100 NOTICE OF APPLICATION.

When review procedures require a notice of application, the following shall apply:

- (a) **Timeline.** The notice shall be provided within fourteen (14) days after the determination of completeness is issued.
- (b) **Content.** The notice of application shall include the following:
 - (1) The file number assigned;
 - (2) The date of application, date of the notice of completeness, and the date of the notice of application;
 - (3) A description of the proposed project action and a list of permits included with the application and, if applicable, a list of requested studies;
 - (4) Identification of known permits not included with the application;
 - (5) Identification of existing environmental documents that evaluate the proposal;
 - (6) The location where the application and any studies can be reviewed;
 - (7) A statement of the public comment period and which shall not be less than fourteen (14) or more than thirty (30) days;
 - (8) A statement of the rights of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision and any appeal rights;
 - (9) Any other information determined appropriate by the City.
- (c) **Legal Notice.** Notice shall be provided in the following manner as applicable:
 - (1) **Mail.** The notice shall be sent by email, first class or higher mail to the following:
 - (i) The applicant;
 - (ii) Affected City departments;
 - (iii) State, federal and local agencies with jurisdiction;
 - (iv) For Type III permits, mailed notice shall also be sent to all property owners of real property (as shown by the records of the Kitsap County Assessor's Office) within three hundred (300) feet of the subject property. Where any portion of a property abutting the subject property is owned, controlled, or under the option of purchase by the applicant,

all property owners within a three hundred (300) foot radius of the total ownership interest shall be notified; and

(v) Any person who requests such notice in writing to the Department.

(2) Posting of the Property. Notice shall be posted according to the following:

(i) At least one (1) location on or adjacent to the subject property and that shall be clearly visible and legible from an adjacent street or public area;

(ii) The Director shall determine the specifications to the construction and installation of the notice boards.

(3) Publishing Notice. A published notice in the City's official newspaper of general circulation within the City boundaries is required. The content shall include the following:

(i) Project location;

(ii) Project description;

(iii) Type of permit(s) required;

(iv) Comment period and dates;

(v) Location where the complete application may be viewed.

(d) Integration of Notices. The City will integrate the notice of application with SEPA review whenever possible. Notification for a notice of application should be combined with the notification for threshold determination and the scoping for a determination of significance whenever possible.

(e) Issuance of Decisions. Except for a threshold determination, the City may not issue a decision or a recommendation on a permit until the expiration of the public comment period.

(f) Public Comments. Comments shall be as specific as possible. Comments shall be received by the last day of the comment period specified in the notice. If no comments are received by the date specified in the notice from an affected City department or agency with jurisdiction, which notification was sent to, then it is presumed that the department or agency has no comments.

20.02.110 NOTICE OF HEARING.

When review procedures require a notice of hearing, the following shall apply:

(a) Notice Integration. A notice of hearing is required for public hearings. A notice of hearing may be integrated with the notice of application.

(b) Notice Content. A written notice of hearing shall contain the following information:

(1) The name of the applicant or designated contact;

(2) A description of the affected property (not including any legal description);

(3) Project summary/description of each project permit application;

(4) The application/project file number;

(5) The date, time and place of the hearing;

(6) A statement that all interested persons may appear and provide testimony;

- (7) A statement where information may be examined or obtained and the staff contact and phone number;
 - (8) A statement how written testimony or comments may be submitted;
 - (9) The SEPA threshold determination along with any appropriate statement regarding any shared or divided lead agency status and phased review, and stating the end of any final comment period;
 - (10) The deadline (date, time and place) for submitting a SEPA appeal;
 - (11) A statement regarding any administrative appeal process including SEPA appeal.
- (c) Project Permit Notification. Notification for a hearing on a project permit shall be provided in the following manner as applicable:
- (1) Mail. The notice shall be sent by email, first class mail or higher to the following:
 - (i) The applicant;
 - (ii) All property owners of real property (as shown by the records of the Kitsap County Assessor's Office) within three hundred (300) feet of the subject property. Where any portion of a property abutting the subject property is owned, controlled, or under the option of purchase by the applicant, all property owners within a three hundred (300) foot radius of the total ownership interest shall be notified;
 - (iii) Any person providing a written request to the Department.
 - (2) Preliminary Plat. When adjacent to the right-of-way of a state highway, or within two (2) miles of the boundary of a state or municipal airport, mailed notice shall be given to the Secretary of Transportation, who has fifteen (15) days to respond.
 - (3) Posting of the Property. The notice shall be posted in the same manner and location(s) as the notice of application set forth in BMC [20.02.100\(c\)\(2\)](#).
 - (4) Publishing Notice. A published legal notice in the City's official newspaper of general circulation within the City boundaries is required. The content of the published notice shall include the following information:
 - (i) Project location;
 - (ii) Project description;
 - (iii) Type of permit(s) required;
 - (iv) Comment period and dates;
 - (v) Location where the complete application may be viewed.
- (d) Notice Deadlines. Notice shall be given at least ten (10) days before the hearing date except:
- (1) Shoreline permits pursuant to WAC [173-27-110\(3\)](#) shall be given at least fifteen (15) days.
 - (2) An integrated notice of hearing and notice of application shall be given at least fifteen (15) days.

- (3) An integrated notice of hearing and notice of a SEPA threshold determination shall be given at least fifteen (15) days.
- (e) Continuation of Hearing. Continued hearings do not require additional notices of hearing.
- (f) Appeal Notification. Notification for a hearing on an open-record or closed-record appeal shall be provided in the following manner:
 - (1) Mail. The notice shall be sent by email, first class mail or higher to the following:
 - (i) The applicant/appellant;
 - (ii) Parties of record;
 - (iii) Affected agencies;
 - (iv) Parties requesting notice; and
 - (v) Other persons whom the Department believes may be affected by the action.
 - (g) Additional Procedures. In addition to the procedures contained in this chapter, the Department may develop general procedures for notification, including mailing packets and the format of the notice and an affidavit of posting/ mailing form to be filled out by the party doing notice.

20.02.120 JOINT PUBLIC HEARING.

A hearing on a project permit application may be combined with any other hearing on the action held by another local, state, regional, federal, or other agency pursuant to RCW [36.70B.110](#) as currently enacted or hereinafter amended.

20.02.130 NOTICE OF DECISION.

The Director, the Hearing Examiner or the City Council issues a decision at the conclusion of applicable project permit review. The notice of decision may be included as part of the decision or project permit.

- (a) The City shall provide a notice of decision. The notice shall include a statement of any threshold determination made under SEPA and the procedures for appeal if a consolidated notice was not given under BMC [20.02.110](#)(d)(3).

(1) A decision of approval or denial may be issued if information requested by the City is not provided after a third request for corrections does not result in the applicant providing needed revised materials. Prior to decisions being issued per BMC 20.02.130(a)(1), the City shall notify the applicant within 14 days of issuing a decision to attempt to resolve outstanding issues. The City may consider a written requests not to issue a decision per this section when the applicant and City mutually agree to alternative permit review timelines per BMC 20.02.090(f).

- (b) Notification. Notification shall be provided in the following manner as applicable:
 - (1) Mail. The notice shall be sent by email, first class mail or higher to the following:
 - (i) The applicant;

- (ii) Any person who, prior to the rendering of the decision, requested notice of the decision in writing to the Department, or who submitted substantive comments on the application; and
 - (iii) Kitsap County Assessor's Office.
- (c) Notice Contents. The notice may include a copy of the report of decision on the project permit application; and shall include, when available, the SEPA threshold determination, the permit decision, the conditions of approval or where they may be viewed by the public, and the general procedures and time limits to file an appeal.
- (d) Change of Valuation. The notice shall state that affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.
- (e) Timelines. The notice shall be issued within ~~one hundred twenty (120) days after the City notifies the applicant that the application is complete pursuant to BMC 20.02.090~~ the time limit prescribed in 20.02.090(f), except as follows:
 - (1) The Director makes written findings that a specified amount of additional time is needed for processing the application; or
 - (2) A permit or approval involving the location or development of important public facilities or utilities, or related to the use of public areas or facilities, for public purposes may be excluded from the ~~one hundred twenty (120) day~~ time limit prescribed in 20.02.090(f) upon a determination of the Director that special circumstances warrant a longer process.
 - (3) A permit or approval where coordination with a government agency is sought by the City involving potential impacts to cultural resources.
- (f) Extension of Timelines. If the City is unable to issue its final decision on a project permit application within the time limits provided for in this chapter, it shall provide written notice of this fact to the parties of record. The notice shall include a statement of reasons why the time limits were not met, and an estimated date for issuance of the notice of decision.
- (g) Timeline Exclusion. The ~~one hundred twenty (120) day review~~ time limits in 20.02.090(f) shall exclude any of the following:
 - (1) Any period an applicant takes to provide additional information, perform studies or provide corrected plans requested by the city;
 - (2) Any period where the City determines that submitted information is insufficient or incorrect, and has requested the applicant provide the necessary information.
 - (3) Any period an environmental impact statement (EIS) is being prepared including scoping and preparing the draft and final EIS.
 - (4) Any period for administrative appeals and any period for reconsideration of decisions of the Hearing Examiner made on project permit applications. The period for consideration and decision on appeals shall not exceed:
 - (i) Ninety (90) days for an open-record appeal hearing; or
 - (ii) Sixty (60) days for a closed-record appeal.
 - (iii) The parties may agree to extend these periods.

- (5) Any extension of time mutually agreed upon by the applicant and the City.
- (6) All excluded periods are calculated from the date the City notifies the applicant to when the information satisfies the City's requirement.
- (7) The City may consider an applicant request to temporarily suspend review of an application until the time that the applicant notifies the city, in writing, that they would like to resume review of the application;
- (8) Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired; provided, that the city may set conditions on the temporary suspension of a permit application.
- ~~(79)~~ When the applicant submits the requested information, the City shall have fourteen (14) days to determine if it is satisfactory. If the information is not satisfactory, but the City fails to notify the applicant within the time limit, the information shall be deemed satisfactory.
- ~~(810)~~ The time limits established in this section do not apply if a project permit application:
- (i) Requires an **Is not a Project Permit Application (such as amendments to the Comprehensive Plan or a development regulation);** or
 - (ii) Requires approval of the location of an essential public facility as provided in RCW [36.70A.200](#); or
 - (iii) Is substantially revised by the applicant, in which case the period shall start from the date at which the revised project application is determined to be complete.
- (h) Liability. The City is not liable for damages due to the City's failure to make a final decision within the time limits established in this chapter.

20.02.140 APPEALS.

- (a) General.
- (1) Those land use and development decisions that are subject to appeal shall become final unless an appeal is filed within the designated time to file an appeal.
 - (2) The appellant shall bear the burden of proving the administrative decision was not supported by substantial evidence.
 - (3) Appeal of Type I or Type II project permit final decisions shall be to the Hearing Examiner. Appeals shall be filed within fourteen (14) days following the issuance of the notice of decision. A decision involving a SEPA determination of nonsignificance which required public comments shall have the appeal period extended an additional seven (7) days.
 - (4) Administrative appeal of a SEPA threshold determination on project permits is to the Hearing Examiner pursuant to Chapter [20.04](#) BMC and subsection (a)(3) of this section. The appeal shall consolidate any allowed appeals of procedural and substantive determinations under SEPA with a hearing or appeal on the underlying governmental action in a single simultaneous hearing before the Hearing Examiner consistent with Chapter [36.70B](#) RCW, WAC [197-11-680](#), this chapter and Chapter [20.04](#) BMC.

(5) Appeal of Type III or Type IV project permit final decisions shall be to Kitsap County Superior Court pursuant to Chapter [36.70C](#) RCW. Appeals shall be filed within twenty-one (21) days following the issuance of the notice of decision.

(6) Final decision relating to the Bremerton Shoreline Master Program may be appealed as follows:

(i) Director decisions and Type II shoreline permits may be appealed to the Hearing Examiner pursuant to subsection (a)(3) of this section or may be appealed directly to the Shoreline Hearings Board pursuant to RCW [90.58.180](#).

(ii) Hearing Examiner decisions may be appealed to the Shoreline Hearings Board by filing a petition for review within twenty-one (21) days of the date of filing pursuant to RCW [90.58.140](#)(6).

(b) Standing to Appeal. Only parties of record with standing may initiate an appeal. Standing constitutes the following:

(1) For Type I project permits, the applicant and the owner of property to which the permit decision is directed have standing.

(2) For project permits not Type I, the following have standing:

(i) Applicant;

(ii) Property owner to which the permit decision is directed;

(iii) Anyone who participates in the public hearing; or

(iv) Anyone who submits written comments in response to a legal notice within the required time limits.

(c) Filing an Appeal. Administrative appeals are filed by submitting a form provided by the Department. The appeal must be received by 5:00 p.m. on the last day of the appeal period. Appeals may be mailed, faxed or delivered to the Department.

(d) Timing of Decisions.

(1) An open-record appeal shall be decided within ninety (90) days from the date the complete appeal was filed.

(2) Should an occasion arise that would require a closed-record appeal hearing, such an appeal shall be decided within sixty (60) days.

(e) Computation of Time. For purposes of computing the time for filing an appeal, the day the decision is rendered shall not be included. The last day of the appeal period shall be included unless it is a Saturday, Sunday, a day designated by RCW [1.16.050](#) or by the City's ordinances as a legal holiday; then it also is excluded and the filing must be completed on the next business day.

(f) Content of Appeal. An administrative appeal shall not be accepted unless it is written, accompanied by the required appeal fee, and contains at least the following information:

(1) Appellant's name, address and phone number;

(2) Appellant's statement describing his or her standing, as a party of record, to appeal;

- (3) Identification of the application which is the subject of the appeal;
- (4) Statement of grounds for appeal and the facts upon which the appeal is based;
- (5) Statement of the relief sought, including the specific nature and extent; and
- (6) A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.
- (g) Effect. The timely filing of an administrative appeal shall stay the effective date of the decision until the appeal is either decided or withdrawn.
- (h) Notice of Appeal. The Director shall provide public notice of the appeal as provided in BMC [20.02.110](#)(f).

20.02.150 DESIGN REVIEW.

Buildings that are proposed for construction in areas having adopted design guidelines are subject to review and recommendation by the Design Review Board (Board). For any development activity that requires Board review, the applicant must comply with the provisions of this section before a building permit can be approved, as follows:

(a) Public Meetings. All meetings of the Board shall be open to the public ~~but are not subject to the requirements of the Open Public Meetings Act, Chapter [42.30](#) RCW.~~

(b) Conceptual Design Conference. Before submitting a building permit application, the applicant shall attend a conceptual design conference with the Board. The conference will be scheduled by the Director to occur within thirty (30) days of written request submittal of a complete application by the applicant. The purpose of this conference is to provide an opportunity for the applicant to discuss the project concept with the Board in the early stages of the project development and:

- (1) To review preliminary sketches of the design proposal presented by the applicant;
- (2) To discuss how the design guidelines pertain to the proposed development;
- (3) For the Design Review Board to designate which design guidelines apply to the proposed development based primarily on the location and nature of the proposed development; and
- (4) Other application materials the applicant will need to submit with the design review application.

~~(c) Application. Following the conceptual design conference, the applicant may then submit a building permit application to the Department. The application shall include all documents and exhibits required for the application, as well as all materials required as a result of the conceptual design conference.~~

~~(dc) Public Notice. On determination of a complete application for a building permit requiring design review, the Director shall schedule a design response conference with the Board to occur within sixty (60) calendar days.~~ The Director shall provide public notice of the Conceptual Design Review conference per the requirements of BMC [20.02.100](#). All interested parties from the Conceptual Design Review conference shall receive notice of the Design Response Conference.

(ed) Design Response Conference. The design response stage allows the Board to review the design plans and provide direction to the applicant on issues to be resolved for final approval. The applicant shall present the proposed project and demonstrate its consistency with the design guidelines as discussed in the conceptual design conference to the Board. The Board will consider the information presented and make a formal recommendation to the Director for project approval, approval with conditions, or denial. The Board may continue the conference if necessary to gather additional information necessary for its recommendation. If the conference is continued to a specific date, no further public notice is required; otherwise notice of continuance shall be mailed to all parties participating in the design response conference. The design response conference may be waived provided:

- (1) The Design Review Board provides a unanimous recommendation of approval and makes findings that the response conference is not necessary; and
- (2) The Director finds that more information is not required for the decision after the Design Review Board makes their unanimous recommendation.

(fe) Approval. Design Review approval is a Director decision, ~~on Approval of a building permit that is subject to Board review is a Type II Director decision;~~ however, the Board's recommendation shall hold substantial weight. ~~After reviewing the Board recommendation, the Director may grant, deny or conditionally approve an application for the proposed development.~~ Any deviation from the Board's recommendation shall be documented in the Director's findings and conclusions. ~~The decision of the Director may be appealed per the provisions of BMC 20.02.140.~~

20.02.160 DEVELOPMENT AGREEMENT REVIEW PROCEDURES.

- (a) The City may enter into a development agreement with a person having ownership or control of real property within its jurisdiction or outside its boundaries as part of a proposed annexation or a service agreement. A development agreement sets forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.
- (b) A determination of completeness, notice of hearing and a notice of decision are required pursuant to the provisions of this chapter. ~~The one hundred twenty (120) day time limit for the notice of decision shall not apply to a development agreement. Review timelines per BMC 20.02.090(h) do not apply to Development Agreements as they require legislative action.~~
- (c) When a request for a development agreement is consolidated with a Type III or IV project permit, the public hearing shall be consolidated with the open-record hearing on the permit before the Hearing Examiner. The Hearing Examiner shall make a recommendation to the City Council on the development agreement and approval of the project permit shall be conditioned on City Council approval of the development permit.
- (d) The City Council may approve a development agreement by ordinance or resolution only.

20.02.170 PLANNED ACTIONS.

A "planned action" is defined in WAC [197-11-164](#) as one (1) or more types of project action that has had significant environmental impacts adequately addressed in an environmental impact statement (EIS) prepared in conjunction with the Comprehensive Plan, subarea plan, fully

contained community, a master planned resort, a master planned development or a phased project.

(a) A project action addressed in a planned action does not require an environmental checklist or threshold determination, but may require the checklist for review to mitigate environmental impacts through the site plan review process.

(b) To qualify, a project action shall:

- (1) Be subsequent to or implementing projects in a Comprehensive Plan, subarea plan, fully contained community, a master planned resort, a master planned development or a phased project;
- (2) Be located within the City's adopted urban growth areas;
- (3) Be consistent with the Comprehensive Plan;
- (4) Not be an essential public facility, as defined in RCW [36.70A.200](#).

(c) The City Council shall designate and approve by ordinance a planned action. The ordinance:

- (1) Shall describe the type(s) of project action being designated as a planned action;
- (2) Shall describe how the planned action meets the criteria in subsection (b) of this section, including specific references to the EIS;
- (3) Shall include findings that the environmental impacts have been identified and adequately addressed in the EIS, subject to project review under WAC [197-11-172](#);
- (4) Should identify any specific mitigation measures other than applicable development regulations that must be applied to a project for it to qualify as a planned action.

(d) The planned action may be limited to certain types of development, to specific geographical areas of the City, and/or a time period identified in the EIS, plan, ordinance or resolution.

(e) Review of a project proposed as a planned action is intended to be simpler and more focused than for other projects. Review of the project shall include:

- (1) Verification that it meets the description and implements any applicable conditions or mitigation measures identified in the designating ordinance or resolution;
- (2) Verification that the proposed significant adverse environmental impacts of the project have been adequately addressed in the EIS.

(f) Nothing in this section limits the City from using applicable law to place conditions on the project in order to mitigate nonsignificant impacts through normal project review and permitting processes.

20.02.180 NOTIFICATION OF DEVELOPMENT.

Informational signage is required to be posted on the site for proposals of five (5) or more residential units, all nonresidential construction projects greater than 120 square feet, and on all sites that require State Environmental Policy Act (SEPA) review in accordance with the following standards:

(a) The City shall provide the sign to the applicant, along with instructions for posting the sign. The sign shall be installed per instructions provided by City staff. At a minimum, the sign will include permit number(s), description of intended use, general duration of construction, a site plan, elevations, and contact information.

(b) Posting of the sign is the applicant's responsibility. Proof of posting, such as a photo, must be provided to City staff. Signs shall be posted concurrently with review of development permits, after staff determines adequate information is available. Signs shall be removed upon final inspection.

SECTION 4. Section 20.46.070 of the Bremerton Municipal Code entitled "Adaptive Reuse of Commercial Buildings" is hereby amended to read as follows:

20.46.070 ADAPTIVE REUSE OF COMMERCIAL BUILDINGS.

(a) Approval of an administrative Type II conditional use permit (CUP) pursuant to BMC [20.58.020](#) is required when an adaptive reuse is for a legally established commercial building located within a residential zone. However, the notice of application shall follow BMC [20.02.100\(c\)\(1\)\(iv\)](#) with notification of property owners within three hundred (300) feet. ~~The Director may require a nonadministrative CUP whenever the use has a significant impact beyond the immediate site, is of a neighborhood or community wide interest, or is of a controversial nature.~~ The adaptive reuse shall meet the following criteria in order to be granted approval:

- (1) New traffic shall be accommodated within the existing levels of service on the surrounding neighborhood streets.
- (2) Provision for off-street parking must be evaluated and to the greatest extent possible, meet the parking demand for change of uses. The Director or Hearing Examiner may reduce the number of off-street parking spaces if commute trip reduction methods are employed and the adaptive reuse does not generate an increase in on-street parking demand.
- (3) The new use does not generate noise that exceeds City standards for residential zones.
- (4) Adequate street trees and landscaping are incorporated in a manner that buffers the adaptive reuse from adjacent residential uses and makes it more compatible with the surrounding neighborhood.
- (5) Additional conditions may be applied including, but not limited to, limiting hours of operations, density, restrictions for noise attenuation and other conditions deemed necessary to ensure compatibility with surrounding residential uses.

(b) The following uses may be approved for adaptive reuse:

- ~~(1) Residential, underlying zone density limit, provided no new floor area is constructed;~~
- (21) Foster homes;
- (32) Day care facilities;
- (43) Group residential facilities, Class I (assisted living);
- (54) Youth, teen, senior, or community centers;

- (~~65~~) Medical and dental clinic and related services (not hospitals);
- (~~76~~) Religious worship facilities;
- (~~87~~) Libraries;
- (~~98~~) Museums and art galleries;
- (~~409~~) Consultants (architectural, engineering, planning, design and similar);
- (~~44~~~~10~~) Computer assistance and training (but not repair);
- (~~42~~~~11~~) Office/business assistance services, call centers, and general offices;
- (~~43~~~~12~~) Social services/facilities;
- (~~44~~~~13~~) Welfare and charitable services/facilities;
- (~~45~~~~14~~) Public services;
- (~~46~~~~15~~) Hotels and lodging places;
- (~~47~~~~16~~) General retail; and
- (~~48~~~~17~~) Restaurants.

SECTION 5. Section 20.46.080(c) of the Bremerton Municipal Code entitled “Mineral Resource Overlay” is hereby amended to read as follows:

20.46.080 MINERAL RESOURCE OVERLAY.

(c) Permitting Process. Mineral resource extraction with associated structures and equipment for soil and gravel, quarried stone or ore may be allowed if a Type ~~III Hearing Examiner II~~ conditional use permit (CUP) is approved pursuant to BMC [20.58.020](#), with the notice of application shall be mailed to all property owners within five hundred (500) feet of the property.

- (1) The owner or agent of the quarry shall submit to the City copies of all documents submitted to the Washington State Department of Natural Resources with the application.
- (2) Notice of application for the CUP shall be provided to the local tribal government, typically during the environmental review; however, if environmental review is not required, a fourteen (14) day comment period to the local tribal government of the proposal will be required prior to issuance of approval.

SECTION 6. Section 20.46.080(h) of the Bremerton Municipal Code entitled “Temporary Encampment Permit” is hereby amended to read as follows:

20.46.090 TEMPORARY ENCAMPMENT PERMIT.

(h) Duration and Site Restoration.

- (1) Duration.
 - (i) A proposed temporary encampment may be allowed as a Type I Director’s approval at one (1) property for up to one hundred eighty-three (183) days, either consecutively or cumulatively, during any twenty-four (24) month period, except that where the one-hundred-eighty-third day falls on Friday through Sunday, an additional two (2) days shall

be allowed to dismantle and remove the accommodation over the immediately following weekend. The applicant and/or property owner shall store, out of sight from adjacent properties, the residents' personal belongings that are left on site after the dismantling of the site.

(ii) A proposed temporary encampment may be allowed as a Type III II conditional use permit for a period of three (3) years if the following additional approval criteria are met:

(A) The site is located within the district center core, general commercial, freeway corridor, industrial zone, and Puget Sound Industrial Center; and

(B) Social services are provided, such as access to healthcare, counseling, substance abuse treatment, and job training programs; and

(C) On-site temporary shelters shall be composed of durable/rigid materials; and

(D) All other criteria per this section are met, except that parcel size limitations per subsection (c)(2)(i) of this section may be reduced to no less than one-half (0.5) acre.

(E) Applications for a three (3) year extension may be applied for after the first two (2) years of active permit approval are complete. Applications for extension must be received six (6) months prior to permit expiration. Only one (1) extension may be approved at a time.

SECTION 7. Section 20.46.140(d) of the Bremerton Municipal Code entitled “Wireless Communications Facilities” is hereby amended to read as follows:

20.46.140 WIRELESS COMMUNICATIONS FACILITIES.

(d) Process. The applicant shall provide proof of legal authority to co-locate on an existing structure, modify an existing structure, or construct a new structure at the time of permit submittal. This shall include any current franchise agreements for projects located within the City's right-of-way and lease agreements on private or City real property. Only a complete application shall be accepted for review. Prior to acceptance, the permit application shall be reviewed for completeness. If an application is deemed complete, the application will be processed and reviewed. The Director has the discretion to elevate a Type I permit to a Type II permit, ~~and/or a Type II permit to a Type III permit~~ in cases where views from residential properties or views from the public right-of-way may be affected.

(1) Type I Permit.

(i) An eligible facilities request, as defined by this chapter.

(ii) The installation of new wireless communications facilities in the public right-of-way.

(2) Type II Permit.

(i) All other wireless communications facilities not exempt by this chapter, and not eligible for a Type I permit, require a Type II permit.

(ii) A Type II permit, including the notification of adjacent property owners within three hundred (300) feet, is required for all new wireless communications facilities in residential zoning districts, and for sites adjacent to residential zones.

SECTION 8. Section 20.46.170 of the Bremerton Municipal Code entitled “Cottage Housing” is hereby added to read as follows:

20.46.170 COTTAGE HOUSING.

(a) Cottage housing developments may be approved in accordance with the following:

(1) Orientation. Lot orientation shall be in accordance with the following standards:

(i) All units with primary street frontage shall first be oriented towards the street, otherwise the common open space shall act as the street front and all units shall be oriented towards the common open space.

(ii) Dwellings within a cottage housing development should be broken up into groups of no more than twelve (12) dwellings arranged around a common open space. The applicant shall demonstrate all efforts have been made to link housing clusters by ADA accessible paths and shared parking.

(2) Open Space. The following open space requirements apply to all proposals regardless of number of units:

(i) A minimum of four hundred (400) square feet of common open space is required per dwelling unit.

(ii) Parking areas, setbacks, spaces between buildings of ten (10) feet or less in width and driveways shall not count as common open space.

(3) Parking. Off-street parking shall be provided in accordance with the requirements set forth in Chapter 20.48 BMC, and the following criteria:

(i) One and one-half (1.5) parking spaces are required for each dwelling unit.

(ii) All parking areas and vehicle circulation shall be consolidated to the degree feasible.

(iii) Parking areas serving more than one (1) dwelling unit shall not be located on a primary street frontage and should be located off an alley or a secondary street.

(iv) Garages and carports shall be oriented so that vehicle entrances are located off an alley or private parking area. All efforts shall be made to not orient vehicle entrances toward a primary frontage.

(4) Design Standards.

(i) Nonresidential Structures. Accessory structures and attached garages shall meet design standards per BMC 20.60.060(d), and the combined gross square feet of all accessory structures shall not exceed eighty (80) percent of the combined footprint of all on-site residential structures.

(ii) All dwellings shall include a covered front porch that is integrated with the structure’s architecture. The minimum porch depth shall be six (6) feet, with a minimum width of ten (10) feet. This area shall not be included in dwelling gross square feet, but may be included in required open space area.

(5) Nonconformities. An existing detached single-family residential structure, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.

SECTION 9. Section 20.46.180 of the Bremerton Municipal Code entitled “Group Residential Class I” is hereby added to read as follows:

20.46.180 GROUP RESIDENTIAL CLASS I.

(a) Group Residential Class I is permitted in any zone that permits residential uses, provided the following criteria are met:

- (1) All state licensing requirements are satisfied;
- (2) Minimum setbacks, height and lot coverage of the underlying zone shall apply;
- (3) Off-street parking shall be at a minimum of one (1) space per each employee during the peak shift, plus one (1) space per two (2) residents the facility will provide service to;
- (4) If counseling services are provided to nonresidents, additional parking spaces are required at one (1) per three hundred (300) square feet of gross floor area used for counseling services;
- (5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and
- (6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

SECTION 10. Section 20.46.190 of the Bremerton Municipal Code entitled “Senior Housing Complex” is hereby added to read as follows:

20.46.190 SENIOR HOUSING COMPLEX.

(a) Senior housing complex is permitted in any zone that permits residential uses, provided the following criteria are met:

- (1) Minimum site area shall be no less than two (2) acres;
- (2) Minimum setbacks, density, height and lot coverage of the underlying zone shall apply;
- (3) Off-street parking shall be a minimum one (1) space per dwelling;
- (4) Except for a community building/clubhouse for the exclusive use of complex residents, all accessory uses shall be located within a structure containing residential units;
- (5) Attached or detached structure types are permitted and dwelling units may be owned by individuals or occupied as rentals;
- (6) Access to alternative transportation such as public transit or on-site shuttle services to access daily goods or services shall be provided; and

(7) A management agreement or covenants on individual properties to maintain the complex as a senior citizen complex shall be recorded with the Kitsap County Auditor's office.

SECTION 11. Section 20.46.200 of the Bremerton Municipal Code entitled "Manufactured Home Park" is hereby added to read as follows:

20.46.200 MANUFACTURED HOME PARK.

(a) A Manufactured Home Park is permitted in any zone that permits residential uses, provided the following criteria are met:

- (1) It is exempt pursuant to RCW 58.17.040 from requirements for property segregation;
- (2) The minimum site size shall be five (5) acres;
- (3) Density shall meet the underlying zone;
- (4) Adequate water, sewer, and utility services are available to all building sites;
- (5) A fire protection system meeting the requirements of the City Fire Marshal is provided;
- (6) Interior circulation shall meet the City Engineer road standards plus the following standards:
 - (i) All interior circulation routes shall be constructed within a tract or easement;
 - (ii) Roads and driveways shall be paved;
 - (iii) The City Fire Marshal and City Engineer shall approve all fire turnarounds;
- (7) The following setbacks shall apply to manufactured homes or mobile homes, together with their additions and appurtenant structures, accessory structures, and other structures on the site (excluding fences), excluding any hitch or towing fixture:
 - (i) From interior roads, at least fifteen (15) feet from centerline of the tract or easement, but in no case shall the setback be less than five (5) feet from the paved surfaced edge;
 - (ii) Structures near the perimeter lot lines of the property shall comply with the setbacks of the underlying zone;
 - (iii) A minimum of ten (10) foot separation between all manufactured homes;
- (8) Off-street parking spaces shall be provided in the following manner:
 - (i) One (1) parking space per home site; plus
 - (ii) One (1) parking space for each five (5) home sites for guest parking; plus
 - (iii) Additional parking spaces to provide for the parking needs of offices, community buildings, recreational facilities, or other uses within the park that may be used by park residents or others;
- (9) Outside storage of vessels (boats), household items and equipment is prohibited, except a common central storage area may be provided for residents of the park. The storage area shall be screened by a minimum five (5) foot high by five (5) foot wide sight-obscuring barrier consisting of landscaping and fencing or wall, and shall meet minimum setbacks of the underlying zone;

(10) Ten (10) percent of the site shall be maintained as common recreational open space for the use of residents and:

(i) May include community areas and facilities such as playgrounds, swimming pools, and hobby and craft shops;

(ii) However, it shall not include required landscaping areas, perimeter setback areas, parking areas, storage areas, building separation areas or other areas deemed impractical by the Director for the recreational enjoyment of the residents;

(11) Trees meeting the standards set forth in Chapter 20.50 BMC shall be provided along all property lines abutting a residential zone and public streets. Exceptions for trees may be allowed when a property line abuts an alley or is obstructed by a building or other structure;

(12) Adequate lighting to illuminate streets, driveways, and walkways for the safe movement of pedestrians and vehicles is required; and

(13) All water, sewer, electrical, and communication service lines shall be underground.

SECTION 12. Section 20.58.020(c) of the Bremerton Municipal Code entitled “Conditional Use Permits” is hereby amended to read as follows:

20.58.020 CONDITIONAL USE PERMITS.

(c) Procedure. A CUP application ~~may be~~ is processed as an administrative Type II Director decision ~~or as a nonadministrative Type III Hearing Examiner decision~~ pursuant to the provisions set forth in Chapter 20.02 BMC. In addition to the notification requirements prescribed in BMC 20.02.100, the notice of application shall be mailed to all property owners within three hundred (300) feet of the property.

~~(1) The Director may require a nonadministrative CUP whenever the use has a significant impact beyond the immediate site, is of a neighborhood or community wide interest, or is of a controversial nature.~~

~~(2) The Director may convert a Type II administrative CUP to a Type III nonadministrative CUP any time prior to the issuance of a decision on the application.~~

~~(3) In addition to the notification requirements prescribed in BMC 20.02.100, the notice of application shall be mailed to all property owners within three hundred (300) feet of the property.~~

SECTION 13. Section 20.58.030(c) of the Bremerton Municipal Code entitled “Variance” is hereby amended to read as follows:

20.58.030 VARIANCE.

(c) Procedures. A variance application is processed as a ~~Type III Hearing Examiner II~~ Conditional Use Permit decision pursuant to the provisions set forth in Chapter 20.02 BMC. If the variation would not exceed ten (10) percent of the required dimensional standard from which relief is being sought, the Director may approve the variance as a Type II Director decision.

SECTION 14. Section 20.58.060(c) of the Bremerton Municipal Code entitled “Residential Cluster Development” is hereby amended to read as follows:

20.58.060 RESIDENTIAL CLUSTER DEVELOPMENT.

(c) Procedures.

(1) A RCD shall be processed in coordination with a subdivision application and will follow the permitting procedures established in Chapter [20.12](#) BMC, Land Division.

~~(2) The Director has the discretion to convert a Type II administrative subdivision application that is using the RCD provisions to a Type III nonadministrative conditional use permit any time prior to the issuance of a decision on the application should the Director find the project to have significant impacts beyond the immediate site, is of a neighborhood or community wide interest, or is of a controversial nature.~~

(32) In addition to the notification requirements prescribed in BMC [20.02.100](#), the notice of application shall be mailed to all property owners within three hundred (300) feet of the property.

SECTION 15. Section 20.58.080(b) of the Bremerton Municipal Code entitled “Site Plan Review” is hereby amended to read as follows:

20.58.080 SITE PLAN REVIEW.

(b) Applicability. Site plan review is required for all new development, expansion of existing structures, or other exterior site improvements that will change the physical conditions of a site. Permits for interior alterations (construction activities that do not modify the existing site layout or its current use, and involve no exterior work adding to the building footprint) that do not result in additional sleeping quarters or bedrooms, do not increase the total square footage or valuation of the structure thereby requiring upgrading fire access or fire suppression systems, and do not result in a nonconformity with federal emergency management agency substantial improvement thresholds, are exempt from site plan review.

SECTION 16. Section 20.58.100(c) of the Bremerton Municipal Code entitled “Affordable Housing Bonus” is hereby amended to read as follows:

20.58.100 AFFORDABLE HOUSING BONUS.

(c) Procedure. Approval of an administrative Type II conditional use permit (CUP) pursuant to BMC [20.58.020](#) is required. ~~The Director may require a Type III nonadministrative CUP whenever the use has a significant impact beyond the immediate site, is of a neighborhood or community wide interest, or is of a controversial nature. The proposed development shall meet the following criteria in order to be granted approval:~~

SECTION 17. Section 20.60.020 of the Bremerton Municipal Code entitled “Permitted Uses” is hereby amended to read as follows:

20.60.020 PERMITTED USES.

Only one (1) principal use shall be allowed on each residentially zoned lot unless allowed for otherwise by law. This limitation shall not include permitted accessory uses associated with a permitted principal use.

The following uses are permitted outright:

- (a) Cemetery;
- (b) Colocation of wireless communications per BMC [20.46.140](#);
- (c) Community facilities of twenty thousand (20,000) square feet gross floor area or less;
- (d) Day care facility of twelve (12) or fewer persons receiving care;
- (e) Education and schools (K-12) of twelve (12) or fewer students;
- (f) Foster home;
- (g) Group residential home;
- (h) Manufactured home per BMC [20.46.040](#);
- (i) Parks, playgrounds and open space equal or less than one-half (0.5) acre (twenty-one thousand seven hundred eighty (21,780) square feet);
- (j) Residential Uses.
 - (1) Single-unit dwelling unit, detached;
 - (2) Single-unit dwelling unit, attached (zero (0) lot lines) per BMC [20.60.060](#)(b);
 - (3) Duplex;
 - (4) Townhouse;
 - (5) Cottage housing development of ~~three (3) or less dwelling units meeting the provisions of~~ per BMC [20.46.170](#) [20.60.040](#)(n), ~~except that no conditional use permit is required~~;
 - (6) Group residential facilities - Class I, per BMC 20.46.180;
 - (7) Senior housing complex, per BMC 20.46.190;
 - (8) Manufactured home park or expansion of existing parks, per BMC 20.46.200
- (k) Worship and religious facilities of twenty thousand (20,000) square feet gross floor area or less;
- (l) Incubator for business associated with a worship and religious facility or community facility, provided the following conditions are met:
 - (1) The incubated business is a use that is permitted outright in the neighborhood business zone, BMC [20.82.020](#);
 - (2) Landscaping and signage requirements of the neighborhood business zone, Chapter [20.82](#) BMC, shall be met; and
 - (3) The parcel upon which the incubated business is situated shall have frontage on an arterial street.

SECTION 18. Section 20.60.040 of the Bremerton Municipal Code entitled “Conditional Uses” is hereby amended to read as follows:

20.60.040 CONDITIONAL USES.

The following uses may be permitted, provided a conditional use permit is approved pursuant to BMC [20.58.020](#) subject to the corresponding conditions:

(a) Bed and breakfast, provided:

- (1) The operators of the business shall occupy the house as their primary residence;
- (2) No more than one (1) full-time equivalent (FTE) employee who is not a resident of the dwelling may be employed;
- (3) No more than six (6) bedrooms are made available for rent to guests and all guest rooms are contained within the principal structure;
- (4) Two (2) off-street parking spaces, plus one (1) off-street parking space per each guest bedroom, are required;
- (5) Off-street parking spaces may be reduced, provided the applicant can demonstrate parking will not spill over into nearby residential properties and any streets;
- (6) Rooms shall not be made available to guests for more than fourteen (14) days during any thirty (30) day period;
- (7) No commercial receptions, parties, or other public gatherings, or serving of meals to nonresident guests for compensation, are allowed; and
- (8) Any remodeling of the residential structure shall maintain the residential nature of the structure and not alter the structure in such a manner that would prevent it from being used as a residence in the future.

~~(b) Group residential facilities – Class I, provided:~~

- ~~(1) All state licensing requirements are satisfied;~~
- ~~(2) Minimum setbacks, height and lot coverage of the underlying zone shall apply;~~
- ~~(3) Off-street parking shall be at a minimum of one (1) space per each employee during the peak shift, plus one (1) space per two (2) residents the facility will provide service to;~~
- ~~(4) If counseling services are provided to nonresidents, additional parking spaces are required at one (1) per three hundred (300) square feet of gross floor area used for counseling services;~~
- ~~(5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and~~
- ~~(6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.~~

~~(c) Senior housing complex, provided the following conditions are satisfied:~~

- ~~(1) Minimum site area shall be no less than two (2) acres;~~
- ~~(2) Minimum setbacks, density, height and lot coverage of the underlying zone shall apply;~~
- ~~(3) Off street parking shall be a minimum one (1) space per dwelling;~~
- ~~(4) Except for a community building/clubhouse for the exclusive use of complex residents, all accessory uses shall be located within a structure containing residential units;~~
- ~~(5) Attached or detached structure types are permitted and dwelling units may be owned by individuals or occupied as rentals;~~
- ~~(6) Access to alternative transportation such as public transit or on-site shuttle services to access daily goods or services shall be provided; and~~
- ~~(7) A management agreement or covenants on individual properties to maintain the complex as a senior citizen complex shall be recorded with the Kitsap County Auditor's office.~~

(db) Nursing/convalescent homes, provided:

- (1) All state licensing requirements are satisfied;
- (2) Minimum site area shall be no less than one (1) acre;
- (3) Minimum setbacks, height and lot coverage of the underlying zone shall apply;
- (4) Off-street parking shall be a minimum of one (1) space per six hundred (600) square feet of gross floor area;
- (5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and
- (6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(ec) Day care facilities (thirteen (13) or more persons receiving care), provided:

- (1) All state licensing requirements are satisfied;
- (2) Off-street parking shall be a minimum one (1) space per each five (5) children based on the state license maximum occupancy load;
- (3) One (1) loading/unloading space without backup is required for the first twenty (20) children and one (1) additional space for up to each additional twenty (20) children;
- (4) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets;
- (5) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be

required if it is found necessary to mitigate any impacts to adjoining residential properties; and

(6) The maximum height of a fence or wall within a front yard setback may be increased up to six (6) feet, provided it enhances safety and security of an outdoor play area.

(fd) Adaptive reuse of commercial buildings, provided the conditions set forth in BMC [20.46.070](#) are satisfied.

~~(g) Manufactured home park or expansion of existing parks, provided:~~

~~(1) It is exempt pursuant to RCW [58.17.040](#) from requirements for property segregation;~~

~~(2) The minimum site size shall be five (5) acres;~~

~~(3) Density shall meet the underlying zone;~~

~~(4) Adequate water, sewer, and utility services are available to all building sites;~~

~~(5) A fire protection system meeting the requirements of the City Fire Marshal is provided;~~

~~(6) Interior circulation shall meet the City Engineer road standards plus the following standards:~~

~~(i) All interior circulation routes shall be constructed within a tract or easement;~~

~~(ii) Roads and driveways shall be paved;~~

~~(iii) The City Fire Marshal and City Engineer shall approve all fire turnarounds;~~

~~(7) The following setbacks shall apply to manufactured homes or mobile homes, together with their additions and appurtenant structures, accessory structures, and other structures on the site (excluding fences), excluding any hitch or towing fixture:~~

~~(i) From interior roads, at least fifteen (15) feet from centerline of the tract or easement, but in no case shall the setback be less than five (5) feet from the paved surfaced edge;~~

~~(ii) Structures near the perimeter lot lines of the property shall comply with the setbacks of the underlying zone;~~

~~(iii) A minimum of ten (10) foot separation between all manufactured homes;~~

~~(8) Off-street parking spaces shall be provided in the following manner:~~

~~(i) One (1) parking space per home site; plus~~

~~(ii) One (1) parking space for each five (5) home sites for guest parking; plus~~

~~(iii) Additional parking spaces to provide for the parking needs of offices, community buildings, recreational facilities, or other uses within the park that may be used by park residents or others;~~

~~(9) Outside storage of vessels (boats), household items and equipment is prohibited, except a common central storage area may be provided for residents of the park. The~~

~~storage area shall be screened by a minimum five (5) foot high by five (5) foot wide sight obscuring barrier consisting of landscaping and fencing or wall, and shall meet minimum setbacks of the underlying zone;~~

~~(10) Ten (10) percent of the site shall be maintained as common recreational open space for the use of residents and:~~

~~(i) May include community areas and facilities such as playgrounds, swimming pools, and hobby and craft shops;~~

~~(ii) However, it shall not include required landscaping areas, perimeter setback areas, parking areas, storage areas, building separation areas or other areas deemed impractical by the Director for the recreational enjoyment of the residents;~~

~~(11) Trees meeting the standards set forth in Chapter [20.50](#) BMC shall be provided along all property lines abutting a residential zone and public streets. Exceptions for trees may be allowed when a property line abuts an alley or is obstructed by a building or other structure;~~

~~(12) Adequate lighting to illuminate streets, driveways, and walkways for the safe movement of pedestrians and vehicles is required; and~~

~~(13) All water, sewer, electrical, and communication service lines shall be underground.~~

~~(h)~~ (e) Worship, religious, and community facilities greater than twenty thousand (20,000) square feet, provided:

(1) The site area shall be one (1) acre or more; and

(2) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

~~(i)~~ (f) Golf course, provided:

(1) A site plan review and a site development permit are approved pursuant to Chapter [20.58](#) BMC;

(2) Through the conditional use permit, modifications to parking and landscaping may be allowed in order to facilitate good design;

(3) Other conditions are applied as deemed necessary to mitigate impacts to nearby residential properties and ensure compatibility with the neighborhood.

~~(j)~~ (g) Schools, parks and associated uses may be approved in accordance with the following:

(1) The following uses are permitted through approval of a conditional use permit:

(i) All public schools and associated gymnasiums and auditoriums;

(ii) Private schools (K-12) with thirteen (13) or more students;

(iii) Parks and playgrounds greater than one-half (1/2) acre;

(iv) Outdoor athletic fields;

(v) Boat launching and related facilities;

- (vi) Maintenance and service yards;
 - (vii) Bus and other vehicle and equipment maintenance and storage facilities;
 - (viii) Administrative office related to the facilities greater than two thousand (2,000) square feet gross floor area;
 - (ix) Buildings and structures for nonprofit groups on public lands;
- (2) Uses permitted pursuant to subsection (j)(1) of this section shall be subject to complying with the following conditions:
- (i) Front, side and rear yard setbacks of structures and outdoor storage areas shall be at least thirty (30) feet;
 - (ii) Setbacks may be reduced for those portions of a structure fronting interior streets;
 - (iii) The maximum height for any new construction may be increased to match the architecture of existing buildings; provided, that it is set back an additional foot from any property line for each additional foot of allowed height, and in no case shall the new construction exceed forty-five (45) feet;
 - (iv) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;
 - (v) Additional measures may be required if deemed necessary to mitigate any noise impacts to adjacent residential uses; and
 - (vi) The maximum height of a fence or wall within a front yard setback may be increased to six (6) feet, provided it enhances safety and security around an outdoor play area.
- (~~k~~h) Public utility facilities located above ground, provided:
- (1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;
 - (2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility; and
 - (3) Exceptions to setbacks may be allowed if the applicant can demonstrate that the public interest is better served by allowing the modification.
- (~~h~~i) Law enforcement and fire facilities, provided:
- (1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility.

(m) Mineral resource extraction per BMC [20.46.080](#), provided:

(1) The site is located within a mineral resource overlay.

~~(n) Cottage housing development consisting of four (4) or more dwellings may be approved in accordance with the following:~~

~~(1) Orientation. Lot orientation shall be in accordance with the following standards:~~

~~(i) All units with primary street frontage shall first be oriented towards the street, otherwise the common open space shall act as the street front and all units shall be oriented towards the common open space.~~

~~(ii) Dwellings within a cottage housing development should be broken up into groups of no more than twelve (12) dwellings arranged around a common open space. The applicant shall demonstrate all efforts have been made to link housing clusters by ADA accessible paths and shared parking.~~

~~(2) Open Space. The following open space requirements apply to all proposals regardless of number of units:~~

~~(i) A minimum of four hundred (400) square feet of common open space is required per dwelling unit.~~

~~(ii) Parking areas, setbacks, spaces between buildings of ten (10) feet or less in width and driveways shall not count as common open space.~~

~~(3) Parking. Off street parking shall be provided in accordance with the requirements set forth in Chapter [20.48](#) BMC, and the following criteria:~~

~~(i) One and one half (1.5) parking spaces are required for each dwelling unit.~~

~~(ii) All parking areas and vehicle circulation shall be consolidated to the degree feasible.~~

~~(iii) Parking areas serving more than one (1) dwelling unit shall not be located on a primary street frontage and should be located off an alley or a secondary street.~~

~~(iv) Garages and carports shall be oriented so that vehicle entrances are located off an alley or private parking area. All efforts shall be made to not orient vehicle entrances toward a primary frontage.~~

~~(4) Design Standards:~~

~~(i) Nonresidential Structures. Accessory structures and attached garages shall meet design standards per BMC [20.60.060](#)(d), and the combined gross square feet of all accessory structures shall not exceed eighty (80) percent of the combined footprint of all on-site residential structures.~~

~~(ii) All dwellings shall include a covered front porch that is integrated with the structure's architecture. The minimum porch depth shall be six (6) feet, with a~~

~~minimum width of ten (10) feet. This area shall not be included in dwelling gross square feet, but may be included in required open space area.~~

~~(5) Nonconformities. An existing detached single family residential structure, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.~~

SECTION 19. Section 20.78.020 of the Bremerton Municipal Code entitled “Outright Permitted Uses” is hereby amended to read as follows:

20.78.020 OUTRIGHT PERMITTED USES.

The following uses are permitted outright:

- (a) Cemetery;
- (b) Co-location of wireless communications per BMC [20.46.140](#);
- (c) Community facilities of twenty thousand (20,000) square feet gross floor area or less;
- (d) Day care facility of twelve (12) or fewer persons receiving care;
- (e) Education and schools (K-12) of twelve (12) or fewer students;
- (f) Foster home;
- (g) Group residential home;
- (h) Manufactured home per BMC [20.46.040](#);
- (i) Parks, playgrounds and open space equal or less than one-half (1/2) acre (twenty-one thousand seven hundred eighty (21,780) square feet);
- (j) Residential Uses.
 - (1) Single-unit dwelling unit, detached;
 - (2) Single-unit dwelling unit, attached (zero (0) lot lines) per BMC [20.78.060](#)(b);
 - (3) Duplexes (meeting underlying zoning density);
 - (4) Townhouse (meeting underlying zoning density);
 - (5) Cottage housing meeting the provisions of BMC [20.46.170](#) [20.60.040\(n\)](#), except that no conditional use permit is required);
 - (6) Group residential facilities Class I per BMC 20.46.180;
 - (7) Senior housing complex per BMC 20.46.190;
 - (8) Manufactured home park per BMC 20.46.200
- (k) Worship and religious facilities of twenty thousand (20,000) square feet gross floor area or less;
- (l) Incubator for business associated with a worship and religious facility or community facility, provided the following conditions are met:

- (1) The incubated business is a use that is permitted outright in the neighborhood business zone, BMC [20.82.020](#);
- (2) Landscaping and signage requirements of the neighborhood business zone, Chapter [20.82](#) BMC, shall be met; and
- (3) The parcel upon which the incubated business is situated shall have frontage on an arterial street.

SECTION 20. Section 20.78.040 of the Bremerton Municipal Code entitled “Conditional Uses” is hereby amended to read as follows:

20.78.040 CONDITIONAL USES.

The following uses may be permitted, provided a conditional use permit is approved pursuant to BMC [20.58.020](#) subject to the corresponding conditions:

(a) Bed and breakfast, provided:

- (1) The operators of the business shall occupy the house as their primary residence;
- (2) No more than one (1) full-time equivalent (FTE) employee who is not a resident of the dwelling may be employed;
- (3) No more than six (6) bedrooms are made available for rent to guests and all guest rooms are contained within the principal structure;
- (4) Two (2) off-street parking spaces, plus one (1) off-street parking space per each guest bedroom, are required;
- (5) Off-street parking spaces may be reduced, provided the applicant can demonstrate parking will not spill over into nearby residential properties and any streets;
- (6) Rooms shall not be made available to guests for more than fourteen (14) days during any thirty (30) day period;
- (7) No commercial receptions, parties, or other public gatherings, or serving of meals to nonresident guests for compensation, are allowed; and
- (8) Any remodeling of the residential structure shall maintain the residential nature of the structure and not alter the structure in such a manner that would prevent it from being used as a residence in the future.

~~(b) Group residential facilities – Class I, provided:~~

- ~~(1) All state licensing requirements are satisfied;~~
- ~~(2) Minimum setbacks, height and lot coverage of the underlying zone shall apply;~~
- ~~(3) Off street parking shall be at a minimum of one (1) space per each employee during the peak shift, plus one (1) space per two (2) residents the facility will provide service to;~~
- ~~(4) If counseling services are provided to nonresidents, additional parking spaces are required at one (1) per three hundred (300) square feet of gross floor area used for counseling services;~~

~~(5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and~~

~~(6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.~~

~~(c) Senior housing complex, provided the following conditions are satisfied:~~

~~(1) Minimum site area shall be no less than two (2) acres;~~

~~(2) Minimum setbacks, density, height and lot coverage of the underlying zone shall apply;~~

~~(3) Off-street parking shall be a minimum one (1) space per dwelling;~~

~~(4) Except for a community building/clubhouse for the exclusive use of complex residents, all accessory uses shall be located within a structure containing residential units;~~

~~(5) Attached or detached structure types are permitted and dwelling units may be owned by individuals or occupied as rentals;~~

~~(6) Access to alternative transportation such as public transit or on-site shuttle services to access daily goods or services shall be provided; and~~

~~(7) A management agreement or covenants on individual properties to maintain the complex as a senior citizen complex shall be recorded with the Kitsap County Auditor's office.~~

~~(d)~~ Nursing/convalescent homes, provided:

(1) All state licensing requirements are satisfied;

(2) Minimum site area shall be no less than one (1) acre;

(3) Minimum setbacks, height and lot coverage of the underlying zone shall apply;

(4) Off-street parking shall be a minimum of one (1) space per six hundred (600) square feet of gross floor area;

(5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and

(6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

~~(e)~~ Day care facilities (thirteen (13) or more persons receiving care), provided:

(1) All state licensing requirements are satisfied;

(2) Off-street parking shall be a minimum one (1) space per each five (5) children based on the state license maximum occupancy load;

(3) One (1) loading/unloading space without backup is required for the first twenty (20) children and one (1) additional space for up to each additional twenty (20) children;

- (4) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets;
 - (5) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties; and
 - (6) The maximum height of a fence or wall within a front yard setback may be increased up to six (6) feet, provided it enhances safety and security of an outdoor play area.
- (~~f~~d) Adaptive reuse of commercial buildings, provided the conditions set forth in BMC [20.46.070](#) are satisfied.
- (~~h~~e) Worship, religious, and community facilities greater than twenty thousand (20,000) square feet, provided:
- (1) The site area shall be one (1) acre or more; and
 - (2) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.
- (~~i~~f) Golf course, provided:
- (1) A site plan review and a site development permit are approved pursuant to Chapter [20.58](#) BMC;
 - (2) Through the conditional use permit, modifications to parking and landscaping may be allowed in order to facilitate good design;
 - (3) Other conditions are applied as deemed necessary to mitigate impacts to nearby residential properties and ensure compatibility with the neighborhood.
- (jg) Schools, parks and associated uses may be approved in accordance with the following:
- (1) The following uses are permitted through approval of a conditional use permit:
 - (i) All public schools and associated gymnasiums and auditoriums;
 - (ii) Private schools (K-12) with thirteen (13) or more students;
 - (iii) Parks and playgrounds greater than one-half (1/2) acre;
 - (iv) Outdoor athletic fields;
 - (v) Boat launching and related facilities;
 - (vi) Maintenance and service yards;
 - (vii) Bus and other vehicle and equipment maintenance and storage facilities;
 - (viii) Administrative office related to the facilities greater than two thousand (2,000) square feet gross floor area;
 - (ix) Buildings and structures for nonprofit groups on public lands;

(2) Uses permitted pursuant to subsection (j)(1) of this section shall be subject to complying with the following conditions:

- (i) Front, side and rear yard setbacks of structures and outdoor storage areas shall be at least thirty (30) feet;
- (ii) Setbacks may be reduced for those portions of a structure fronting interior streets;
- (iii) The maximum height for any new construction may be increased to match the architecture of existing buildings; provided, that it is set back an additional foot from any property line for each additional foot of allowed height, and in no case shall the new construction exceed forty-five (45) feet;
- (iv) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;
- (v) Additional measures may be required if deemed necessary to mitigate any noise impacts to adjacent residential uses; and
- (vi) The maximum height of a fence or wall within a front yard setback may be increased to six (6) feet, provided it enhances safety and security around an outdoor play area.

(kh) Public utility facilities located above ground, provided:

- (1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;
- (2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility; and
- (3) Exceptions to setbacks may be allowed if the applicant can demonstrate that the public interest is better served by allowing the modification.

(hi) Law enforcement and fire facilities, provided:

- (1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter [20.50](#) BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.
- (2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility. (Ord. 5301 §3 (Exh. B) (part), 2016)

SECTION 21. Section 20.79.020 of the Bremerton Municipal Code entitled “Outright Permitted Uses” is hereby amended to read as follows:

20.79.020 OUTRIGHT PERMITTED USES.

The following uses are permitted outright:

- (a) Co-location of wireless communications per BMC [20.46.140](#);
- (b) Residential Use. Dwelling units, including a duplex or townhouse, must meet the underlying density of this zone unless otherwise allowed for by state law or City code.

Residential uses include:

- (1) Day care facility (twelve (12) or fewer persons receiving care);
- (2) Foster home;
- (3) Class I group residential facility;
- (4) Multi-unit dwelling units;
- (5) Single-unit dwelling unit, attached (zero (0) lot lines);
- (6) Single-unit dwelling unit, detached;
- (7) Townhouses;
- (8) Duplexes.
- (9) Senior housing complex per BMC 20.46.190.

SECTION 22. Section 20.79.040 of the Bremerton Municipal Code entitled “Conditional Uses” is hereby amended to read as follows:

20.79.040 CONDITIONAL USES.

The following conditional uses shall be permitted pursuant to BMC [20.58.020](#), provided the conditional use complies with the corresponding standard as listed in BMC [20.60.040](#) (low density residential (R-10) zone), except the criteria for minimum site area is not applicable to this zone for the following uses:

- (a) Bed and breakfast;
- ~~(b) Senior housing complex;~~
- ~~(c)~~ Nursing/convalescent home;
- ~~(d)~~ Day care facilities (more than twelve (12) persons receiving care);
- ~~(e)~~ Worship, religious, and community facilities;
- ~~(f)~~ **Schools, parks and associated facilities of the types set forth in BMC [20.60.040\(j\)](#).**

SECTION 23. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 24. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the

validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 25. Effective Date. This ordinance shall take effect January 1, 2025.

PASSED by the City Council the _____ day of _____, 2024.

JENNIFER CHAMBERLIN, Council President

Approved this _____ day of _____, 2024.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2024.

EFFECTIVE the _____ day of _____, 2025.

ORDINANCE NO. _____

R:\Legal\Legal\Ordinances\Community Development\2022.08.29 Ordinance - Title 20 - Legal edits.docx

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B9

SUBJECT:

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

Study Session Date:	January 22, 2025
COUNCIL MEETING Date:	February 5, 2025
Department:	PW & Utilities
Presenter:	Vicki Grover
Phone:	(360) 473-2317

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

ATTACHMENTS: 1) Supplement No. 4 with HDR 2) January 15, 2025 Council Meeting Presentation 3) January 21, 2025 Public Works Committee Presentation on Alternatives 5) October 5, 2021 & November 5, 2021 Stakeholder Advisory Group Meeting Minutes

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

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

RECOMMENDED MOTION:

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

Motion approved:

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

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



**Washington State
Department of Transportation**

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

The Local Agency of City of Bremerton

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

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

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

The changes to the agreement are described as follows:

I

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

See Exhibit A

II

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

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit B

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

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

By: Paul Ferrier, HDR Engineering Inc.

By: Greg Wheeler, Mayor City of Bremerton

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

Naval Avenue: 1st St to 15th St Bicycle and Pedestrian Enhancement Project

City Project No. 315028

Scope for Design and Right-of-Way Services

CONTRACT MODIFICATION #4

(Amendment #9)

September 2024

City of Bremerton

Prepared by:



HDR

929 108th Avenue NE, Suite 1300

Bellevue, WA 98004

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INTRODUCTION

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

Scope of Work

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

Project Description

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

Major Milestone Schedule

Contract Modification #3 modifies the schedule as follows:

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

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

Contract Modification #4 Project Tasks

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

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

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

Assumption(s):

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

Deliverable(s):

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

TASK 2. QUALITY ASSURANCE / QUALITY CONTROL

No change to this task from original scope

TASK 3. PUBLIC INVOLVEMENT

No change to this task from original scope

TASK 4. STAKEHOLDER COORDINATION

No change to this task from original scope

TASK 5. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

No change to this task from original scope

TASK 6. SURVEY AND MAPPING

No change to this task from original scope

TASK 7. GEOTECHNICAL ENGINEERING

No change to this task from original scope

TASK 8. TRAFFIC ANALYSIS

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

Assumption(s):

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

Deliverable(s):

- Draft and final traffic signal warrant analysis memo with recommendation

TASK 9. BASIS OF DESIGN

No change to this task from original scope

TASK 10. ENVIRONMENTAL DOCUMENTATION

No change to this task from original scope

TASK 11. 30% DESIGN

No change to this task from original scope

TASK 12. FINAL DESIGN - PS&E

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

Assumption(s):

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

Deliverable(s):

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

TASK 13. REAL ESTATE SERVICES

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

Assumption(s):

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

PRE-ACQUISITION AND DATA MANAGEMENT

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

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

CITY Responsibilities:

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

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

Assumption(s):

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

Deliverables:

- Title Reports
- Right of Entry Documents and Signed Agreements

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

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

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

CITY Responsibilities:

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

- Review monthly status reports and provide comments as needed.

Assumption(s):

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

Deliverables:

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

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

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

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

CITY Responsibilities:

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

Assumption(s):

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

Deliverables:

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

ACQUISITION AND NEGOTIATION SERVICES

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

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

CITY Responsibilities:

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

Assumption(s):

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

Deliverables:

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

RELOCATION SERVICES

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

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

CITY Responsibilities:

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

Assumptions:

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

Deliverables:

- Updated Relocation plan
- Relocation appeals process.

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

PREPARE RIGHT OF WAY CERTIFICATION PACKAGE

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

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

CITY Responsibilities

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

Assumption(s)

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

Deliverables:

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

- Up to one (1) draft certification memo.

TASK 14. DESIGN SERVICES DURING ROW PHASE

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

CITY Responsibilities

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

Assumption(s)

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

Deliverables:

- To be determined as each project change is enacted.

TASK 15. MANAGEMENT RESERVE FUND

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

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

EXHIBIT B

LABOR ESTIMATE, HDR ENGINEERING STAFF


City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

HDR

		Acevedo, Robert C Project Manager/Traffic Lead Billing Rate	Bush, Jaelen Alexander EIT Sanitary	French, Cameron C Roadway / Water Engineer	Parenteau, Trevor Michael CAD Technician	Roderick, Andy P Real Estate Manager	Pauly, Sarah C ROW Admin	Elder, Baillie Dawn RES Agent 1	Gould, Paul F ROW Specialist	Pfiester, Benjamin A ROW Tech	Willis, Lynn K RES Agent Sr	Napiorkowski, Tomasz William (Tom) Traffic Designer	Barney, Hayley Lynn Project Accountant	Khinvasara, Saurabh Sachin Structural EIT	Vo, John-Viet T Structural Engineer	Frankel, Isabelle Grace Civil EIT	Gurrad, Matthew C Landscaping Lead	Total Labor Hours	Total Labor Dollars
1	Project Management & Administration	173	0	0	0	0	0	0	0	0	0	30	108	0	0	0	0	311	\$ 67,506.52
	Project Setup	6											4					10	\$ 2,201.16
	Project Mgmt Plan / Quality Mgmt Plan / HASP	4											4					8	\$ 1,628.36
	Coordination and Monitoring	60																60	\$ 17,184.00
	Invoicing / Status Reporting / EV / WorkPlan	30											72					102	\$ 17,281.68
	Subconsultant Management	24											20					44	\$ 9,287.40
	Project Closeout	4											8					12	\$ 2,111.12
	Meetings and prep	45										30						75	\$ 17,812.80
8	Traffic Analysis	4	0	0	0	0	0	0	0	0	0	22	0	0	0	0	0	26	\$ 4,757.12
	15th Street Signal Warrant Analysis	4										22						26	\$ 4,757.12
12	Final Design - PS&E	34	40	22	40	0	0	0	0	0	0	220	0	0	0	180	0	536	\$ 83,248.10
	Civil	12			20							180				180		392	\$ 58,825.20
	Stormwater	2	40	22	20													84	\$ 12,128.50
	Utilities Coordination	12										32						44	\$ 8,689.92
	Traffic	8										8						16	\$ 3,604.48
	2020-2024 Escalation																	0	\$ -
13	Real Estate Services	0	0	0	0	735	1037	1070	286	1150	1040	0	0	0	0	0	0	5318	\$ 792,811.10
	13.1.1 Project file setup					10	110	200										320	\$ 39,755.40
	13.1.2 Title Reports and Title Reviews					5	155											160	\$ 22,060.70
	13.1.3 Right of Entry documents					10	10	10		10								40	\$ 6,028.50
	13.2.1 Relocation Plan Update						4		16									20	\$ 3,642.96
	13.3.1 Project reports					10	30											40	\$ 6,383.00
	13.3.2 Coordinating and monitoring					80	40											120	\$ 24,108.00
	13.3.3 Attend meeting					40	8											48	\$ 10,436.64
	13.3.4 Project closeout and QC					10	200											210	\$ 29,295.60
	13.4.1 Manage delivery of AOS and appraisals					10	10				40							60	\$ 10,049.40
	13.5.1 Acquisition and Negotiations - Document Prep					10	250		50									310	\$ 45,734.10
	13.5.2 Acquisition and Negotiations - negotiations					500		700		800	760							2760	\$ 413


EXPENSES

City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

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

SUBCONSULTANTS

City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements

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

FEE ESTIMATE

City of Bremerton: Navel Ave Pedestrian and Bicycle Enhancements



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



Naval Ave



1st to 15th Bike & Ped Enhancement Project

Council Meeting January 15, 2025

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



PROJECT HISTORY

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

Design Dates

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

Estimated Schedule

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



Next Step – ROW Acquisition

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

Tasks Include:

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

ROW Needs

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

Contract Cost

\$1,460,952



Project Risks & Constraints

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

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



Questions / Discussion





6TH STREET



Active Transportation Improvement Project

PUBLIC WORKS COMMITTEE MEETING JANUARY 21, 2025

Nick Ataie, P.E. – PW&U Engineering Division



REVIEW OF JANUARY 8 STUDY SESSION

Understood Consensus Regarding Bike Lane Protection / Separation

- ☐ Only Specific Locations as Presented at November Open House (Staff Recommendation)
- ☒ Corridor-Wide Strategy / “As much as possible” / Budget Conscious

Notes: Flexible Posts are not “hard” protection. No opportunity for separation in many areas. Effective bike lane width would be reduced if placing flexible posts inside non-buffered bike lane.

Pending Consensus Regarding Eastbound Right-Turn Lane at Naval Ave

- ☐ Provide EB Right-Turn with NACTO “Combined” Lane Design (Staff Recommendation)
- ☐ Do not provide EB Right-Turn - Shared Thru/Right with Buffered Bike Lane

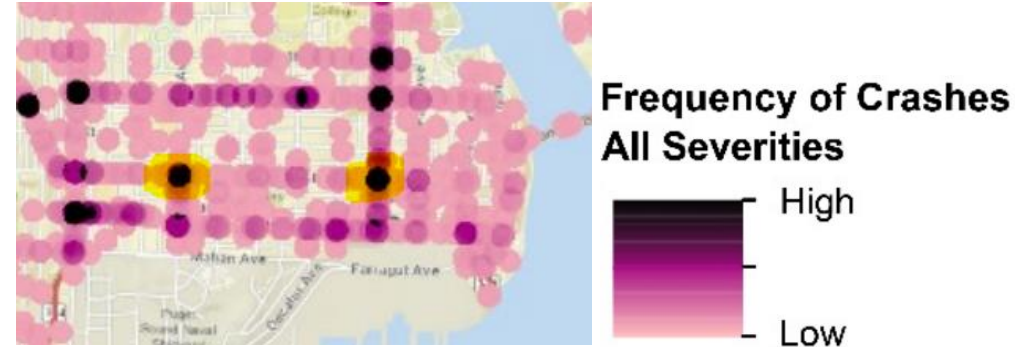


SEPARATE RIGHT-TURN LANES

Safety-Focused Need, Purpose, and Evaluation

NEED: 2020 Bremerton Strategic Road Safety Plan

- “Rear-end” and “Angle” accidents accounted for the highest number of crash types on 6th Street .
- Vast majority of crashes occurred at intersections.



PURPOSE: FHWA Proven Safety Countermeasures (Intersections)

- Dedicated vehicle right-turn lanes shown to reduce total crashes by 14-26%
- Should be considered where significant turning volumes exist or high crash history

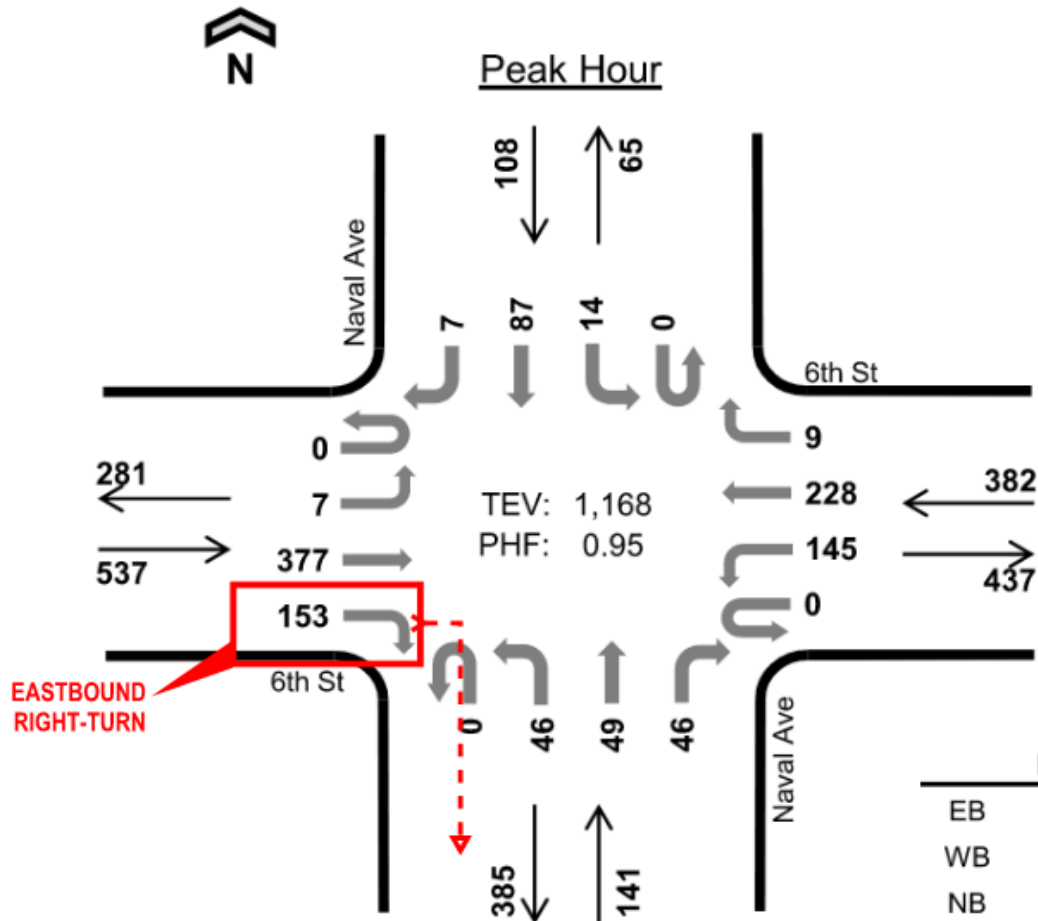
EVALUATION: Traffic Counts, Traffic Modeling, and Design Guidance

- WSDOT Guidance – Consider at 9 Locations / 7 Intersections
- Detailed Staff Evaluation – Provide at 2 Locations / 2 Intersections

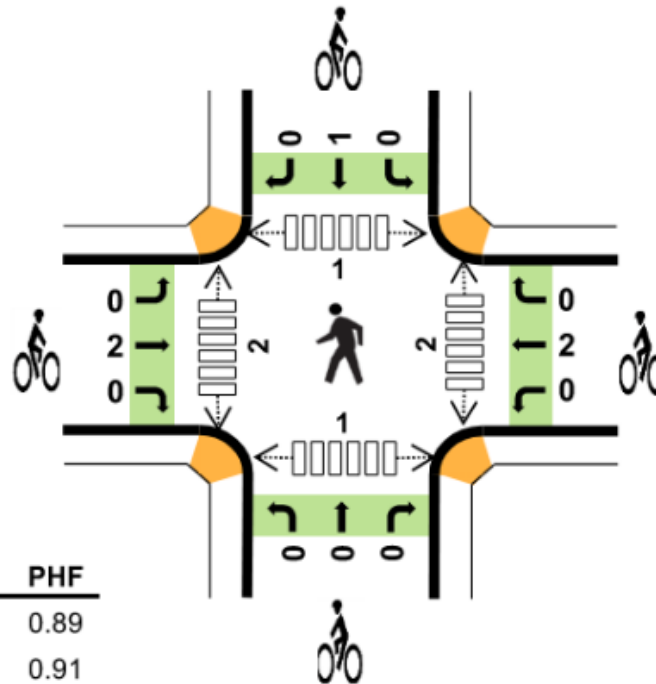


NAVAL AVENUE INTERSECTION

Traffic Volume Information



Date: 11/08/2023
Count Period: 6:00 AM to 8:00 AM
Peak Hour: 6:15 AM to 7:15 AM



	HV %:	PHF
EB	1.7%	0.89
WB	0.8%	0.91
NB	2.8%	0.86
SB	0.0%	0.84
TOTAL	1.4%	0.95

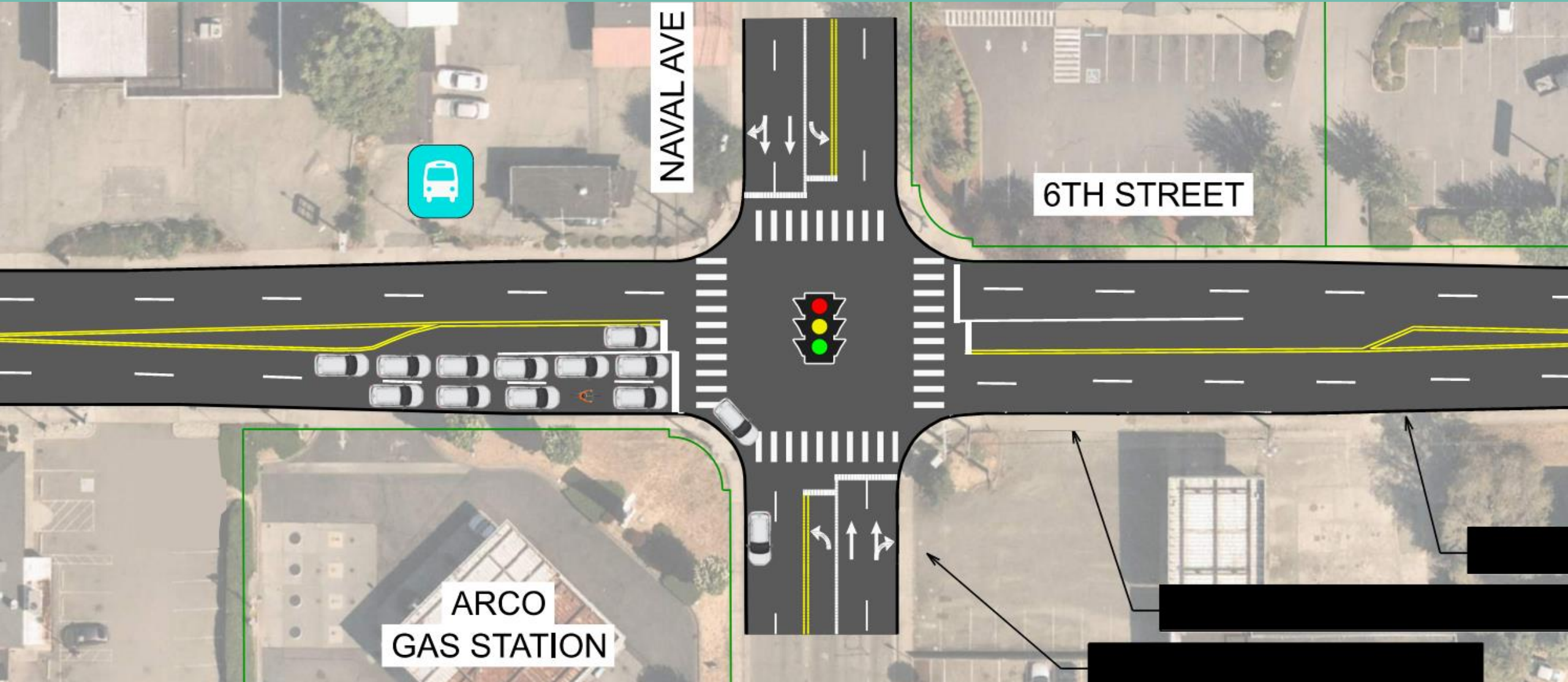
Two-Hour Count Summaries

Interval Start	6th St			
	UT	LT	TH	RT
6:00 AM	0	2	79	33
6:15 AM	0	0	75	30
6:30 AM	0	2	103	46
6:45 AM	0	0	109	37
7:00 AM	0	5	90	40
7:15 AM	0	1	66	28
7:30 AM	0	1	81	33
7:45 AM	0	6	83	30
Count Total	0	17	686	277
Peak Hour	All	0	7	377
	HV	0	0	9
	HV%	-	0%	2%



NAVAL AVENUE INTERSECTION

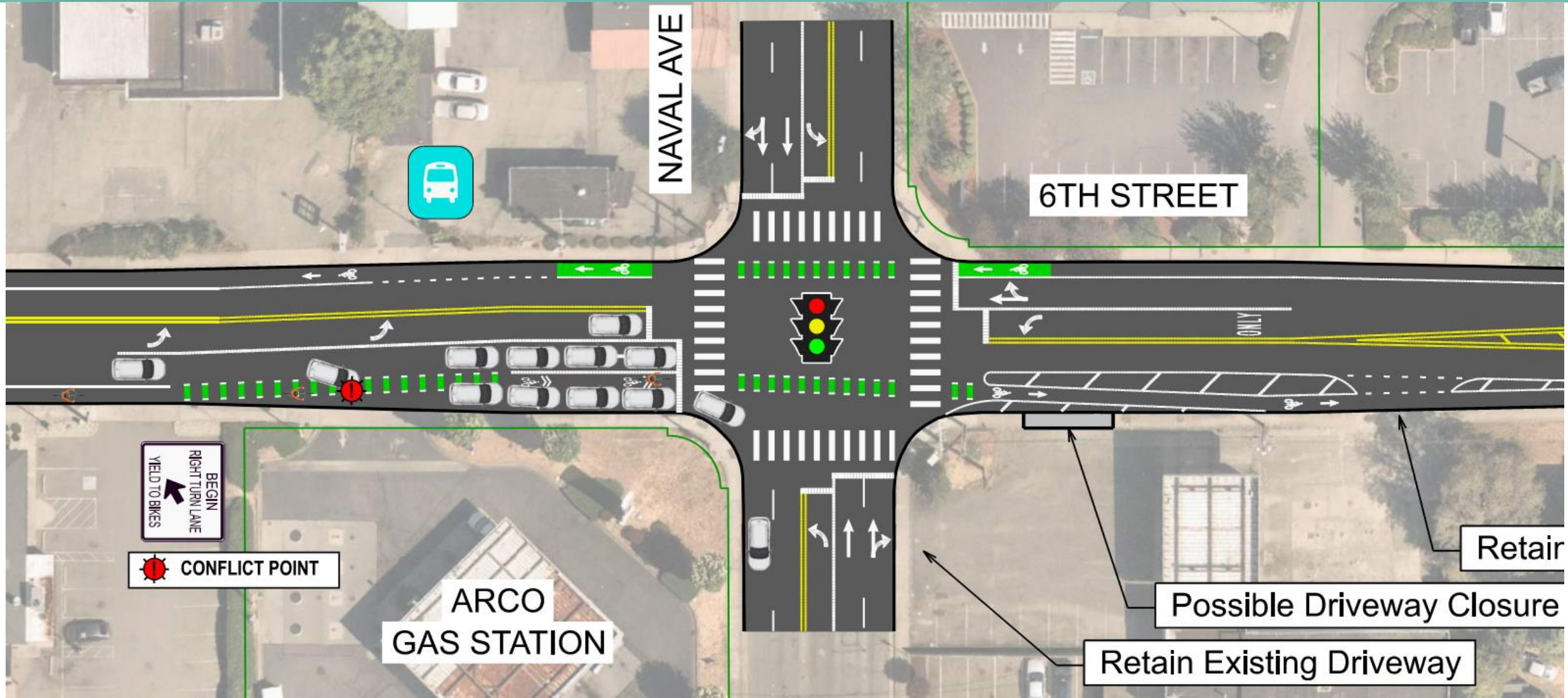
Existing Condition

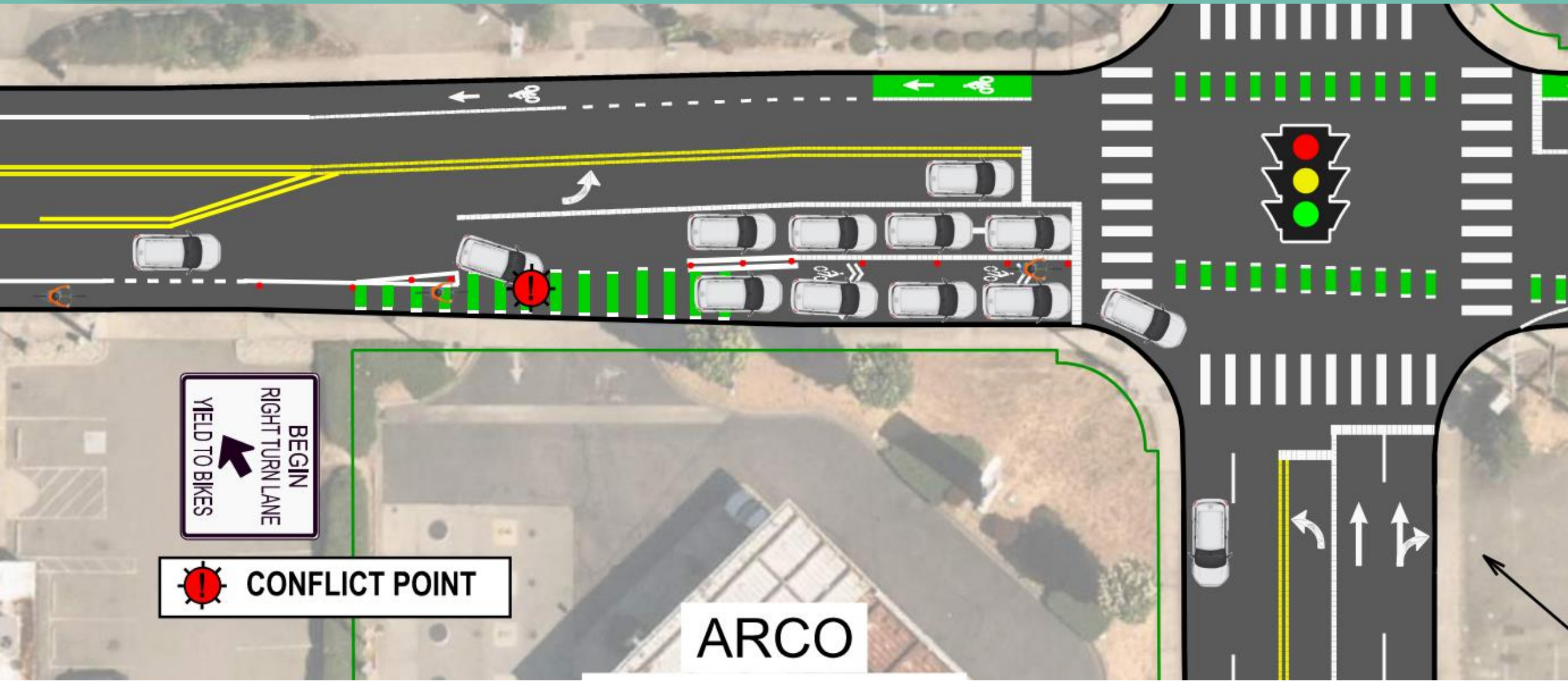
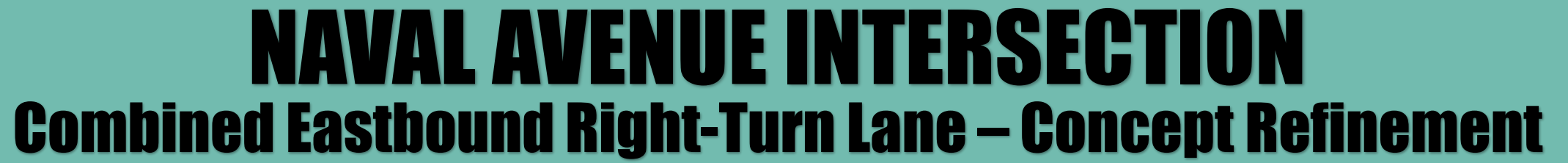




NAVAL AVENUE INTERSECTION

Combined Eastbound Right-Turn Lane

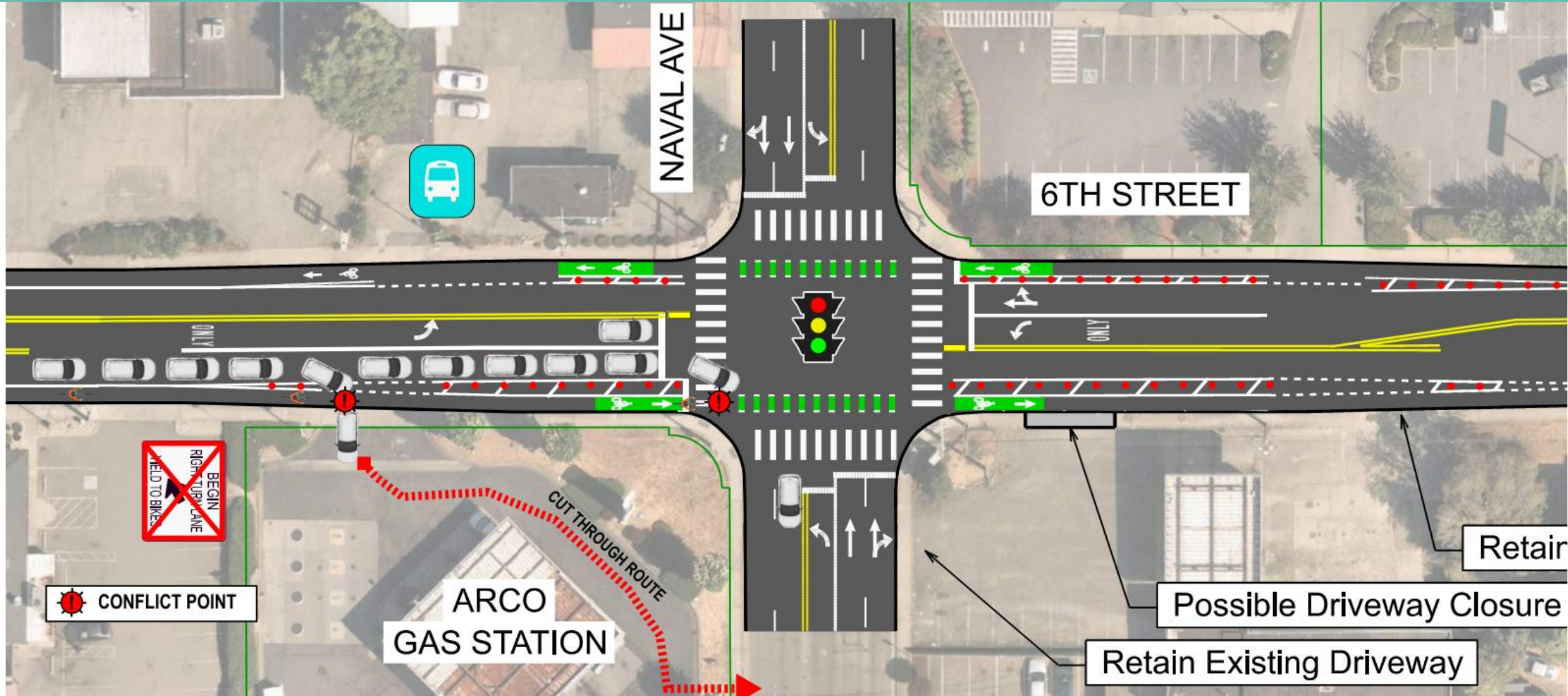






NAVAL AVENUE INTERSECTION

No Eastbound Right-Turn Lane





SUPPLEMENTAL INFORMATION

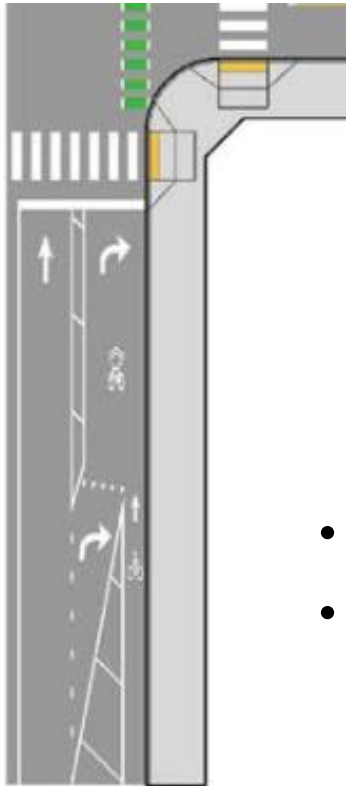
NCHRP REPORT – REDUCING CONFLICTS AT INTERSECTIONS

NCHRP

Research Report 1125

Reducing Conflicts Between Turning Motor Vehicles and Bicycles

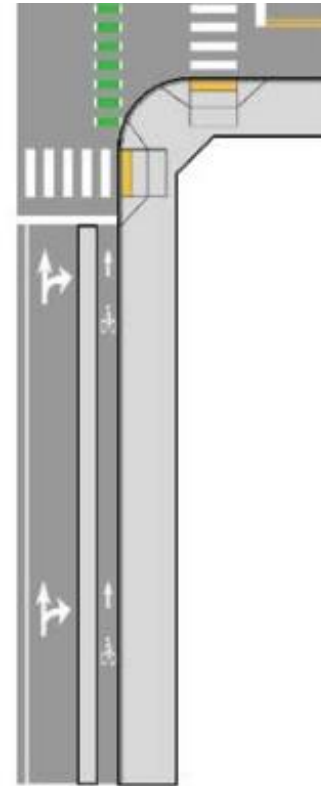
DECISION TOOL AND DESIGN GUIDELINES



“Mixing Zone”

Recommended if right-turn volumes are high and no other ability to reallocate space to provide a right-turn lane with bike separation

- *Lower crash rate*
- *Mitigate speed at conflict points to reduce potential severity of crashes in mixing zone*



“Separated Bike Lane”

- *Higher crash rate*
- *Intersection safety worse than protected intersection as volume of right-turning motorist increase.*



QUESTIONS & DISCUSSION



www.bremertonwa.gov/404/Projects

6th Street Active Transportation Improvement Project



NICK ATAIE, PE
PROJECT MANAGER – ENGINEERING
NICK.ATAIE@CI.BREMERTON.WA.US
360-473-2306

Naval Avenue Alternatives to Address Community Concerns

Bremerton Public Works Committee Meeting

January 21, 2025

Community Concerns

- Community appreciates all the progress made on project so far, but is asking for a more up-to-date and safe design that eliminates mixing zones, provides some measure of separation/protection for bike lanes, and further protects pedestrians.
- This also aligns with the grant application project and need: "Project purpose is to employ multimodal safety countermeasures/improvements for pedestrians and bicyclists. Need is to reduce collisions and severities caused by vehicle speeds with pedestrians and bicyclists with a project that will increase the number of people who choose to walk and bike for transportation."

Traffic Impacts

- Heard concerns from staff and other stakeholders on increased car queuing if right turn lanes are eliminated.
- JCTP identifies this as a project that is designed for safety, multimodal, and livability, but not base accessibility.
- JCTP also states regarding Naval Ave project, "Vehicle input at the NBK-BR Naval gate may cause queueing on Naval Ave that could cause congestion in the AM peak hour (5:30am to 6:30am). Queueing outside of the AM peak hour is not anticipated. The City believes the overall benefits of the project outweigh this risk."

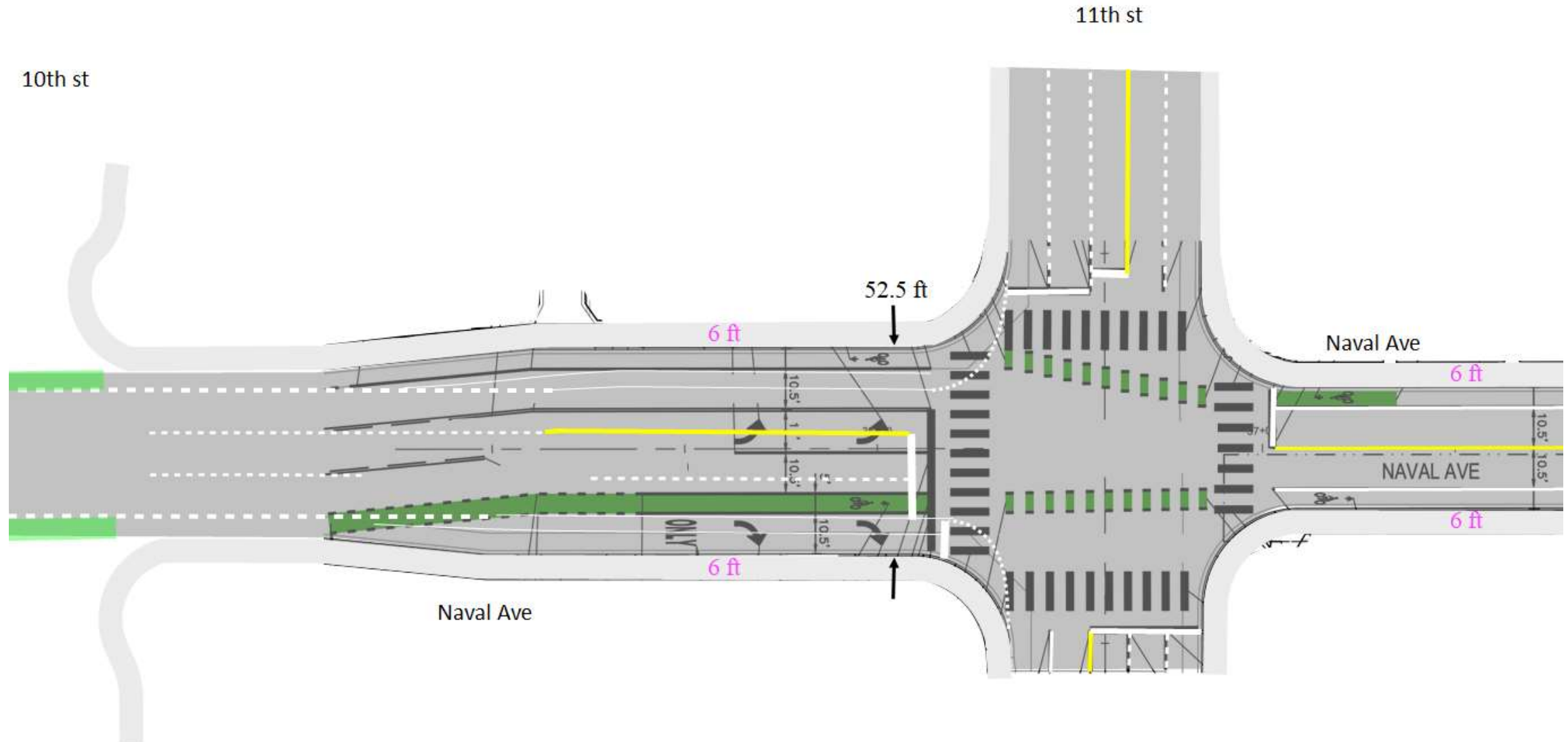
Definitions

- NACTO: "Protected (Separated) Bike Lane: A type of bikeway that is physically separated from motor vehicle traffic and distinct from the sidewalk. Protected bike lanes provide space exclusively for bicyclists and are protected from vehicle traffic by vertical elements such as flexible posts, curbs, planters, parked cars, or a combination of these features."
 - **5 feet** is the minimum width for a one-way protected (separated) bike lane.
 - **3 feet** is the minimum width for the protective buffer separating the bike lane from motor vehicle traffic or parking.
- This NACTO standard is adopted and supported by WSDOT and PSRC.
- NACTO also explicitly discourages mixing zones, recommending to "Avoid the use of mixing zones or restrict turns where turn volumes are likely to make bicyclists feel unsafe."

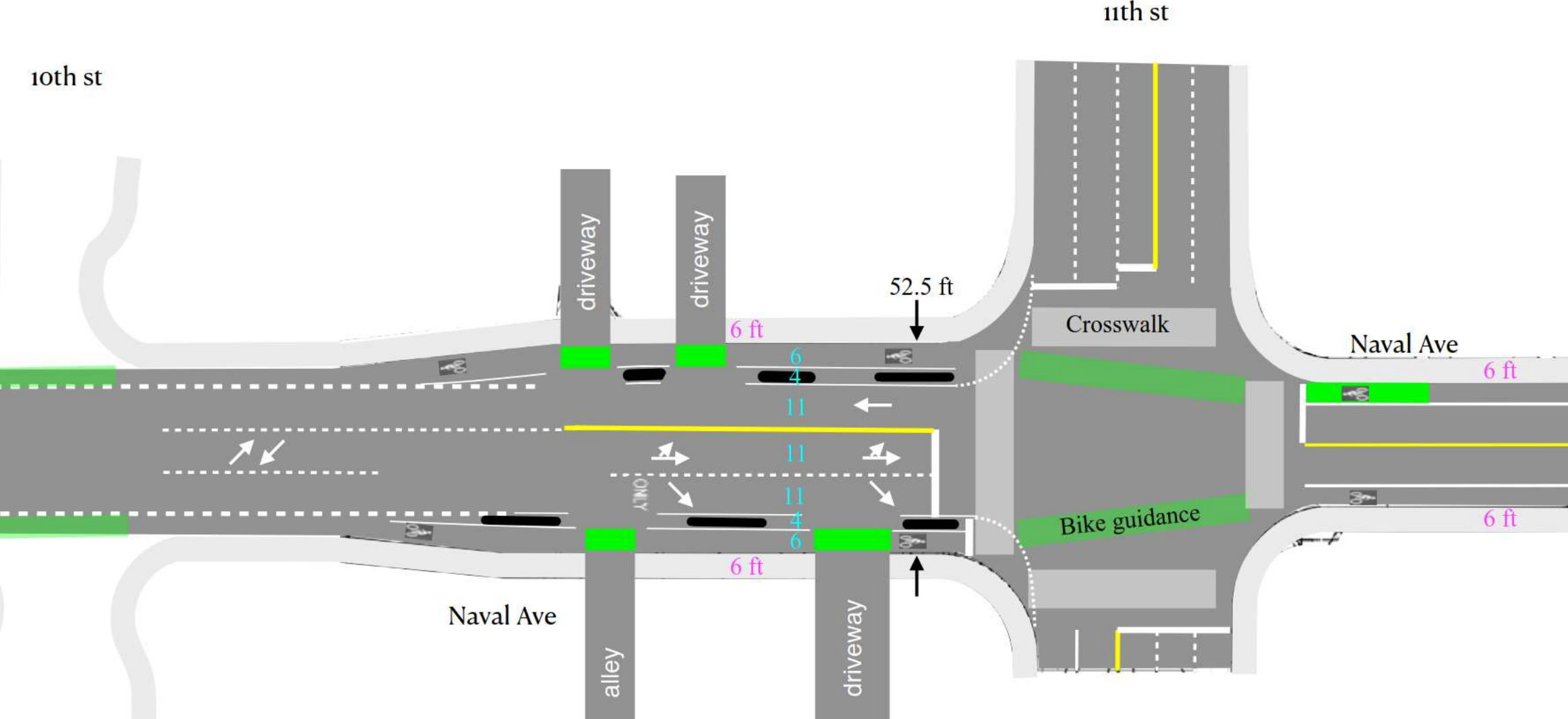
Two Alternatives to Move Forward

- Decided to focus on south side of Naval and 11th as example.
 - Both alternatives follow NACTO guidelines/standards and allowed by MUTCD.
 - Both shorten the time/distance a pedestrian spends in front of vehicles.
 - Both increase road lanes from 1 to 2 at intersection (instead of 3).
 - Neither require changing the currently planned right-of-way or sidewalks, and utilize existing bike detection/signal plans.
- **Option A:** Maintains right turn pocket, eliminates mixing zone, and provides a separated/protected bike lane.
- **Option B:** Eliminates right turn pocket, eliminates mixing zone, and provides a separated/protected bike lane.

Current: Conflict Zone, No Separated Lane, w/ Right Turn Pocket



Option A: No Conflict Zone, Separated Lane, w/ Right Turn Pocket



The diagram illustrates a street intersection with the following features:

- Streets:** 10th st (top), 11th st (right), and Naval Ave (bottom).
- Lanes and Markings:**
 - 10th st: Multiple lanes with a central yellow line and green bike guidance areas.
 - 11th st: A single lane with a yellow line and green bike guidance area.
 - Naval Ave: Multiple lanes with a central yellow line and green bike guidance areas.
- Dimensions:**
 - 52.5 ft: Distance from the intersection to the start of the 10th st lane.
 - 6 ft: Width of the bike guidance areas.
 - 11 ft: Width of the main travel lanes.
- Other Features:**
 - Driveways:** Two driveways on the left side of the intersection.
 - Alley:** An alleyway on the right side of the intersection.
 - Crosswalk:** A crosswalk on the right side of the intersection.
 - Bike guidance:** Green areas with white arrows indicating bike travel paths.
 - Signage:** A 'ONLY' sign is visible on the left side of the intersection.

Next Steps and Questions

- How do we work together to move Option A or Option B forward and address community concerns?
- Can we replicate this at NW corner of Burwell and Naval and SE corner of 6th and Naval?
 - Right turn pockets here are not used for AM NBK traffic (JCTP).
- What is the added design cost to implement at this stage?
 - 6th and Naval can come out of 6th Street Design funds.

City of Bremerton
Naval Avenue – 1st Street to 15th Street Pedestrian and Bicycle
Enhancements Project [HLP-PB19(006)]

Stakeholder Advisory Group (SAG) Meeting Minutes

October 5th, 2020
10:00 am to 12:00 pm

Attendees

Robert Acevedo (HDR), Allison Satter (COB), Cameron French (HDR), Chris Dimmit (COB), Dianne Iverson (Bicycle Group), Dennis Engeld (WSDOT), Lynn Wall (NBK), Marco Diccio (School District), Michael Goodnow (COB), Ned Lever (COB), Shane Weber (COB), Steffani Lillie (Kitsap Transit), Tom Knuckey (COB), Jake Pi (HDR), Greg Wheeler (Mayor)

Those invited but not in attendance: Allison O’Sullivan (Suquamish Tribe), Denis Frey (Bremerton Chamber of Commerce), Megan Moore (Kitsap Community Health), Mike Davis (Bremerton PD), Mike Six (Bremerton Fire)

AGENDA ITEMS

1. Welcome
 - a. Robert went over the presentation platform and discussed tools and format.
2. Introductions
 - a. Chris introduced the project and Robert conducted role call with individual s giving a brief introduction.
3. Project Overview and Status
 - a. Scope and Grant requirements
 - i. Chris discuss the scope of the design effort based on the received design only grant.
 - b. Current Status of Project
 - i. Chris stated that the project had worked through 30% design, determined a phased approach for delivering the corridor, conducted initial public outreach with online open house, and submitted for a grant to fund phase 1 of the project.

4. Robert presented the design overview for the corridor and the individual segments as they have currently been developed.
 - a. 15th to 11th St
 - i. Shared use facility with new sidewalks. This portion as there is limited ROW and already only two lanes is not a road diet.
 - ii. ADA and signal improvements at 15th Street Intersection
 - iii. Enhanced Pedestrian Crossing at 13th
 - iv. Improvements to 11th Street Signalized intersection, plan is to widen to provide bicycle and ADA facilities through the intersection
 - b. 11th to 6th St
 - i. Repurposing the outside travel lanes for wider sidewalks and bike lanes
 - ii. Enhanced Pedestrian crossings at 8th and 10th – Including new ped ramps, signing and striping and RRFBs
 - iii. The school district has expressed interest in converting adjacent streets to one way roads to help access and circulation around the school. Potential for conversion of 8th and 10th to one way roads adjacent the school. (conditional to City Council approval)
 - c. 6th to 1st St
 - i. Repurposing the outside travel lanes for wider sidewalks and bike lanes
 - ii. Alternatives at Burwell Intersection. Signal or Roundabout
 1. Roundabout operates better for traffic and provide opportunity for a design wayfinding feature
 - iii. Bicycle and pedestrian connection to 1st street
 - iv. Speed hump for pedestrian crossings away from the Gate entrance. Discuss sign feature
5. Top Priorities of SAG (Meeting opened up for discussion and feedback.)
 - a. Is there anything that we should be aware of? Coordination with adjacent projects or changes stakeholders are anticipating.
 - i. No major concerns brought forth
 - b. Open Discussion about design to identify SAG concerns and requests.
 - i. Allison: 8th Street you'll want crosswalk on north end, which is where everyone crosses.
 - ii. Marco: Considering a conversion to one way moving the crosswalk to the south looks good.
 - iii. Ned: Need clarification of justification for crosswalk on south side. Asked about turn templates at 8th and 10th. Asked about sidewalks extending on 13th.
 1. Discussed the addition of sidewalks on 13th to connect to existing infrastructure. Turn templates had been looked at for 8th street intersection but would need to be looked at on 10th if the one way conversion is carried forward.
 - iv. Dianne: North of 11th street, sidewalk is not very safe right now and does not accommodate for wheelchairs. Are these being widened? Might be better to make wider and nicer sidewalk on one side of the street.

1. Discussion followed about wider sidewalks on one side of the road and ADA minimum on the other. Lebo and Lower Warren were mentioned as examples. The challenge of negotiating what side of the street with properties owners was discussed.
- v. Tom: If the shipyard creates the delay, how will traffic get handled
 1. Discussion of queuing to 6th as the worst case condition and the processing rate of the gate being the influencing factor.
 2. Discussed overview of gate operation improvements that were covered in previous meeting. Increase processing rate by multiple check people, diversion of some personnel to other entrances for example.
- vi. Dianne: asked what happens to roundabout when there is a backup. Opposes roundabout option, prefers ped/bike friendly
 1. Discussion about roundabout failure and potential blockage and queuing along Burwell and Naval if traffic was to back up from the gate.
- vii. Steffani: opposes roundabout, challenges on bus pull-out and blocking the traffic when an east/west traveling bus pulls through and takes a lane of traffic to service the stop.
- viii. Michael: agree with Dianne on roundabout being contradictory to City's goal of ped friendly. In regards to NBK gate, north-south traffic might impede east-west traffic. Asked about what's the plan for the bicycle infrastructure on 1st.
 1. Discussion of the improvements considered as part of the City's none motorized plan. Naval Ave improvements would have to be forward compatible with those improvements which will be implemented later.
- ix. Marco: how does bike lane affect school bus route and pickup location? There is a 7:26 am pickup for middle school.
 1. Discussion of bus stop location and future coordination with design. Understanding of the earliest bus scheduled stop time and most likely outside of the peak gate ingress time.
- x. Lynn (chat): As a follow-on to Council member Goodnow's questions. NBK has had many requests and proposals over the years from the bicycle community to provide better access both to the base and beyond. The 1st Street bike path is preferred by the bike community due to topography and relatively low traffic. Other routes are relatively steep or on busy streets. Our primary concern in the past is treating the area where that bike route would cross Naval gate to reduce bike vs car accidents. This path is part of a needed corridor connector to improve bike access through the City not just to NBK.
- xi. Tom: asked how the bicyclists currently go through the gate.
 1. Lynn confirmed they either go through the turnstile or use the vehicle gate.

- xii. Dianne: have we considered wider sidewalk at the corner at 1st?
Recommend having shared bike use with the vehicles.
- xiii. Greg: appreciate everyone's work. Please consider future of the City in terms of accommodating more modes of transportation given the ongoing growth of the region.
- xiv. Dennis: ICE process will need to be followed for the Burwell Intersection.
 - 1. Discussion of the City modeling and the understanding that there will be a concurrency issue if traffic growth continues as it is currently projected. Understanding the ICE process the city built the analysis of a roundabout into the scope of this project. Moving forward with the preferred alternative the City will provide the proper WSDOT project documentation.

c. Buffered Bike Lanes

- i. Michael: what about raising the bike lane elevation to match with the sidewalk, rather than with the road. Dianne answered it works very well.
 - 1. Discussion followed about the benefits and challenges of this treatment. Has the potential to create a sense of separation with less horizontal displacement. Challenges are they are more difficult to keep clean and free of debris, may add to the amount of side street and driveway improvements needed as the raised elevation will have to be chased more to tie into existing grade, and require wider footprint at intersections to accommodate mixing zones.
- ii. Tom: given the businesses south of 5th, may need wider sidewalk between 5th and 6th.
- iii. Dianne: 10 feet sidewalk one side and narrower on the opposite side works well.
- iv. Michael: what's the driving factor for doing/not doing raised crosswalks at side streets?
 - 1. Discussion of cost and additional improvements off corridor that may be required. Will look into potential for additional locations.
- v. Ned: observed the queues back to 6th at about 7:15 am.

d. Bike Boxes

- i. Dianne: bike boxes at any location provide sense of safety, but especially recommend them at 6th because many bicyclists use 6th corridor to travel east-west.
- ii. Marco: 10' sidewalk north of 11th would be good for student pickups at that location.

6. Chris discussed the project next steps

- a. Advancing design to 60% Design level
- b. Next SAG Meeting After 60% submittal
- c. Following the SAG meeting we will have a follow up Public Outreach effort

City of Bremerton
**Naval Avenue – 1st Street to 15th Street Pedestrian and Bicycle
Enhancements Project [HLP-PB19(006)]**
Stakeholder Advisory Group (SAG)
Minutes

November 5th, 2021
10:00 am to 12:00 pm

Attendees

Robert Acevedo (HDR), Allison Satter (NBK), Cameron French (HDR), Chris Dimmit (COB), Garrett Jackson (COB), Dianne Iverson (Bicycle Group), Dennis Engel (WSDOT), Andrew Larson (WSDOT), Marco Diccio (School District), Ned Lever (COB), Shane Weber (COB), Dana Bierman (KCHD), Kathleen Barnhart (Suquamish Tribe), Tom Knuckey (COB), Greg Wheeler (Mayor)

Those invited but not in attendance: Michael Goodnow (COB), Steffani Lillie (Kitsap Transit), Allison O'Sullivan (Suquamish Tribe), Denis Frey (Bremerton Chamber of Commerce), Megan Moore (Kitsap Community Health), Mike Davis (Bremerton PD), Mike Six (Bremerton Fire)

AGENDA ITEMS

1. Welcome
 - a. Chris Dimmitt introduced the meeting agenda, provided an verbal outline of the discussion, and format.
2. Introductions
 - a. Chris conducted role call with individuals giving a brief introduction.
3. Project Overview and Status
 - a. Current Status of Project
 - i. Chris stated that the project had selected a single corridor concept to advance up to 60% design completion, conducted initial public outreach with online open house, and is actively pursuing grant funding for subsequent project phases (i.e. ROW and Construction).
 - b. Review of feedback received from last meeting
 - i. Items not carried forward from 30% Design.

1. From the last SAG meeting (10/5/20) Chris states that the following items were not carried forward due to comment from the SAG/public or from other constraints:
 - a. No Roundabout for this project
 - b. No buffered bike lanes
 - c. No raised/combined bike lane with sidewalk
 - ii. Changes carried forward to 60% design since last SAG meeting – discussed.
 1. Singular project layout versus multiple
 2. Addition of RRFBs at 13th, 10th, 8th, and 4th Streets
 3. Interface of bike lane/shared use path and Naval Ave Gate
 4. Addition of Bike Boxes and bike conflict ladders
 - c. Scope and Grant requirements
 - i. Chris restated the scope of the design effort based on the received design only grant. This project must contain design improvements for multimodal travel (bikes and pedestrian), be ADA compliant, and improve overall safety on the corridor for all modes.
4. Preliminary design review of each segment
 - a. 15th to 11th St
 - i. Chris highlighted ROW acquisitions at 11th St that will make the overall intersection safer.
 - ii. 15th St signal warrant (Tom). To evaluate. Marco indicated there are a lot of students that cross the roadway at this location.
 - iii. Signing necessary for chicane at 13th St (Shane)
 - b. 11th to 6th St
 - i. Discussion on percentage/number of students that walk and bike to Naval Ave elementary. 150/300 are within walk zone (Marco)
 - ii. Discussion on increasing west sidewalk with with ROW acquisition for congregation area.
 - iii. Re-mentioned the projects desire to have a couplet for 8th and 10th Streets in cooperation with Bremerton School District
 - c. 6th to 1st St
 - i. 1st St and Naval Ave transition – west side of street
 1. Both Allison Satter and Dianne Iverson were happy with the progress of the design to this point. No additional comments were received regarding this part of the project.
 - ii. Kiss and Stop parking on Gregory Way – PSNS request
 1. Shane, Tom, and Marco all had reservations regarding the Navy's request for a Kiss and Stop parking area on Gregory Way. Tom stated he would pass this request to Katie Ketterer to include in the Joint Compatibility Study for NBK.

5. Top Priorities of SAG

a. Open Discussion

- i. Discussed curb ramp styles and reasoning behind design. Received feedback to not design curb ramps such as those on the Manette Bridge roundabout curb cuts.
 - 1. Tom also mentioned that the use of directional ramps versus bi-sector ramps would be preferred as the ADA community has expressed concern for those visually impaired and potentially directing them away from the crosswalk areas.
- ii. Marco mentioned that the Naval Avenue Learning plan is to construct a new K-5 school with increase in population sometime in the distant future.
 - 1. Shane mentioned the possibility of looking into a congregating area along Naval Ave between 8th and 10th. This would require ROW acquisition to make extra wide sidewalk area but Marco indicated the school district could be open to that improvement.
- iii. Discussed RRFB crossing location at 4th St.
 - 1. Dianne Iverson suggested looking into separate bike crossing as the current location seems a bit far from where cyclists cross Naval Ave going westbound.
- iv. Andrew Larson brought up the maintenance agreement for green pavement markings across Burwell St (SR 304). Shane mentions that the City of Bremerton maintains all markings on city streets and would do the same here.
- v. Discussed limitation of roadway cross section from 11th to 15th
- vi. Action Item:
 - 1. Sending Allison traffic analysis for gate queue and previous correspondence with Lynn Wall
- vii. Marco's issue with bus route on Gregory Way. The current bus route travels west along Gregory and then south on Naval in order to continue west on 1st St. Marco was concerned with having additional parking areas too close to the intersection, making it more difficult to maneuver a school bus along this route. Designer to look into options for mitigation.

6. Next Steps

- a. Online Open House for 60% Design – Q1 of 2022
 - i. Follow up Public Outreach
- b. Advance design to 90% Design level – Q3 of 2022
- c. Stakeholder meeting after 90% Design completed – Q3 of 2022
- d. Obtain Right of Way and Construction Funding - TBD

**Published for
January 8
Study Session**

Item B6
Public Comments

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

Cory,

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

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

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

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

Sincerely,

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

Direct 360.473.2306 | Cell 564.222.0897

From: Cory Derenburger <cory.derenburger@gmail.com>

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

To: City Council <City.Council@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>

Subject: Naval and 6th Street Projects Question

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

Good evening,

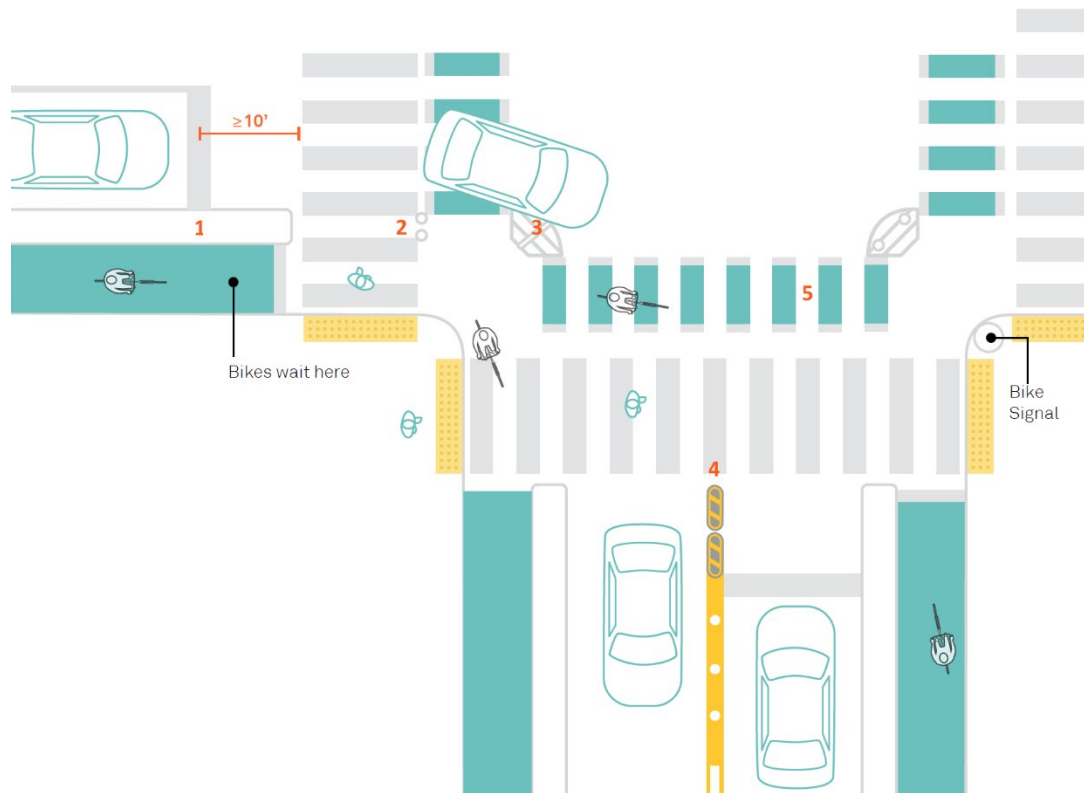
I had a question about if there are any plans for bike signals in these projects? The overview on the Naval project seems to allude to this, but I don't see much in the FAQ about signal improvements on the 6th street project. The 6th Street plan from what I see only shows the bike signal at Washington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

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

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

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

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



I do not like turn pockets, please keep cyclists separated on the side in our own lane. This helps with predictability for both motor vehicles and cyclists, and would go a long way to reducing friction between road users and unsafe mixing at turn pockets.

*as a bonus the curb also gives us a foot rest at intersections, and helps us get moving faster

If not in the plan, please consider adding bike signals and detectors, in addition to vehicle setbacks from Dedicated Intersections.

I don't know the vph, but bike signals along 6th and Naval could make things safer for cyclists, and I think drivers would benefit by knowing what is expected at each intersection. Let's not make drivers and cyclists on these busy streets guess what the other will do negotiating a merge or crossing an intersection, let's have the infrastructure manage these interactions for all users and keep everyone safer.

Thank you,
Cory Derenburger
Bremerton

From: Heather Diane Pugh <pughhd@gmail.com>

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

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

<Greg.Wheeler@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>

Subject: Naval Avenue Project

Hi all,

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

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

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

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

Thanks for the opportunity to share my thoughts.
Heather Pugh

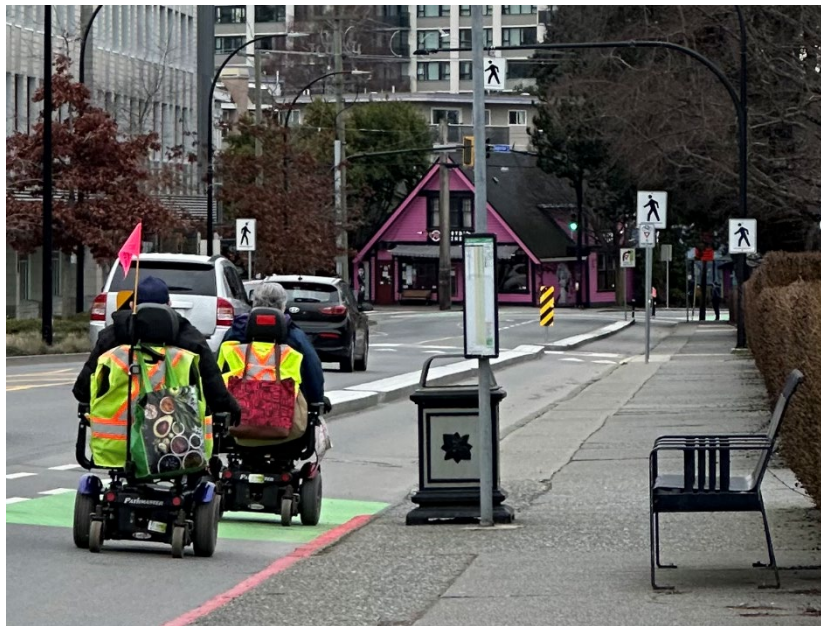
From: dianne iverson <diverson1950@gmail.com>

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

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

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

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



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

Re: Naval Avenue multimodal improvements need to be safer:

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

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

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

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

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

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

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

Dianne Iverson
diverson1950@gmail.com

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

Hi City Council!

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

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

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

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

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

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

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

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

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

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

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

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

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

From: Travis Merrigan <bikebremerton@gmail.com>

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

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

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

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

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

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

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

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

Dear City Council,

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

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

The Good:

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

-- An end-to-end bike lane from 1st to 15th

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

The Bad:

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

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

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

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

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

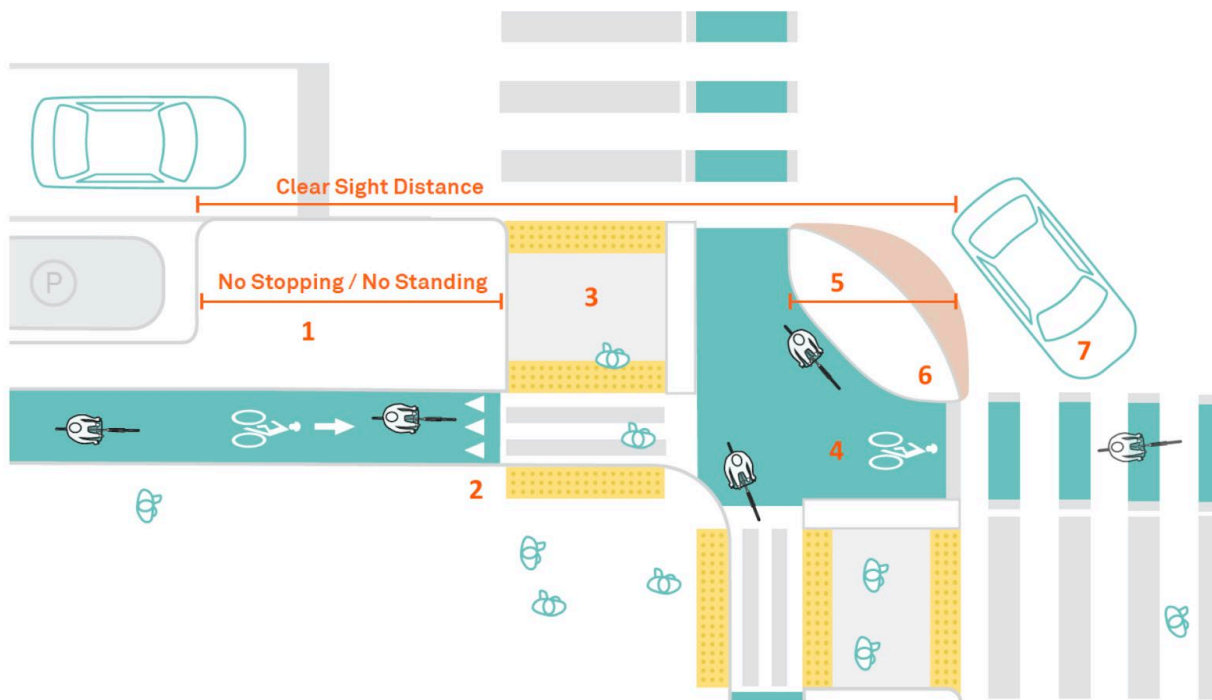
The Naval 90% Plan should not be accepted without in-depth deliberation from City Council. On such an expensive project, it would be prudent to commission a review from an outside contractor (not our regular HDR or Parametrix) to see where improvements can be made.

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

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

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

Protected Intersection Diagram



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

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



'Unprotected bike lanes attract illegally parked cars.'

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

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

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



'Even Better Bike Lane installation in Seattle.'

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

Thanks,

Travis Merrigan
Bremerton

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

Happy new year.

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

Specifically, 11.12.070 states

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

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

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

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

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

Bremerton Municipal Code - 11.12.070 TRAFFIC IMPACT MITIGATION.

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

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

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

Some examples of better city code:

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

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

It continues:

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

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

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

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

Thank you for working to improve City Code.

Travis Merrigan
Bremerton

From: Erik Pedersen <erikepedersen@hotmail.com>

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

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

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

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

City Council and Mayor Wheeler,

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

Level of Service:

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

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

6th Street:

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

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

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

Naval Ave and Public Feedback:

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

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

Thanks for your consideration,

Erik Pedersen
Bremerton Planning Commission
District 3 Resident

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

Nick,

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

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

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

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

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

Erik

From: Erik Pedersen <erikepedersen@hotmail.com>

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

To: Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>

Subject: Re: 6th Street Presentation

Nick,

Thank you so much for your time today.

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

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

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

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

Thanks again for your time,

Erik

From: Erik Pedersen <erikepedersen@hotmail.com>

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

To: Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>

Subject: Re: 6th Street Presentation

Thanks.

From: Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>

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

To: Erik Pedersen <erikepedersen@hotmail.com>
Subject: RE: 6th Street Presentation

Sure – That works for me.

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

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

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

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

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

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

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

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

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

Noon?

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

Erik,

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

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

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

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Nick,

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

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

Might something like that work for you?

Many thanks,

Erik
360-961-4678

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

Erik,

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

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

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

Thanks,

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

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

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Nick,

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

Many thanks,

Erik

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

Erik,

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

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

I hope you have a wonderful weekend.

Nick

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

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

Mockler <Anna.Mockler@ci.bremerton.wa.us>

Subject: 6th Street Presentation

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Nick,

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

The presentation brought up five main points in my mind:

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

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

Many thanks,

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

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

Good morning Erik,

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

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

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

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

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

Nick

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

City of Bremerton Engineering Division

Direct 360.473.2306 | Cell 564.222.0897

From: Erik Pedersen <erikepedersen@hotmail.com>

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

To: Nick Ataie <Nick.Ataie@ci.bremerton.wa.us>

Subject: 6th Street Details

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

Nick,

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

Do you know if the bike lanes will be protected?

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

Thanks,

Erik Pedersen
District 3 Resident

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

From: Satter, Allison E CIV (USA)

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

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

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

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

Good Afternoon City of Bremerton's City Council:

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

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

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

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

V/r,

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

**Published for
January 15
Council Meeting**

Item 6B
Public Comments

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

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

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

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

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

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

Jessica Martinez

Sent from my iPhone

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

Dear Councilmembers.

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

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

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

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

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

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

Charlie & Carol Michel

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

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

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

Councilmember Goodnow,

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

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

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

Thank you for your consideration.

David Schmitz

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

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

Sincerely,
Barb Hagedorn
Sent from my iPhone

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

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

Dear Bremerton City Council Members

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

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

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

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

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

Sincerely,

Jeff Iverson
Denise Portmann
Sebastian Iverson-Portmann

Sent from my iPad

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

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

Thank you,
Jess

--

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

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

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

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

Thank you,
Zach Weaver

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

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

Beth Anderson
360-620-0893
Sent from my iPad

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

Dear City Council,

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

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

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

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

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

Thank you,

Erin Larsen-Cooper

Bremerton, WA

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

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

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

Thank you for voting against this wholly unsafe proposal.

Sincerely,
Kristen Sluiter
1036 5th St.

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

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

Dear Members of the Bremerton City Council,

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

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

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

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

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

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

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

Sincerely,

Robert Ford

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



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

An open letter to the Bremerton City Council about Naval Avenue safety improvements. city.council@ci.bremerton.wa.us

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

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

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

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

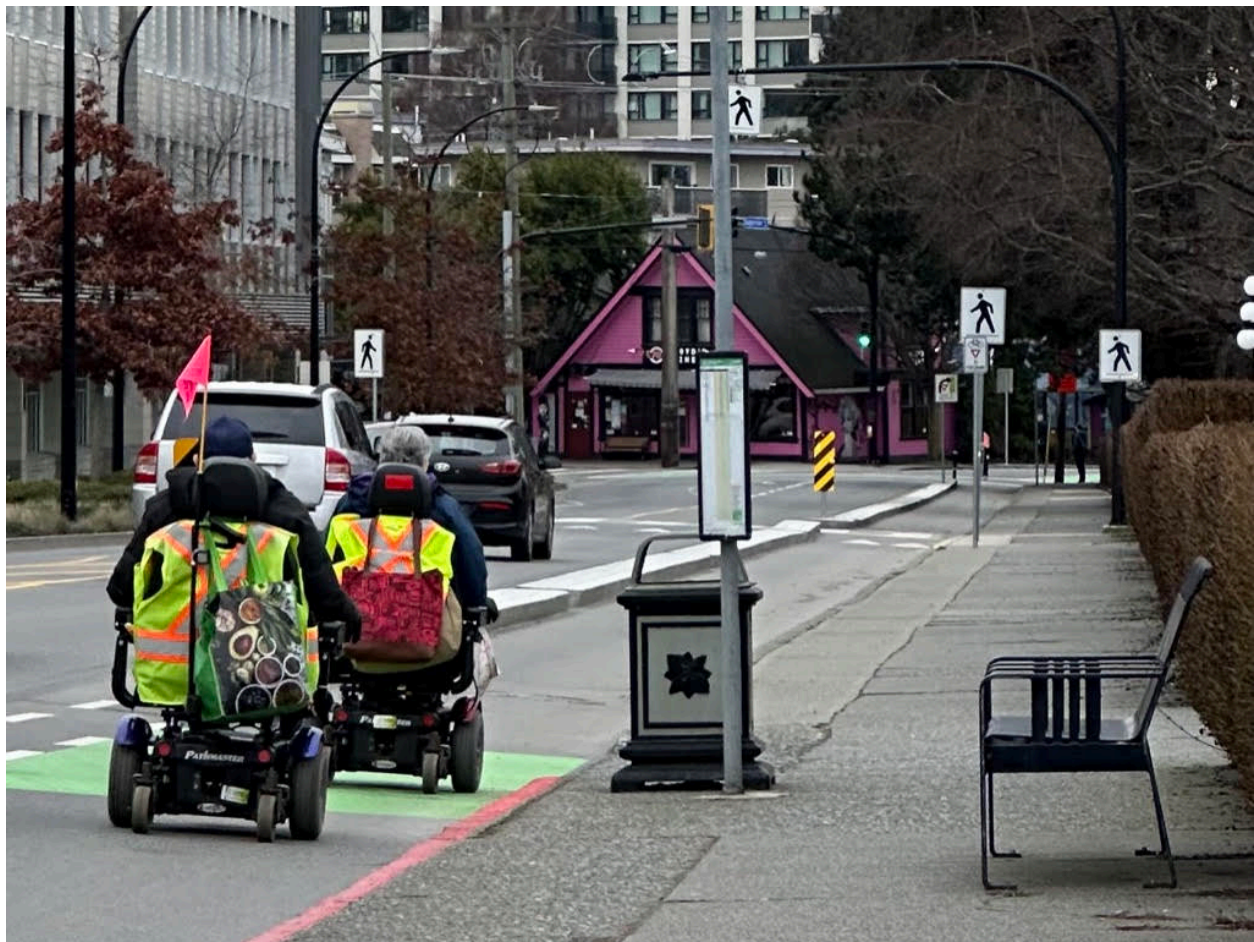
So what are the next steps in resolving the remaining safety issues for Bremerton residents?

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

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

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

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



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

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

Dear City Council and Mayor,

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

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

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

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

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

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

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

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

Thank you for your attention to this important matter.

Sincerely,

Nishchal Chaudhary

References:

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

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

Sent with Sophos Secure Email

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

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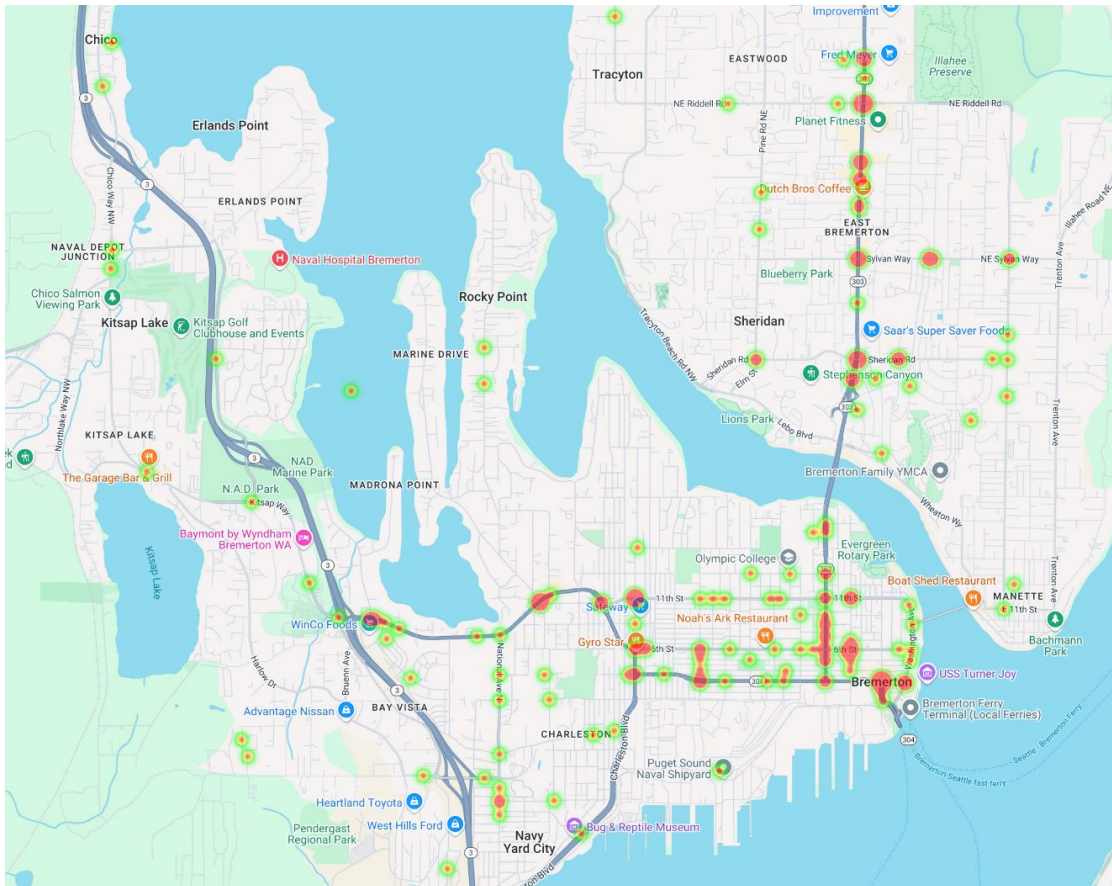
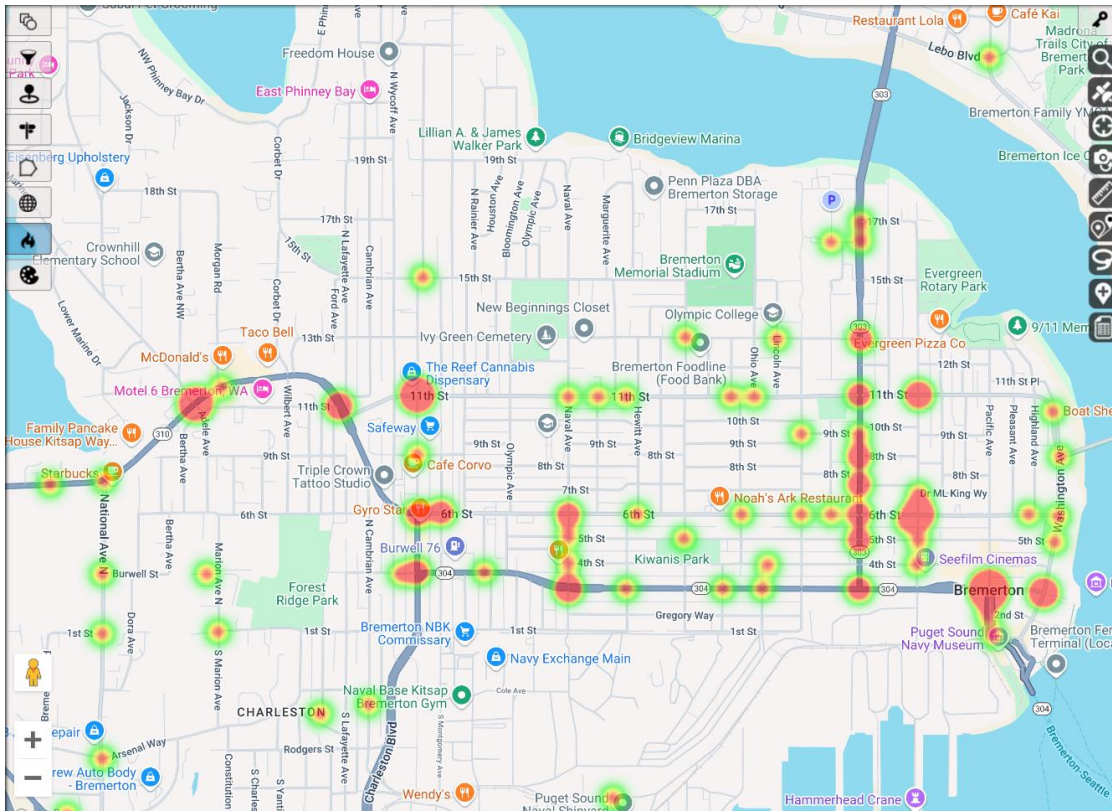
Thanks for your interest, Anna. I'm including Jennifer because she asked for similar info, and members of the PW Committee - thank you all for your work..

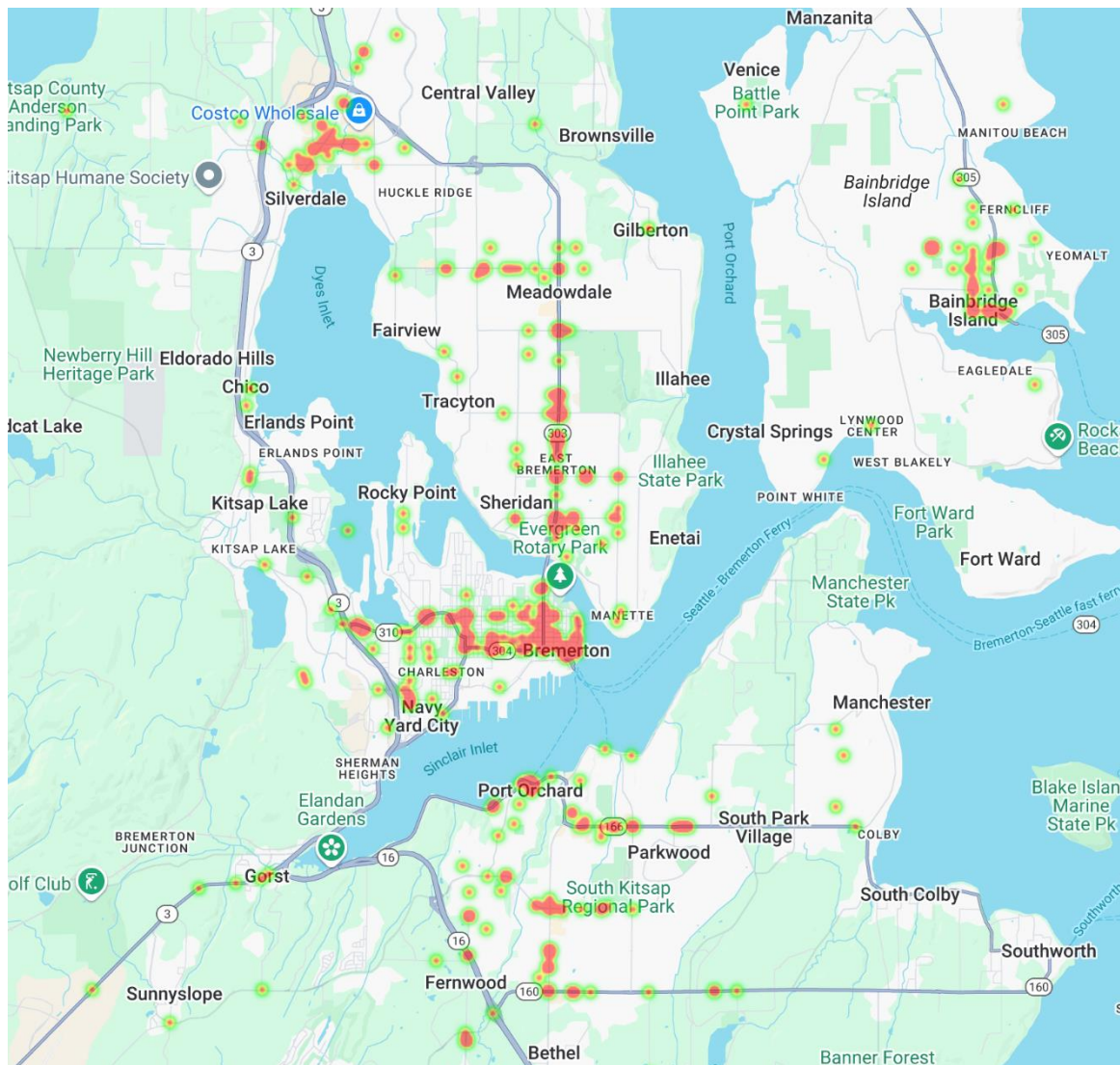
Here's a heatmap of car-on-pedestrian, injury collisions in Kitsap, 2014-24.
<https://fortress.maptive.com/ver4/59305193b1ed56dc2e683104a06e1119/694118>

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

Cheers,

Travis





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

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

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

Anna

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

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

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*internal

Anna,

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

On Fri, Jan 10, 2025 at 6:22 PM Anna Mockler <Anna.Mockler@ci.bremerton.wa.us> wrote:

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

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

Sincerely,
Anna

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

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

Mr. Merrigan,

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

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

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

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

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

Greetings Councilors.

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

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

Best,

Travis Merrigan

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

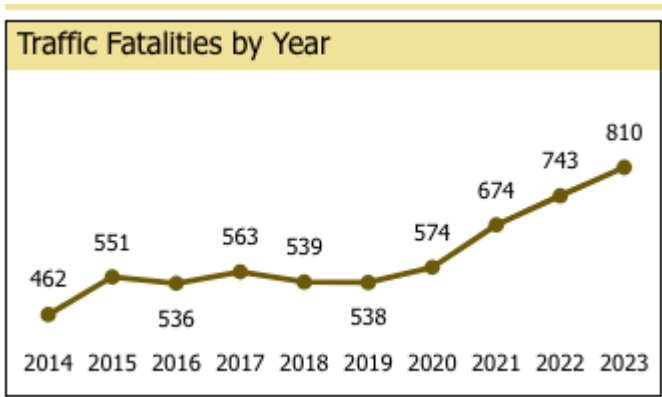
Jennifer,

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

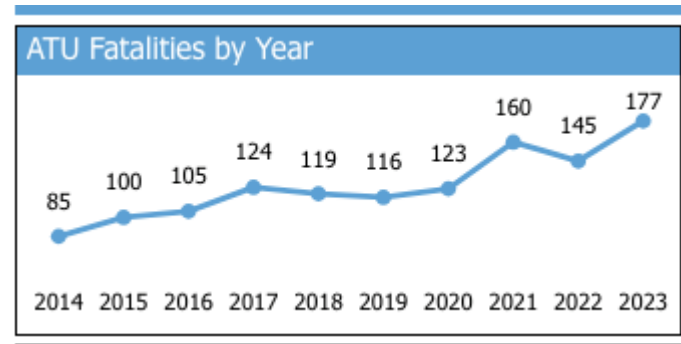
The increase in traffic fatalities has been covered by local and national press, including the [Kitsap Sun](#), [Seattle Times](#) and [New York Times](#). According to Harvard, the high traffic fatalities amount to a '[public health crisis](#).'

Here are some great sources of local data on traffic collisions and fatalities.

The WA Traffic Safety Commission keeps the 'official' tally of motor vehicle deaths. Their '[Fatalities Dashboard](#)' shows the grim body count of all traffic fatalities. 2023 had the highest # of traffic fatalities ever in Washington - 810 people killed, that 49% more than the year before the pandemic.



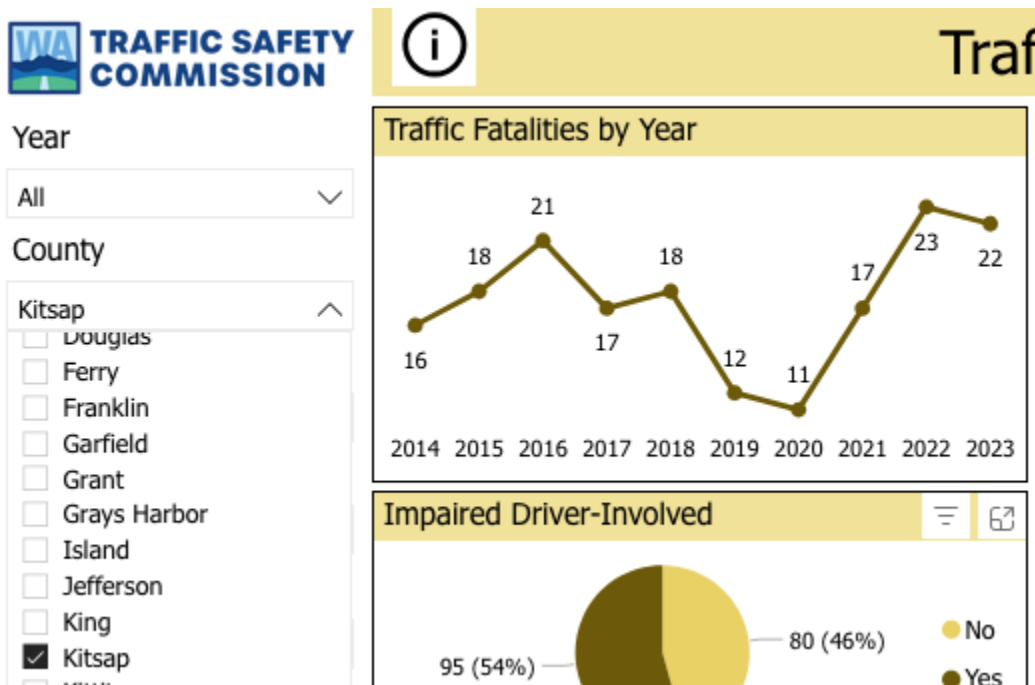
They also have data about 'Active Transportation' fatalities, covering people walking, riding bikes and using wheel chairs. Again, the carnage is increasing horrendously. in 2023, WA had a record 177 Active transportation users killed, up 54% from the 116 in 2019, the last year before the pandemic.



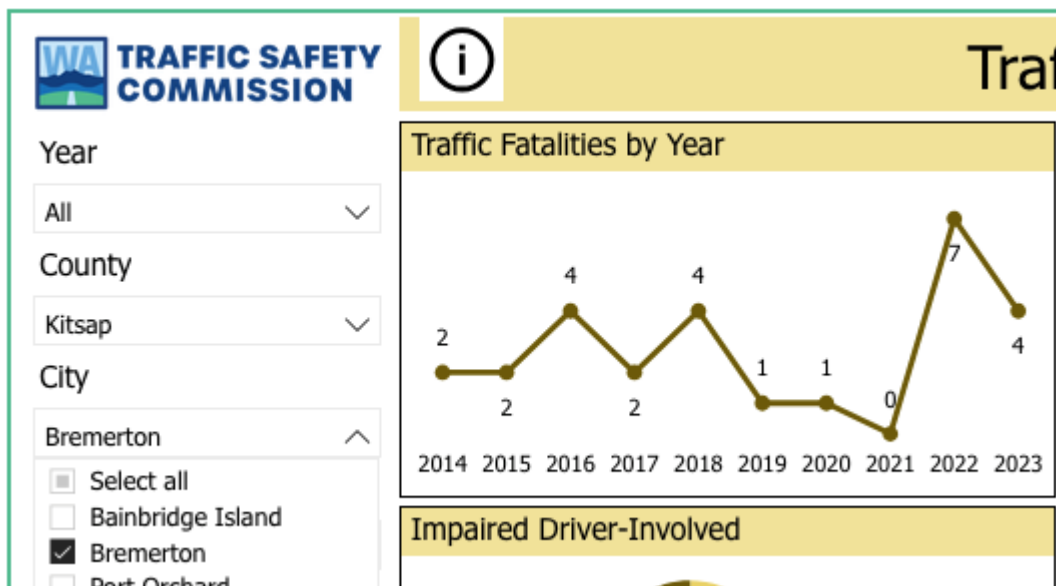
Over that same time period, WA state population increased by just 3.67%. Road deaths are up way more than population has increased.

Population Change and Rank for Cities and Towns, April 1, 2020 to April 1, 2024						
Office of Financial Management, Forecasting and Research Division						
City	County	2020 Population Census	2021 Population Estimate ¹	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate
State Total		7,706,310	7,766,975	7,864,400	7,951,150	8,035,700
1The 2021 estimates in this table were revised November 30, 2021 after the 2020 Census P.L. 94-171 became law.						
2The 2020 federal census count for Bonney Lake was corrected in 2022.						
3The large percent change for the city South Prairie is due to its relatively small population size and the addition of a new neighborhood.						
						4.27%

You can look at just Kitsap County, where traffic fatalities in each of the past two years were higher than any year since at least 2014.

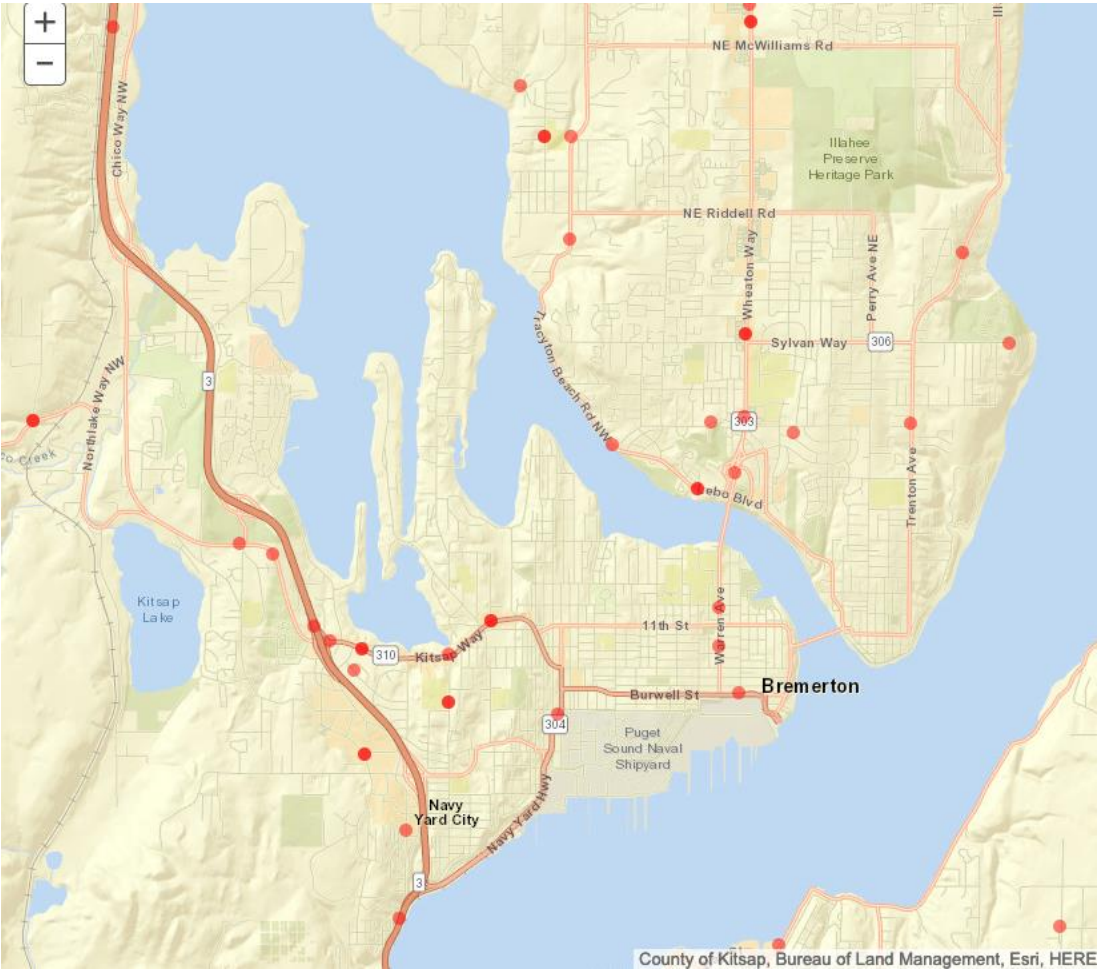


And if you look at just Bremerton, we had a record year in 2022 and tied the previous record in 2023.

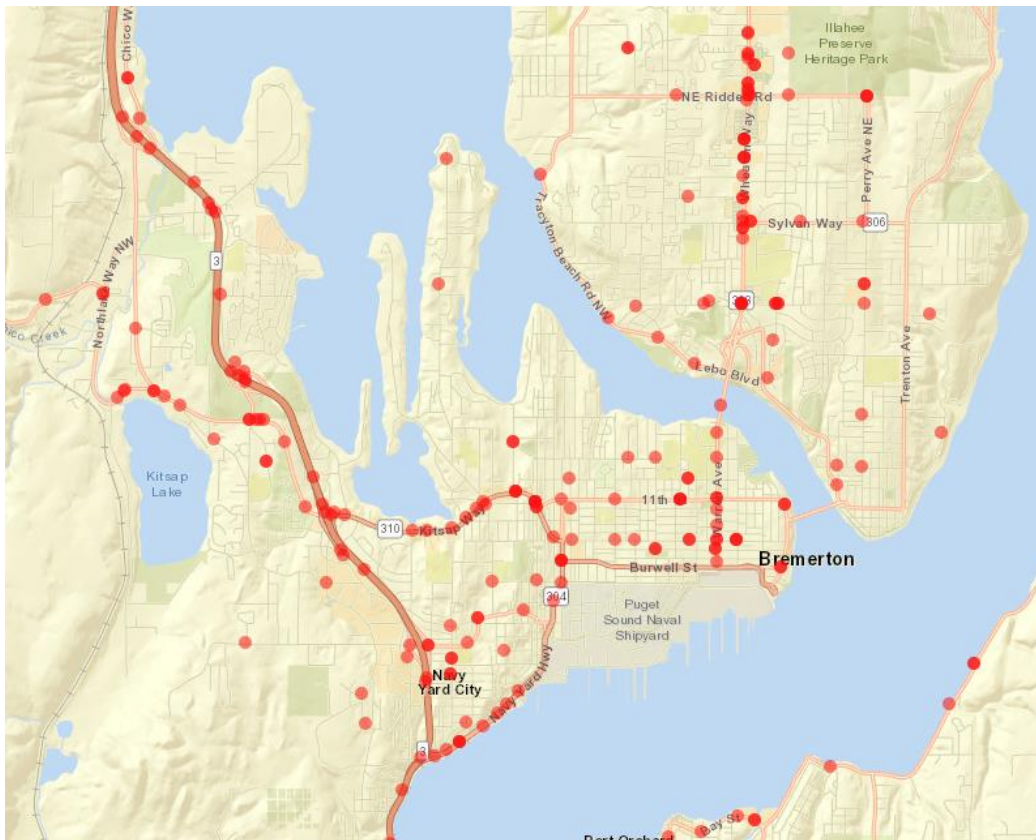


What about WHERE the crashes are happening. Washington State Patrol has 'unofficial' but much more detailed data about where the deaths are occurring. And they look at not just deaths but 'serious injury crashes.' You can find that detailed information [here](#). Go to 'Query' and wade thru the many options (it's not super intuitive) then 'Select Output Map' at the very bottom - and you can make your own map.

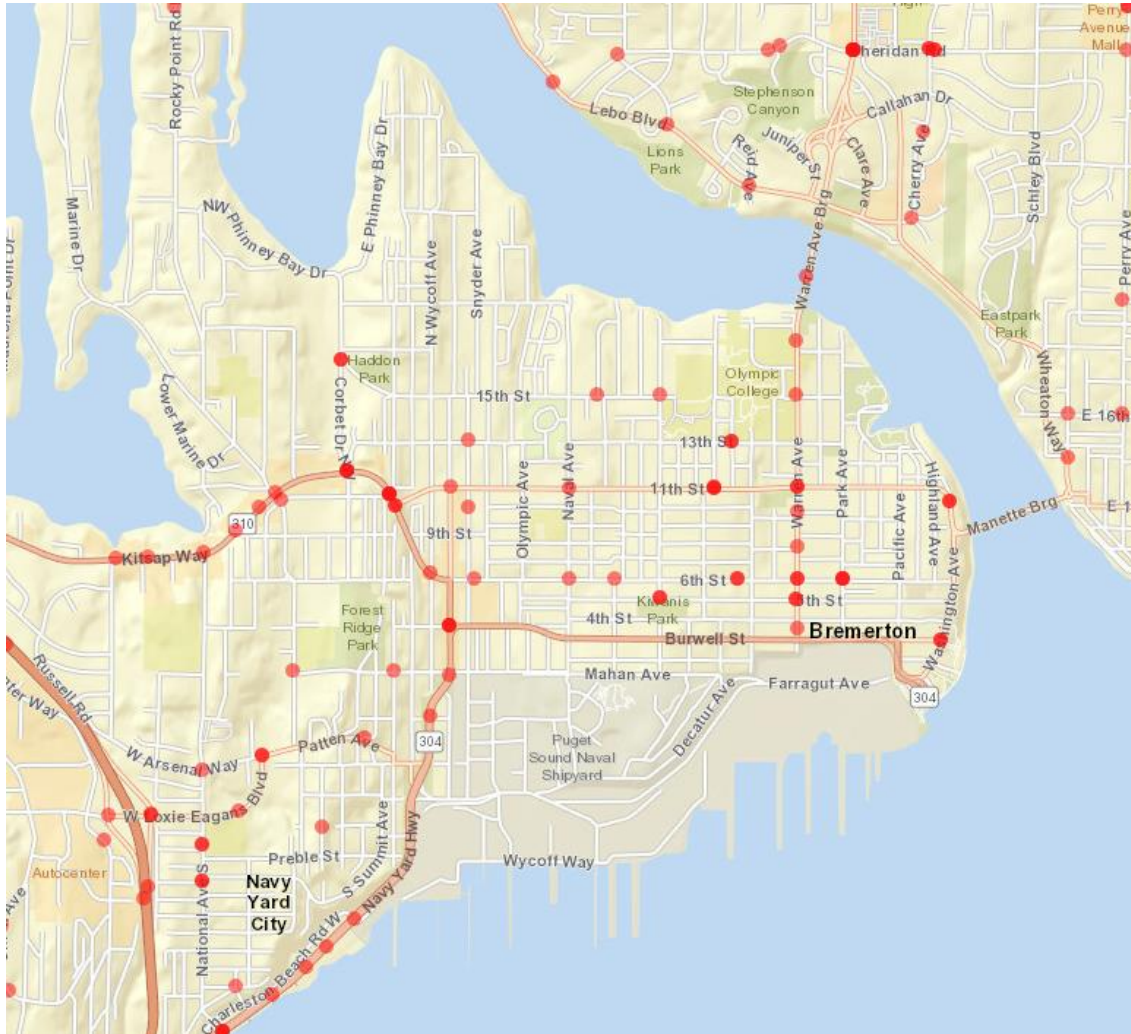
Here's 10-year citywide fatalty locations.



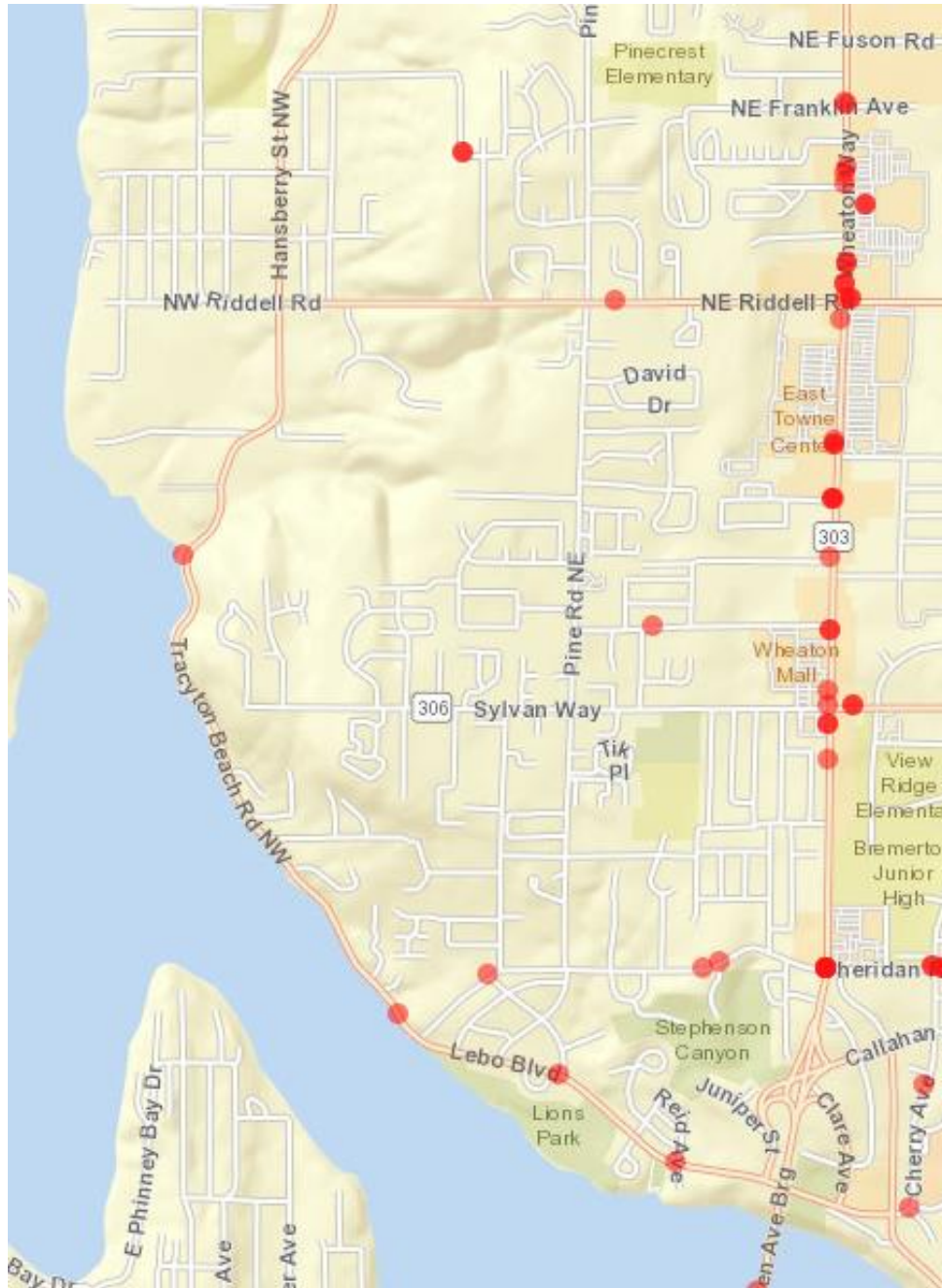
Here's a map of all the 'Serious Injury' accidents in the past 10 years.



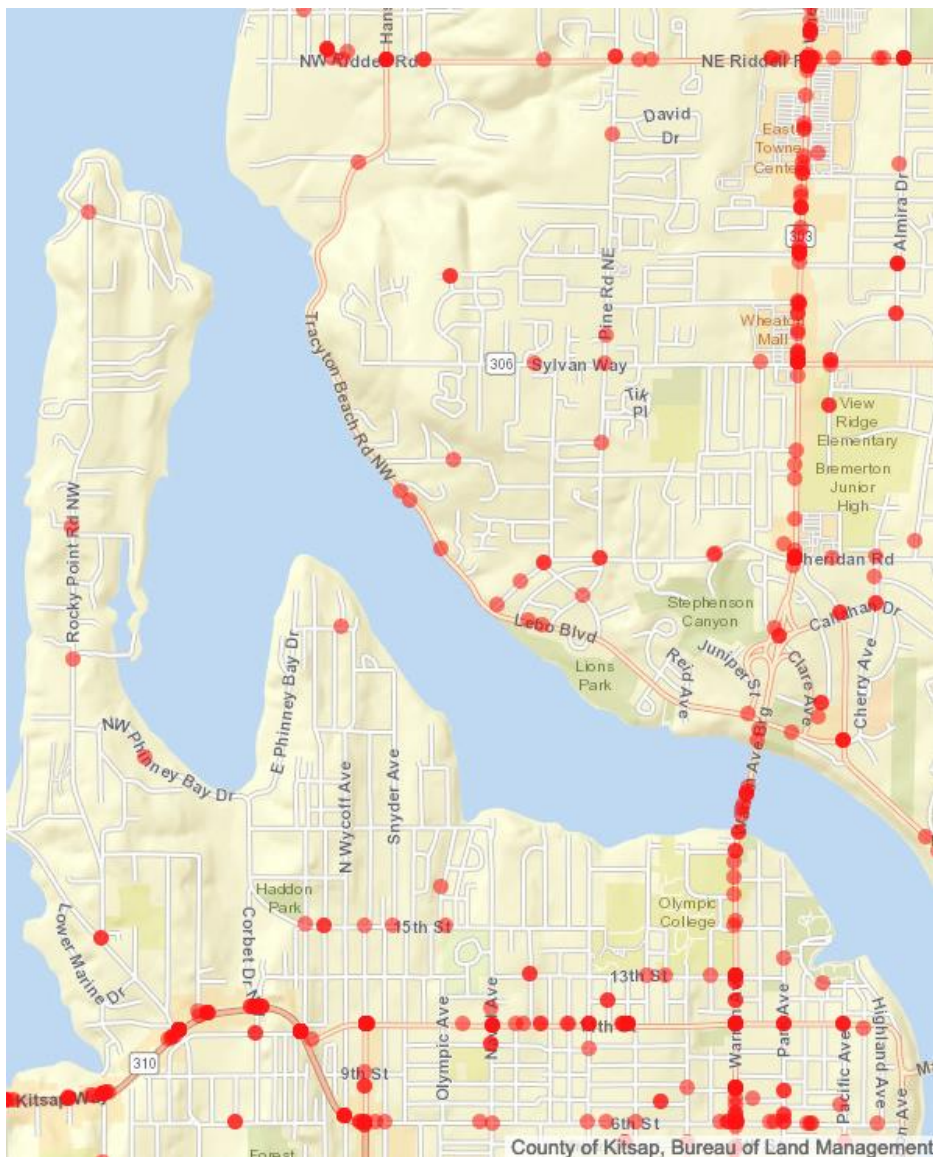
Close-up of those for Central Bremerton - Warren and Kitsap Way remain horribly dangrous, with additional hotspots on 6th Street and on Naval, the most dangerous zones are the big intersections, 6th and 11th.



Here's a closeup of District 1, those are 'Serious Injury Collisions'.



Here's all traffic accidents in 2024. Pine Rd is a hotspot for traffic accidents, it's only a matter of time before that busy, no-sidewalk street kills someone.



In summation, we're in the midst of an epidemic of traffic deaths. Bremerton is spending millions on street projects, but recently completed projects, including Kitsap Way and the Manette Roundabout, are far from modern safety standards, and will do nothing to curb these tragic numbers.

I hope we can count on your support to stop the city from building more mediocre projects, and start turning the corner on these street tragedies.

Thank you,

Travis

Naval Ave. 6th St.

NACTO Launches New Urban Bikeway Design Guide for the Next Generation of Innovative Cycling Infrastructure

Jan 07, 2025

About the National Association of City Transportation Officials (NACTO)

NACTO is an association of 100 North American cities and transit agencies that exchange transportation ideas, insights, and practices and cooperatively approach national transportation issues. The organization champions bold, people-first urban transportation by mobilizing a network of cities and transit agencies.

The *Urban Bikeway Design Guide*, Third Edition, will be on January 14, 2025.

The *Urban Bikeway Design Guide* illustrates a vision for cities that features safe streets, economically strong local business districts, and vibrant streetscapes. It shows how effective leadership strategies can unlock the resources, structure, and backing necessary to change city streets.

Use Best Practices

Public Comment
Guy with reflective
jacket. Spoke on
Naval Ave

m

"We commend NACTO for their work with local planners and designers to build safer streets and more connected bikeway networks," said **U.S. Secretary of Transportation Pete Buttigieg**. "The newest edition of the *Urban Bikeway Design Guide* will be an important resource for communities as they improve safety and design for cyclists, pedestrians, and everyone who uses our streets and roads."

"The story of urban design over the last decade is the story of how innovative and easy-to-implement cycling infrastructure transformed thousands of city streets into safe, bikeable places," states **Janette Sadik-Khan, NACTO's Board Chair and a Principal at Bloomberg Associates**. "The *Urban Bikeway Design Guide* is the source code for this explosive new cycling era, now updated with the latest designs and technical insights from hundreds of projects across the country."

NACTO Launches New Urban Bikeway Design Guide for the Next Generation of Innovative Cycling Infrastructure

Jan 07, 2025

New state-of-the-practice for designing safe, bikeable streets

FOR IMMEDIATE RELEASE: January 7, 2025

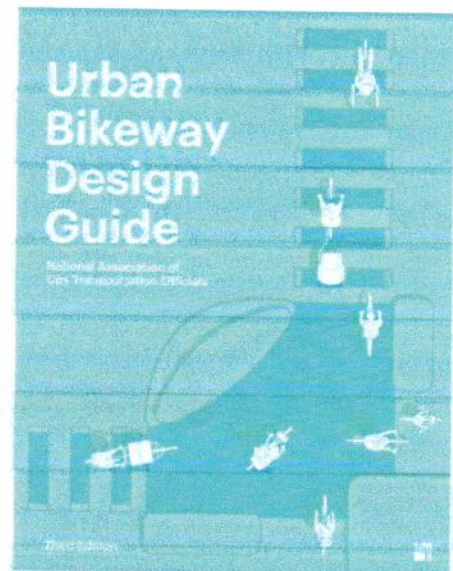
CONTACT:

Alex Engel, alex [at] nacto.org

Jaime Jennings, jjennings [at] islandpress.org

WASHINGTON, D.C. — The National Association of City Transportation Officials (NACTO) today launched the newly revised edition of the seminal *Urban Bikeway Design Guide*, updated for the first time in a decade with innovative street design practices that support people getting around cities, and elevating planning from building great individual bike lanes to building great complete bike networks.

Developed for cities, by cities, the *Urban Bikeway Design Guide* is a blueprint for changing decades-old practices on city streets. Endorsed by the U.S. Department of Transportation and recognized in federal law, the *Urban Bikeway Design Guide* is used by hundreds of municipalities, state DOTs, and regional agencies across the U.S. and Canada to design streets that are safe and accessible for people biking. Because of the *Urban Bikeway Design Guide*, treatments such as protected bike lanes are now commonplace across the U.S. and Canada.



"We commend NACTO for their work with local planners and designers to build safer streets and more connected bikeway networks," said **U.S. Secretary of Transportation Pete Buttigieg**. "The newest edition of the *Urban Bikeway Design Guide* will be an important resource for communities as they improve safety and design for cyclists, pedestrians, and everyone who uses our streets and roads."

"The story of urban design over the last decade is the story of how innovative and easy-to-implement cycling infrastructure transformed thousands of city streets into safe, bikeable places," states **Janette Sadik-Khan, NACTO's Board Chair and a principal at Bloomberg Associates**. "The *Urban Bikeway Design Guide* is the source code for this explosive new cycling era, now updated with the latest designs and technical insights from hundreds of projects across the country."

New Edition of the Urban Bikeway Design Guide Coming in January

Nov 15, 2024

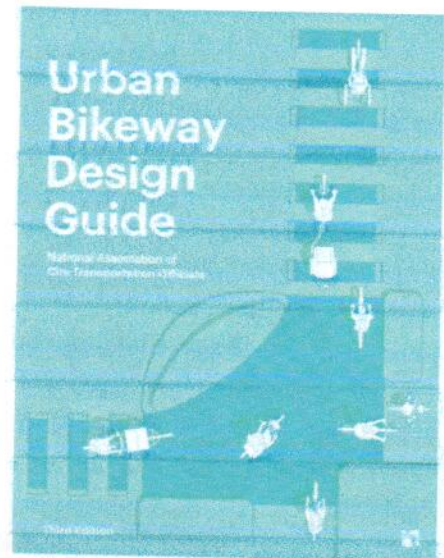
Over a decade ago, cities banded together to develop a first-of-its-kind document: bikeway design guidance developed by cities, for cities. Released in 2011, the NACTO *Urban Bikeway Design Guide* sparked a design revolution in cities across North America. City streets are now understood as key elements in confronting the intertwined safety, equity, and climate crises.

It's time for an updated standard for designing streets for bikes. The third edition of the *Urban Bikeway Design Guide*—developed for cities, by cities—sets this standard, capturing lessons learned and new practices that have emerged in the decade since NACTO published the second edition.

The *Urban Bikeway Design Guide, Third Edition*, will be published on January 14, 2025. (But you can already pre-order it [here!](#))

The *Urban Bikeway Design Guide, Third Edition*, will help city leaders and street designers create bikeable cities for people of all ages and abilities. It is a blueprint for implementing safe, connected, and equitable bike networks. It covers city policy, network planning, community collaboration, program and project evaluation, bikeway design, curb management, intersection design, maintenance, and operations. Designs and concepts are spotlighted with precise, actionable illustrations and diagrams.

As U.S. Secretary of Transportation Pete Buttigieg put it: “the newest edition of the *Urban Bikeway Design Guide* will be an important resource for communities as they improve safety and design for cyclists, pedestrians, and everyone who uses our streets and roads.”



**Published for
January 22
Study Session**

Item B9
Public Comments

From: Kate Kourbatova <katekourbatova@gmail.com>

Sent: Wednesday, January 15, 2025 8:54 PM

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

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

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

I'd like to add, after listening to the discussion at tonight's city council meeting, that I was disappointed to see that the plans were based on the assumption that the main mode of transportation to the shipyard in 2040-2050 would still be cars, and therefore reducing the number of car lanes to make more room for bikes and pedestrians isn't even possible to consider. I'd like us to aim for much more use of other modes of transportation in downtown Bremerton over the next 25 years. Making driving slightly less convenient while making other options safer and easier is a great tradeoff.

From: Kate Kourbatova katekourbatova@gmail.com

Sent: Wednesday, January 15, 2025 5:31 PM

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

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

Esteemed City Council members,

Please **vote to Deny** the motion to approve the agreement as-is. The plan **needs further revisions to improve safety for bicyclists** (and I say this as a driver, who would love to also be able to safely ride my bike around town).

We need to prioritize infrastructure that allows more people in Bremerton to have options to get around town without using their cars. This is vitally important, both in terms of us enjoying our beautiful public spaces in Kitsap, but also in the context of climate change. We are currently cornered into being reliant on cars, and therefore on fossil fuels. I would love to live in a future where my family can just use our car for long trips, and easily and safely bike and walk around town for most errands.

Thank you,

Ekaterina (Kate) Kourbatova
1123 Scott Ave
Bremerton WA 98310

From: Reama Schuldts reama.schuldt@gmail.com
Sent: Thursday, January 16, 2025 9:26 AM
To: Vicki Grover Vicki.Grover@ci.bremerton.wa.us
Cc: City Council City.Council@ci.bremerton.wa.us; The Schuldts theschuldtfamily@gmail.com; Greg Wheeler Greg.Wheeler@ci.bremerton.wa.us; Thomas Knuckey Thomas.Knuckey@ci.bremerton.wa.us; Ned Lever Ned.Lever@ci.bremerton.wa.us; Travis Merrigan bikebremerton@gmail.com; Michael Goodnow Michael.Goodnow@ci.bremerton.wa.us; Jane Rebelowski Jane.Rebelowski@ci.bremerton.wa.us; Anna Mockler Anna.Mockler@ci.bremerton.wa.us
Subject: Re: Citizen Comments - Naval Avenue Project (Reama Schuldts)

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Hi Vicki,

Good meeting last night.

There's one thing that is still itching my brain.

Can you send over a list of outreach that has happened on this project?

Again, people are asking me why they don't know about it and I'd love to be able to say, "They sent a mailer on these days. They walked the neighborhood these days. They held open houses these days."

I hope one takeaway is that virtual open houses on projects this important, especially since we were all back to in-person meetings in 2023, is not enough. That said, we did talk with Ned last night about that as a possibility so that people are informed on the project.

I also suggest a walking/rolling tour of the plans with neighbors that need to see it and feel it to understand the project better.

As I said last night, residents need buy in on projects that take their property. We don't want an us/them situation and bitterness because they weren't informed until the 11th hour.

Having an open house at Naval Elementary would be a strong move and I can talk with the principal if that would be helpful.

Bremerton is better when we work together. And together we can do amazing things!

Thanks always!

Reama

From: Reama Schuldts reama.schuldt@gmail.com
Sent: Wednesday, January 15, 2025 11:04 PM
To: Vicki Grover Vicki.Grover@ci.bremerton.wa.us

Cc: City Council City.Council@ci.bremerton.wa.us; The Schuldts theschuldtfamily@gmail.com; Greg Wheeler Greg.Wheeler@ci.bremerton.wa.us; Thomas Knuckey Thomas.Knuckey@ci.bremerton.wa.us; Ned Lever Ned.Lever@ci.bremerton.wa.us; Travis Merrigan bikebremerton@gmail.com; Michael Goodnow Michael.Goodnow@ci.bremerton.wa.us; Jane Rebelowski Jane.Rebelowski@ci.bremerton.wa.us; Anna Mockler Anna.Mockler@ci.bremerton.wa.us
Subject: Re: Citizen Comments - Naval Avenue Project (Reama Schuldt)

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Hi everyone,

Thank you for the info shared tonight. And special thanks to Ned for hanging out after and answering more questions in our small group outside the council chamber. The work public works is doing is important and we're all on the same team.

I looked at the plans again tonight and realized my error, so I do apologize about the confusion about 1507.

As usual, I'll be watching the upcoming meetings and relaying the info back to my neighbors to the best of my ability, which fluctuates to be sure!

I know that we can get to a plan that Bremerton residents will be proud to use for the next 20 years.

The best is yet to come!

Reama

On Mon, Jan 6, 2025, 9:32 AM Vicki Grover <Vicki.Grover@ci.bremerton.wa.us> wrote:

Hi Reama,

Thank you for your inquiry about the Naval Ave. Project.

First let me answer your question for your neighbor Duke and address that immediate concern. The project does not extend to 1507 Naval Ave. We do not plan to have any construction activities on Naval Avenue that extend to the location/driveway of 1507.

Here is the link to the project website: <https://www.bremertonwa.gov/1167/Naval-Ave-Bicycle-Pedestrian-Enhancement>. If you look at the exhibit drawing on the website located at the bottom of the page, titled "Naval Avenue Preliminary Design Exhibit" you can see the project limits do not extend to 1507 Naval Ave.

The Right of Way phase of the project which includes land acquisition and potential impacts to neighbors, is anticipated to begin early this year and the city will plan to conduct a public meeting. At this public meeting we will inform the community about the project, including proposed right of way needs. More information on public outreach will be updated on the project website when we have made progress towards the right of way phase of the project. Please let me know if you have more questions or comments. Reach out to me anytime.

We appreciate your interest in this project.

Vicki Grover, P.E.

City of Bremerton, Engineering Division
345 6th Street, Suite 100
Bremerton, WA 98337
(360) 473-2317
Vicki.grover@ci.bremerton.wa.us

From: Reama Schuldt <reama.schuldt@gmail.com>
Sent: Monday, December 30, 2024 7:35 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: The Schulds <theschuldtfamily@gmail.com>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Vicki Grover <Vicki.Grover@ci.bremerton.wa.us>; Travis Merrigan <bikebremerton@gmail.com>; Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Subject: Re: Citizen Comments - Naval Avenue Project (Reama Schuldt)

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Hello all,

Today I had a chat with Duke that lives at 1507 Naval Ave. He said he hasn't heard of the project at all, that he wasn't aware his driveway would be used for machinery for the project, and was very concerned with that.

Again I ask, what communication has gone out to residents along Naval about the project? Please be specific when you share the info. I want to be sure I can advocate for the city where I can. I'm hoping I can say, "The city sent this specific info by mail on these days," when I talk to neighbors about the project.

Thanks again!

Reama