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

WEDNESDAY, MAY 28, 2025
CITY COUNCIL STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to City.Council@bremertonwa.gov. Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **June 4, 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=ZWlMVnVYbFBHYjY5U1RJUmFreDFXUT09*
- *Or One tap mobile: US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#*
- *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833*

  Webinar ID: 873 1826 6756; Passcode: 857582

A. **INFORMATION ONLY PRESENTATION**

1. Proposed 2025 Waste Management Public Education and Outreach Program

B. **AGENDA BILL BRIEFINGS**

1. Ordinance to approve Extension of Cable Television Franchise Agreement with Wave Division IV, LLC/Astound Broadband
2. Contract Award to Sound Pacific Construction, LLC for the Central Bremerton Force Main Replacement Project
3. Professional Services Agreement with CONSOR North America, Inc. for the Eastside Treatment Plant UV Replacement Project
4. Contract with Active Construction, Inc. for the Kitsap Lake Stormwater Treatment Retrofit Project
5. Contract to Active Construction, Inc. for Decommission Beach Sewer from OF-4 to EB-2
6. Professional Services Agreement with Casey Civil, LLC for Decommission Beach Sewer from OF-4 to EB-2
7. Professional Services Agreement with Parametrix, Inc for Decommission Beach Sewer from OF-4 to EB-2
8. Proposed Public Hearing on Resolution to adopt the 2026 to 2030 Consolidated Plan Priorities and the 2026 CDBG/HOME Policy Plan
9. Proposed Public Hearing on Ordinance to adopt the City of Bremerton 2024 Comprehensive Plan, including repeal and replacement of the Downtown Subarea Plan and Puget Sound Industrial Center Subarea Plan

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.

10. Proposed Public Hearing on Ordinance to amend Title 20 of the Bremerton Municipal Code entitled “Land Use”, commonly known as the Zoning Code, including adopting the official zoning map and various related development regulations, and to amending development regulations of adopted Subarea Plans

11. Proposed Public Hearing on Ordinance to amend Title 20 of the Bremerton Municipal Code entitled “Land Use”, commonly known as the Zoning Code, to implement market-based parking and various development regulations, and to modify adopted Subarea Plans to reflect market-based parking standards

C. **GENERAL COUNCIL BUSINESS**

1. Update on Council Goal # 3 (ii) Historic Preservation Policy – Council Members Jeff Coughlin, Denise Frey, and Jane Rebelowski

2. Update on Council Goals # 9 through 12 Parks and Environmental Stewardship – Council Members Anna Mockler, Jennifer Chamberlin, and Jane Rebelowski

3. Audit Committee Briefing (*Last Meeting 5/19/25*) – Chair Anna Mockler

4. Public Works Committee Briefing (*Last Meeting 5/20/25*) – Chair Jane Rebelowski

5. Parks, Finance, Investment, & Parking Committee Briefing *(Last Meeting 5/27/25)* – Chair Jeff Coughlin

6. Regional and Other Committee/Board Briefings

7. Other General Council Business *(As necessary and as time allows)*

D. **ADJOURNMENT OF STUDY SESSION**

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Proposed 2025 Waste Management Public Education and Outreach Program

Study Session Date: May 28, 2025
Presenter: Melinda Monroe
Phone: 360-473-5306

SUMMARY:
The 2025 planned Public Education and outreach campaign per section 10.5 of the current agreement includes outreach to both general commercial customers and multi-family complexes providing site audits and recommendations on diversion opportunities.

The WM *Recycle Corps collegiate interns* will join the WM public outreach coordinator(s) to provide site visits throughout the summer of 2025.

HANDOUTS: 2025 Public Education Outreach Plan ppt

2025 PROPOSED OUTREACH PLAN

CITY OF BREMERTON

WM is a Proud Contributor to the Bremerton Community

Your community is our community, too! In 2024, WM contributed almost $3,000 through memberships, sponsorships, and in-kind service to Bremerton events and organizations, including:

- Bremerton Blackberry Festival
- Beautify Bremerton
- The Armed Forces Day Parade
- KITSAP Sinclair Inlet clean-up Earth Day
- KITSAP Sinclair Inlet clean-up
- Bremerton Chamber of Commerce

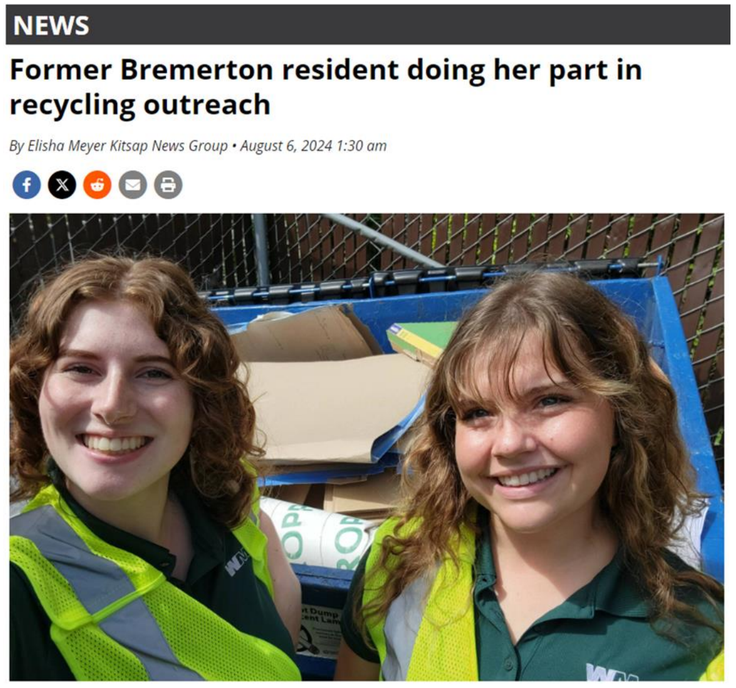
WM Outreach Coordinator, Rhianne Janovich, engaging with community through an outreach event in 2023.

We are grateful for our partnership with the City of Bremerton. The employees of WM worked closely with city staff to meet our contractual obligations to ensure the seamless delivery of essential services to our valued customers in 2024.

Brian Lloyd
District Manager
WM BremAir Hauling Site

Outreach in the Local Community

- 45 local businesses to address general contamination in waste streams
  - Assessed sites using "Three C's" method:
    - Convenience – Are the bins easy to find and use?
    - Clarity – Are the bins clearly labeled and color-coded?
    - Capacity – Do bin sizes meet the property needs?
  - Tailored education and improved waste management practices
- Work featured in Kitsap Sun



NEWS

Former Bremerton resident doing her part in recycling outreach

By Elisha Meyer Kitsap News Group • August 6, 2024 1:30 am

WM Recycle Corps Interns, Lena Yates and Emma Anderson, featured in the Kitsap Sun

WM Recycle Corps Interns, Emma Anderson, examining decal on a commercial dumpster

WM Participated in the Bremerton Farmer's Market

WM Recycle Corps Intern, George Baker, setting up the WM booth at the Bremerton Farmer's Market.

WM Recycle Corps intern, Coleman Harris,, tabling our Recycle Right booth

- Bremerton Farmer's Market and Kid's Day Attendance
  - Educate residents about recycling and composting benefits
    - Organics Management Law
    - Low waste alternatives
    - How to dispose of certain packaging
    - Material recovery facility

Working with Bremerton Residents

- Site visit to five multifamily properties
- Launched an email campaign to all Bremerton multifamily customers that included
  - Bilingual flyers
  - Waste reduction tips
  - Illegal dumping
  - Locked /slotted lids

WM Recycle Guide and other email graphics sent to all Bremerton Property Managers to distribute

WM Recycle Corps Intern, Lena Yates, spotting public WM containers during commercial outreach.

2025 Outreach Plans

Multifamily focused recycling and composting outreach
Focus: targeted multifamily site visits to encourage better recycling behavior. Conduct visual waste audits to identify best education, resources, and improvement opportunities

Farmer's Market Presence
Focus: host a WM educational booth focusing on compost and recycling benefits, contamination reduction, sorting games, and interactive prizes.

2026 Annual Mailing Guide in November 2025
Focus: provide additional educational material for recycling lists and yard waste guidelines for all Bremerton Residents. Also to remind residents of rates and billing.

WM Recycle Corps interns at Norm Dicks Government Center before delivering outreach to commercial customers.

Recycling Center Virtual Tours

WM offers quarterly virtual and in-person tours for our city partners and the public.

Join us for our next virtual tour!
August 29, 12-1 pm.

To register, visit our local website:
wmnorthwest.com/cascaderecycling

THANK YOU
BREMERTON

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WM Public Sector Manager
425-449-6806
hkirkla1@wm.com

Priscilla Tran
WM Outreach and Education Coordinator
425-625-6341
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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:
Ordinance to approve Extension of Cable Television Franchise Agreement with Wave Division IV, LLC/Astound Broadband

Study Session Date:	05/28/25
COUNCIL MEETING Date:	06/04/25
Department:	Finance
Presenter:	Colleen Miko
Phone:	(360) 473-5014

SUMMARY: The cable television franchise agreement, Ordinance No. 5100 of 2009, between the City of Bremerton and Wave Division IV, LLC expired December 31, 2024. This proposed extension agreement extends the franchise agreement with Wave Division IV, LLC/Astound Broadband to expire March 31, 2026, with the same terms and conditions except for the effective and termination dates.

ATTACHMENTS: Proposed Ordinance _____ - Franchise Extension Agreement with WaveDivision IV, LLC/Astound Broadband.

FISCAL IMPACTS (Include Budgeted Amount): No fiscal impact.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ 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

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, authorizing the City Council to extend a cable television franchise agreement with WAVEDIVISION IV, LLC/ASTOUND.

WHEREAS, the City of Bremerton ("the City") entered into a cable TV franchise agreement with WAVEDIVISION IV, LLC (the "Grantee") as authorized by Ordinance No. 5100 on December 21, 2009 known jointly as the Franchise Agreement; and

WHEREAS, WAVEDIVISION IV, LLC is now known as ASTOUND BROADBAND, but those names are used interchangeably throughout this ordinance; and

WHEREAS, the parties mutually agreed to extend the franchise term for an additional five (5) years, per section 2.3 of Ord. 5100 and therefore resulted in the expiration of the Franchise Agreement on December 31, 2024; and

WHEREAS, both the City and WAVEDIVISION IV, LLC/ASTOUND believe it is in their mutual interest, and in the public interest, to extend the term of the Franchise for an additional period of time in order to negotiate a longer term Franchise with mutually agreeable terms but do not desire to interrupt cable television service in the City; and

WHEREAS, the parties mutually agree to extend the term of this Franchise beyond the current term in order to promote and facilitate an orderly franchise renewal process; agreeing however, that any such extension shall be in compliance with Applicable Law (including the Cable Act, 47 U.S.C. Section 546 as currently adopted or hereinafter modified) and continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the City and WAVEDIVISION IV, LLC/ASTOUND have reached a mutual agreement for an extension of the Franchise, effective December 31, 2024, and expiring on March 31, 2026; NOW THEREFORE,

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

SECTION 1. That the Franchise Agreement with WAVEDIVISION IV, LLC/ASTOUND referred to in Ordinance No. 5100 shall be extended, expiring March 31, 2026.

SECTION 2. That the Franchise Agreement with WAVEDIVISION IV, LLC/ASTOUND referred to in Ordinance No. 5100, shall be extended with the same terms and conditions except for the effective date and termination dates, which shall be as set forth in this ordinance.

SECTION 3. If any provision of this ordinance is determined to be invalid or unenforceable for any reason by federal, state, or local law, the remaining provisions of this ordinance and/or the provisions set forth in the Franchise Agreement with WAVEDIVISION IV, LLC/ASTOUND referred to in Ordinance No 5100 will remain in force and affect.

SECTION 4. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 5. Neither party waives any rights which it enjoys under law as a result of agreeing to this extension.

SECTION 6. *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 7. *Effective Date.* This ordinance shall be in full effect on _____, 2025, which is more than ten (10) days after publication in the City's newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council the_____ day of _____, 2025.

_____
ERIC YOUNGER, Council President

Approved this _____ day of _____, 2025.

_____
GREG WHEELER, Mayor

ATTEST:

_____
ANGELA HOOVER, City Clerk

APPROVED AS TO FORM:

_____
KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2025.
EFFECTIVE the _____ day of _____, 2025.
ORDINANCE NO. _____.

Franchise Extension Acceptance

This acceptance of the Franchise Extension is unconditionally made without reservation. Grantee (WAVEDIVISION IV, LLC/ASTOUND) accepts this Ordinance passed by the City extending the term of the Franchise Agreement referred to in Ordinance No. 5100.

Accepted and approved, _____.

WAVEDIVISION IV, LLC/ASTOUND

_____

Name: _____

Title: _____

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT:
Contract Award to Sound Pacific Construction, LLC for the Central Bremerton Force Main Replacement Project

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	Public Works & Utilities
Presenter:	David Powell
Phone:	(360) 473-5268

SUMMARY:
The Central Bremerton Force Main conveys wastewater from downtown Bremerton and the U.S. Navy base to the City's wastewater treatment plant. Failures along the main were discovered in December 2023. The project includes replacing approximately 3100 feet of the existing 14-inch ductile iron main along Gregory Way, Naval Avenue, and 1st Street with 14-inch and 18-inch PVC pipe.

The City received 4 bids, which were opened on May 7, 2025 and ranged in cost from $3.69M to $4.04M. Sound Pacific Construction, LLC is the lowest responsive, responsible bidder at $3,699,974.46, which includes sales tax.

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

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Wastewater CIP as with a $8.0M budget. The construction is fully funded by a federal grant through the Office of Local Defense Community Cooperation (OLDCC).

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

RECOMMENDED MOTION:
Move to award the contract for the Central Bremerton Force Main Replacement Project to Sound Pacific Construction, LLC in the amount of $3,699,974.46, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CONTRACT

(Page 1 of 3)

THIS AGREEMENT is dated the _____ day of _____

in the year 2025 by and between **City of Bremerton** (hereinafter called CITY) and

Sound Pacific Construction, LLC

(hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK.
CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **Central Bremerton Force Main Replacement.**

ARTICLE 2. CONTRACT TIMES.
Substantial Completion for the WORK must be achieved not later than 180 calendar days from the date of Notice to Proceed. Final Completion and Acceptance of the Work must be achieved no later than 30 calendar days after Substantial Completion.

ARTICLE 3. LIQUIDATED DAMAGES.
CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.9 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of $2,000 per Working Day. Liquidated damages will begin to accrue on the workday immediately following the Substantial or Contractual Completion Date.

ARTICLE 4. CONTRACT PRICE.
CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2(2) of the Special Provisions.

_____
Contractor Initials

ARTICLE 5. PAYMENT PROCEDURES.
CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

ARTICLE 6. CONTRACT DOCUMENTS.
The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following which are either attached or incorporated herein by reference:

- Notice Inviting Bids,
- Bidders Checklist,
- Bid Proposal including the Proposal Forms, Information Required of Bidder, Bid Bond, and all required certificates and affidavits,
- Performance Bond,
- Payment Bond,
- Standard Specifications,
- Appendices,
- Special Provisions,
- Contract Plans,
- Addenda numbers 1 to 3, inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

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

ARTICLE 7. INDEMNIFICATION.
The CONTRACTOR and CITY acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, sub consultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

_____
Contractor Initial

ARTICLE 8. ASSIGNMENT

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

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

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

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

CITY : City of Bremerton

_____
(Signature)

By Greg Wheeler, Mayor
(Printed name)

Attest _____

Address for giving notices

_____

Approved as to Form:

_____
(Signature)
City Attorney
(Title)

CONTRACTOR Sound Pacific Construction, LLC

_____
(Signature)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Address for giving notices

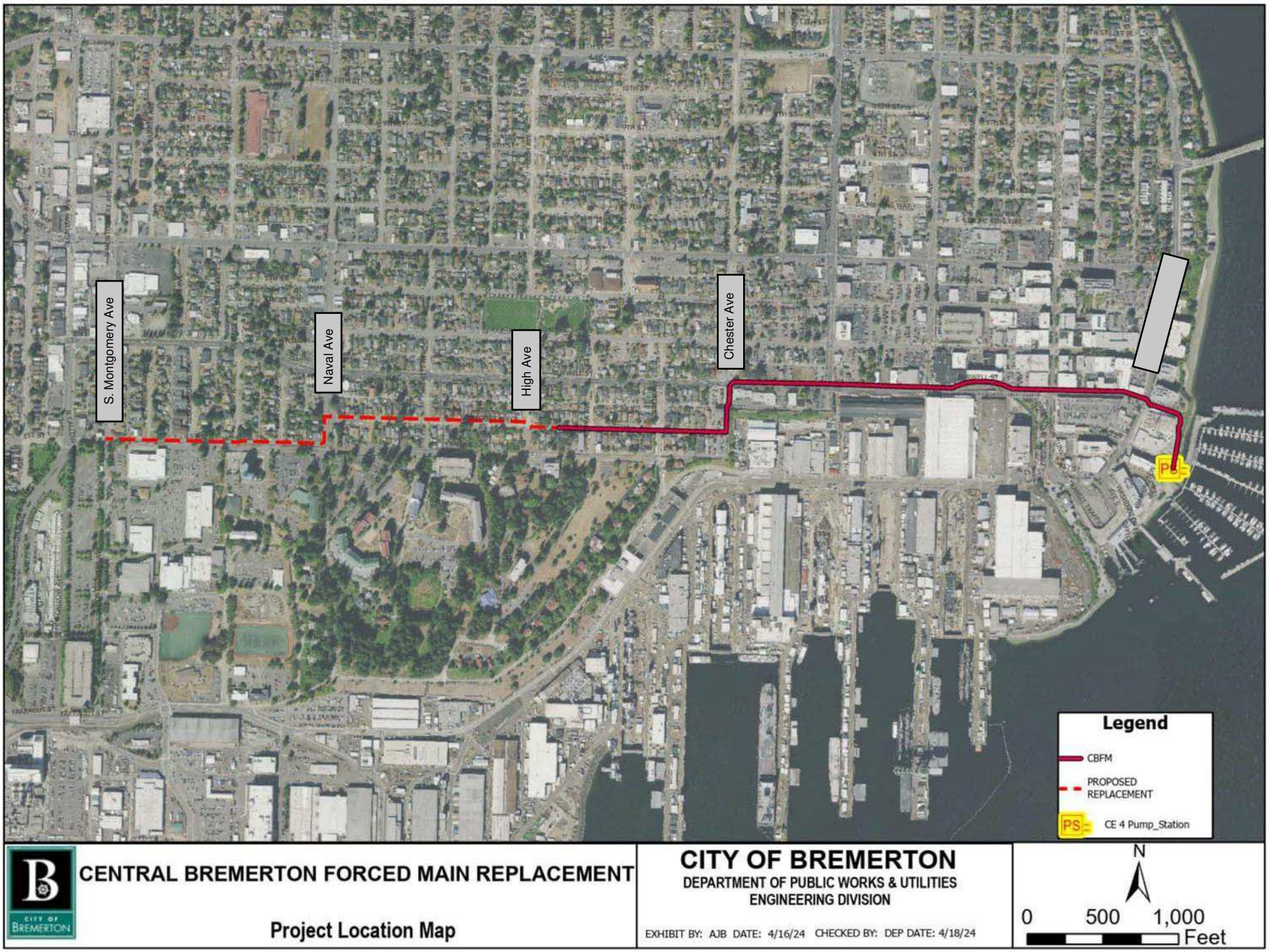
_____

License No. _____

Agent for service of process:

_____

Attachment 2



Attachment 3

CITY OF BREMERTON
BID TABULATION

BID TITLE:	Central Bremerton Force Main Repair			**OPENED BY:**	Angela Hoover
DATE OPENED:	5/7/2025	**TIME OPENED:**	11:00 AM	**RECORDED BY:**	Alex Daugherty

NAME OF BIDDER	BOND	BASE BID + CONTINGENCY	SALES TAX	TOTAL
Sound Pacific Construction, LLC	Yes			$3,699,974.46
Northwest Cascade, Inc	Yes			$3,845,686.43
Johansen Construction Co.	Yes			$4,127,563.36
Active Construction, Inc	Yes			$4,040,040.00

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	$7,000,000 to $8,000,000
APPARENT LOW BIDDER Sound Pacific Construction, LLC	$ 3,699,974.46
SECOND LOW BIDDER Northwest Cascade, Inc	$ 3,845,686.43
THIRD LOW BIDDER Active Construction, Inc	$ 4,040,040.00

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

SUBJECT:
Professional Services Agreement with CONSOR North America, Inc. for the Eastside Treatment Plant UV Replacement Project

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	Public Works & Utilities
Presenter:	David Powell
Phone:	(360) 473-5268

SUMMARY:
The sewer conveyance system in East Bremerton is a combined system. During heavy rainfall events, the system can surcharge, potentially leading to a combined sewer overflow (CSO) event. The Eastside Treatment Plant (East Plant) is designed to provide disinfection of sewage during these heavy rainfall events using ultraviolet (UV) light before discharging to the Port Washington Narrows.

The East Plant was constructed in 2001 and the UV disinfection equipment has become obsolete since replacement parts are no longer manufactured. This project replaces the old equipment and controls with modern and reliable equipment. CONSOR was selected as the design engineer. A scope of work and fee to provide detailed design and engineering services during construction were negotiated for $637,239.

Attachments: 1) Professional Services Agreement; 2) Location Map

FISCAL IMPACTS (Include Budgeted Amount): The Eastside Treatment Plant UV Replacement Project is identified in the Wastewater Capital Improvement Plan (CIP), with a total budget of $4.97M. The project is partially funded by a $3.84M CWSRF loan.

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

RECOMMENDED MOTION:
Move to approve the Professional Services Agreement for Eastside Treatment Plant UV Replacement Project with CONSOR North America, Inc.in the amount of $637,239, 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

PROFESSIONAL SERVICES AGREEMENT

Final Design Contract for
Eastside Treatment Plant UV Replacement Project / Proj. #: 5882

The City of Bremerton ("City") and Consor North America, Inc ("Consultant"), referred to collectively as the "Parties," enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 2025, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed $637,239. Consultant's charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and

its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VI. Insurance: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-Consultants.

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

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

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

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

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

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within

two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or Consultants (sub-consultants or sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-Consultant meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in Tacoma, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the

work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Tacoma, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:	Notices to be sent to:
CITY:	CONSULTANT:
Attn: David Powell, PE City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337-1891	Attn: Erika Schuyler, PE CONSOR North America, Inc 1102 Broadway Plaza, Suite 401 Tacoma, WA 98402

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Consultant without the written consent of the City shall be void.

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

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

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:	CONSULTANT:
CITY OF BREMERTON	CONSOR North America, Inc
By:_____	By:_____
Print Name: Greg Wheeler	Print Name: Erika Schuyler
Its: Mayor	Its: Principal Engineer
Date:_____	Date:_____
APPROVED AS TO FORM:	ATTEST:
By:_____	By:_____
Kylie J. Finnell, Bremerton City Attorney	Angela Hoover, City Clerk

Attachments:

EXHIBIT A – Scope of Services
EXHIBIT B – Work Schedule
EXHIBIT C – Fee Schedule

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EXHIBIT A

SCOPE OF SERVICES
EASTSIDE TREATMENT PLANT ULTRAVIOLET DISINFECTION SYSTEM REPLACEMENT PROJECT

CITY OF BREMERTON, WA

Introduction

Consor North America, Inc. (Consor) has developed this Scope of Services (scope) and accompanying fee estimate to provide final design engineering services for the Eastside Treatment Plant (ETP) Ultraviolet (UV) Disinfection System Replacement project (Project). The scope and fee have been developed based on discussions with City of Bremerton (City) staff and Consor's understanding of the project. Consor worked with the City previously to determine upgrades for the 20 million gallons per day (mgd) ETP to improve treatment performance and energy efficiency.

The City owns, operates, and maintains the ETP that is used for treating excess combined sewer flows during extreme wet weather conditions to meet Puget Sound water quality standards. The primary treatment processes are high-rate Actiflo clarification (HRC) and a Trojan 4000 UV disinfection system. The ETP has experienced operational challenges including sand carryover from the clarification basin, significant foaming in the upstream channel of the UV system, issues with the turbidity monitoring based control system, and communication problems within the UV control system.

Consor provided preliminary engineering services that included developing 30% design level drawings, preparing an Engineering Report, and assisting in the review process for State Revolving Fund (SRF) assistance to address the operational challenges and meet funding requirements.

The consultant team is led by Consor as the prime consultant and includes sub-consultants CG Engineering (CG) for structural engineering services and Industrial Systems Inc. (IS) for electrical, instrumentation, and controls services.

Project Understanding

The 30% design identified the following project components:

- Demolition of portions of the existing HRC/UV Building structures and add louvers around the building to avoid classification of the HRC/UV space
- Demolition of the existing Trojan UV system including all the panels in the UV Building and the main control panel (UVCP) in the Control Room, Actiflo control panel (HRCCP) in the Control Room, EPCP (Main) Panel, Turbidity Metering System in the lab area, and the UV Transmission monitoring system in the lab area
- New UV system and modifications to the UV Channel to accommodate the new UV system
- Channel sprayers upstream of the UV to control foaming

- Associated electrical, instrumentation, and controls including:
    - Replacement of the entire back panels and touch control (HMI) panels for:
        - Actiflo PLC system (HRCCP)
        - Trojan UV system
        - EPCP control systems
        - Variable frequency drives (VFD) for motor & mixer Controls
        - Power monitors
    - Replace:
        - A-B 5069 PLC's
        - Relays
        - Terminal blocks
        - Circuit Breakers/Fuse holders
    - Actiflo scope includes adapting the current Actiflo program to the new PLC or new program from Actiflo if other components need to be replaced
    - Chemical control system upgrades to allow the chemical pumps to be started and controlled automatically based on the influent flow, instead of turbidity

Final design services will include 60%, 90%, and 100% design documents, specifications, and Opinion of Probable Construction Costs (OPCC). Also included in this Scope of Services are Engineering Services During Construction, including construction observation and document review.

Scope of Services

The Scope of Services includes the final design bid period services, and construction period services project phases. All tasks include the following elements:

- Objective: Summary of the goals that will be achieved by the task
- Activities: Project elements and efforts that will be completed by the Consor project team
- Client Responsibilities: City staff responsibilities to complete the task
- Assumptions: Assumptions used to develop each task
- Deliverables: The finished product that will be delivered to the City

City staff will be actively engaged throughout the project, utilizing a series of meetings, workshops, and presentations to solicit City input and develop consensus at key points in the design process. Tasks in this Scope of Services include:

- Task 1 – Project Management
- Task 2 – Final Design & Permitting
- Task 3 – SERP Documentation and Support
- Task 4 – Pre-Purchasing UV and E&IC Equipment
- Task 5 – Bid Period Services
- Task 6 – Engineering Services During Construction
- Task 7 – Unanticipated Services

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Fee Estimate included as Exhibit B.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for implementing the project scope.

Activities

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by task, including cost-to-complete, earned value, cash flow, and sub-consultant participation. Monthly status reports to include schedule updates if the schedule shifts.

1.2 Project Kickoff Meeting

Prepare for and attend project kickoff meeting with staff and key team members. Prepare a detailed meeting agenda and distribute before the kickoff meeting for City review. Prepare and distribute notes after the meeting.

1.3 Coordination with City Staff

Coordinate with City staff by regular status reports, monthly status meetings, weekly telephone communication, and e-mail during the project. City PM to be copied on all email communications with City staff.

1.4 Coordination of Subconsultants

Coordinate with and manage subconsultants on specific tasks, scope, and budget to facilitate execution of the Scope of Services.

1.5 Development of Project Management Plan

Develop Project Management Plan (PMP) that includes the signed contract, work assignments, project work plans, communication protocol, quality control plan, schedule, health and safety plan (HASP), and invoicing procedures.

1.6 Decision Log

Develop, maintain, and monitor a decision log to document major project decisions.

1.7 Meetings

Prepare for and attend meetings with City staff.

1.8 Quality Management

General quality review throughout the project.

1.9 Coordination with Ecology

Coordination with Ecology, including pre-purchasing schedule options.

Task Deliverables

- Monthly invoice and status report covering:
    - Work on the project performed during the previous month
    - Meetings attended
    - Problems encountered and actions taken for their resolution
    - Potential impacts to submittal dates, budget shortfalls or optional services
    - Budget Analysis
    - Updated monthly schedule, when applicable
    - Issues requiring project team action
- Draft and Final PMP in PDF format
- Kickoff meeting agenda and notes
- Decision log form

Assumptions

- Notice to Proceed date by June 15, 2025.
- Project duration is anticipated to be 16 months, therefore it is assumed that there will be up to 16 progress payments/status reports
- Meeting agendas will be submitted to the City in advance of meetings and workshops for City review and input
- Kickoff meeting will be held virtually and will be attended by four (4) members of the Consor team.
- Up to sixteen (16) half-hour meetings with the Consultant's Project Manager and City Project Manager are assumed. The Consultant Principal-in-Charge assumes attendance at eight (8) of the 16 half-hour meetings. Meetings can occur in person or virtually via telephone or Teams
- City reviews:
    - Review period for deliverables is 10 working days
    - Review comments will be compiled into a single document before submitting them to Consor
- Ecology coordination includes pre-purchase schedule as well as not pre-purchasing Trojan UV equipment.
- Ecology coordination includes up to two (2) one-hour meetings with Ecology, attended by two (2) Consor staff.

Client Responsibilities

- Provide notice to proceed
- Timely review and processing of invoices
- Participate in meetings
- Provide timely, consolidated review, and comments on deliverables

Task 2 – Final Design & Permitting

Objective

Develop the Project preliminary design to 60%, 90%, and 100% levels of completion. Provide services to assist the City in obtaining permits and approvals necessary to construct the Project.

Activities

2.1 60% Design

Develop the Project preliminary design from 30% level to approximately 60% completion. Provide approximately 48 construction drawings in the 60% Design Submittal for the General, Civil, Structural, Mechanical, and Electrical and Instrumentation and Controls (E&IC) design disciplines. The 60% Design Submittal will include construction drawings, major equipment specifications, 60% Engineer's OPCC and estimated construction duration.

The 60% design specification will include a draft of both a description of, and requirement for the contractor to submit procedures for testing, startup and commissioning of the WWTP including requirements for operating the treatment plant with dilute sewage, chemical feed controls observations and adjustments, UV Disinfection system monitoring and testing of the influent, effluent and air quality to demonstrate and confirm the operational design of the plant.

2.2 90% Design

Develop the Project 60% design to approximately 90% completion. Provide approximately 48 of 48 construction drawings in the 90% Design Submittal for the General, Civil, Structural, Mechanical, and E&IC design disciplines. The 90% Design Submittal to include construction drawings, full specifications, 90% Engineer's OPCC and updated project schedule.

The 90% design specification will include a final description, and requirements for the contractor submittal, based on City comments, of the procedures for testing, startup and commissioning of the WWTP including requirements for operating the treatment plant with dilute sewage, chemical feed controls observations and adjustments, UV Disinfection system monitoring and testing of the influent, effluent and air quality to demonstrate and confirm the operational design of the plant. Submittal of an after-action report will be required of the contractor.

2.3 100% Design

Develop the Project 90% design to 100% completion. Provide 48 of 48 construction drawings in the 100% Design Submittal for the General, Civil, Structural, Mechanical, and E&IC design disciplines. The 100% Design Submittal to include construction drawings, complete design specifications, 100% Engineer's OPCC and updated project schedule.

2.4 Review Meetings

Conduct review meetings following 60% and 90% deliverables with City staff in a workshop setting virtually via telephone or Microsoft Teams.

2.5 Permitting

Prepare the required local, state, and federal permit applications and supporting documents. The following permit applications are anticipated to be prepared:

- City of Bremerton Building Permit application, including permit-review ready structural calculations sealed by a Washington licensed Structural Engineer

Submit an electronic copy of the draft permit applications for review. Incorporate comments into final permit applications.

Attend one (1) permit meeting with up to two (2) members of the Project team.

Deliverables

- Meeting agendas, notes, and supporting materials, draft and final in PDF format
- The 60% design submittals include design plans at half size (11x17), technical specifications for major equipment, OPCC and construction schedule in PDF format
- The 90% and 100% design submittals include design plans at half size (11x17), technical specifications, OPCC and construction schedule in PDF format
- Draft and final permit applications
- Testing, Startup and Commissioning Plan

Assumptions

- Incorporate standard front end contract documents, provided by City, into complete Contract Documents
- Provide Washington Professional Engineer's Stamp with signature and date on final bid ready edition of the contract documents
- City distributes all design review packages and bid documents for the project
- Specifications will be per the preliminary design Specification Table of Contents provided with the Ecology Engineering Report
- The current CSI MasterFormat specifications to be used
- City comments on the 90% design submittal will not impact the basis of the design, nor will they change direction received earlier in the design process
- Materials developed for design will be sufficient for use in public engagement
- Review meetings will be attended by up to four (4) members of the Consor team, will be held virtually, and will be one (1) hour in length
- There will be no new comments from the City from the 100% review, only confirmation that the 90% review comments were adequately addressed
- The Engineering Report previously developed for DOE states that plant will not be online during the construction of the project. Therefore, a design for temporarily bypassing of the plant during construction is not included in this scope of work
- Two (2) rounds of revisions from the project team will be required prior to finalization of the permit applications
- There is no archaeologically sensitive area on or near the site. Therefore, a Cultural Resources investigation, study, monitoring, Archaeological Inadvertent Discovery Plan, Archaeological site/isolate form, and consultation with the tribes are not required
- No earth disturbance will be involved with the project

- The project is categorically exempt from SEPA per WAC 197-11-800(3)
- Permits are submitted electronically
- The site is not in a floodplain
- Electrical, plumping, mechanical, and over the counter permits will be obtained by the contractor after award of the construction contract or be deferred submittals
- Application for permits does not ensure that permits can be obtained
- Effort for the permitting subtask is an allowance and is limited to the budget established in the level of effort. Additional effort, if required, will be provided by shifting budget from underutilized tasks. If the budget is exhausted, then a contract amendment will be developed if approved by the City.

Task 3 – SERP Documentation and Support

Objective

Provide documentation and support to City staff for State Environmental Review Process (SERP) funding documentation within the budget included in the fee estimate.

Activities

3.1 Coordination with City and Ecology

Coordinate with City and Ecology on SERP documentation, including public outreach activities associated with SERP. Meet with Ecology and City Staff to determine Environmental Information Document (EID) requirements. Document requirements in a brief Technical Memorandum (TM) detailing Project EID requirements.

Deliverables

- One (1) electronic (PDF) copy of draft and final EID Requirements TM
- One (1) electronic (PDF) copy of draft and final SERP EID

Assumptions

- City comments will be provided in a single document
- City review period is 10 days
- No Cultural Resources activities are included due to the nature of the Project and minimal ground disturbance
- No Environmental Justice activities have been included in this scope due to the nature of the Project being a retrofit on existing buildings and properties
- Effort for this task is an allowance and is limited to the budget established in the level of effort. Additional effort, if required, will be provided by shifting budget from underutilized tasks. If the budget is exhausted, then a contract amendment will be developed if approved by the City.
- Consor staff will not attend public meetings

Task 4 - Pre-Purchasing UV and E&IC Equipment

Objective

Provide support to City staff during pre-purchase of long lead process equipment including UV and E&IC components. Design documents developed as part of Task 2 to refer to pre-purchased equipment for Contractor knowledge and coordination.

Activities

4.1 Owner-Furnished Equipment Specification

Provide technical specification documentation for the owner-furnished equipment.

Deliverables

- One (1) electronic (PDF) copy of draft and final Owner-furnished equipment specification

Assumptions

- City comments will be provided in a single document
- City review period is 10 days
- City will lead pre-purchasing efforts
- TM produced during the preliminary design efforts and included in the Engineering Report details the owner-furnished equipment which the specification will be written around.
- No additional TM or documentation justifying sole source purchase of Trojan UV Sigma equipment will be provided

Task 5 – Bid Period Services

Objective

Provide support to City staff during bidding to select the lowest responsive and responsible Bidder. The City will lead the bidding process including advertisements for bids and distribution of documents, with technical support provided by the project team.

Activities

5.1 Pre-Bid Meeting

One (1) member of the Consor team to attend the Pre-Bid Meeting.

5.2 Responses to Bidder Inquiries

Assist the City with responses to Bidder inquiries and questions. Questions and inquiries that require clarification to all Bidders will be issued via addenda.

5.3 Addenda

Prepare addenda for the City's review and distribution to respond to Bidder questions and inquiries and provide clarification of Contract Documents.

Deliverables

- One (1) electronic (PDF) copy of each addendum
- One (1) electronic (PDF) copy of the Conformed Contract Documents, including Project Manual and 11x17 construction drawings

Assumptions

- The bidding process will be led by the City with support from Consor for responding to Bidder inquiries and preparing addenda
- The Pre-Bid Meeting will be attended by one (1) Consor team member and one (1) IS team member
- The Pre-Bid Meeting will be conducted at the Project site
- Responses to Bidder inquiries will be documented in the addenda issued during the bidding process for full disclosure and maintaining a fair bidding process
- For budgetary purposes, responses to 20 bidder questions and two (2) addenda are estimated
- Support services for a Bidder protest or higher-level evaluation of Bidder qualifications is not included in this task
- Conformed Contract Documents will not be produced
- Electronic copies, AutoCAD or similar format, will be provided to the Contractor for reference only and to use at their own risk

Task 6 – Engineering Services During Construction

Objective

Work under this task includes engineering services during construction.

Activities

6.1 Shop Drawings and Submittals Review

Review and respond to up to fifteen (15) Contractor submittals and ten (10) re-submittals.

6.2 Respond to Requests for Information (RFIs)

Provide responses to up to twenty (20) Contractor RFIs.

6.3 Change Orders

Review for merit and provide recommendations for up to two (2) change orders.

6.4 Construction Observations and Site Visits

Provide general observation of the contractors' work by up to six (6) visits to the project site, observe the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. Notify the City of defects, deficiencies, deviations, omissions, or violations observed by the Consultant in the construction of the project and make recommendations on how to proceed.

6.5 Commissioning Support

Assist during the commissioning efforts up to the subtask budget amount. Observe the testing by the contractor and work with the City to verify water quality goals are being met. Provide three (3) days of on-site support. Review the contractor's after-action report.

6.6 Operation & Maintenance (O&M) Manual Update

Prepare an update for the plant's O&M Manual for the completed facility. The update will include the following information:

- Standard Operating Procedures for UV facility start-up, shutdown, and emergency shutdown
- Summary of UV controls, settings, and set points
- Summary of chemical feed controls, settings, and set points

The update will reflect O&M requirement for the completed, newly constructed facility. The update will be up to ten (10I) pages in length excluding appendices and figures.

6.7 Record Drawings

Upon substantial completion of the work, provide the City a set of record drawings. Complete record drawings based on contractor provided red-lined (as-built) mark-ups. Discipline leads will complete record drawings for their disciplines.

6.8 Programming

Programming to include PLC and OIT for the High Rate Clarification Control Panel (HRCCP) and the EPCP Panel. The PLC program code to be written based on the ladder logic for the existing SLC 500 PLC maintaining the same functionality for the HRCCP. The PLC program code will be written based on the ladder logic for the existing PLC maintaining the same functionality for the EPCP. Attend up to two (2) site visits for startup and testing of the panels.

Receivables

- Construction contract documents
- Electronic copy of as-built drawings
- Current facility O&M Manual
- Consolidated review comments

Task Deliverables

- Submittal responses in PDF format

- RFI responses in PDF format
- Change Orders in PDF format
- Design clarifications, stamped by a Professional Engineer licensed in the State of Washington
- Site visit observation report documenting conditions, activities, and summary of discussions and issues noted
- O&M Manual Update, draft and final
- Draft record drawings in PDF format
- Final set of record drawings consisting of electronic CAD file and PDF file stamped by a Washington Professional Engineer

Assumptions

- No hard copies of deliverables are included. All deliverables will be provided in electronic format (native file version and PDF)
- The Contractor is responsible for organizing manufacturer or representatives providing training of individual systems as required by the technical specifications.
- Excludes one-year warrantee meetings or site visits
- The City will provide day-to-day construction management
- Consor shall not be responsible for the acts or omissions of the contractor or other parties on the project. Consor shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Consor beyond those set forth in this Scope of Services
- Not all submittals will require Consor review; submittals will be sent to Consor by the City when design engineer input is desired. Consor will review shop drawing submissions solely for their conformance with consultant's design intent and conformance with the requirements of the construction documents
- Consor shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility
- The Contractor shall review shop drawings before submitting them to Consor and adhere to the shop drawing submission schedule furnished to it by the City. Contractor to call any variations to Consor's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by Consor
- Design clarifications are not included in this Scope of Services
- Not all RFIs will require Consor input; RFIs will be sent to Consor by the City when design engineer input is desired. An average of two (2) hours will be required to respond to each RFI
- Not all change orders will require Consor input; change orders will be sent to Consor by the City when design engineer input is desired. An average of four (4) hours will be required per change order review. Change order comments will be submitted to the City
- The Contractor will provide supporting drawings, photographs, and schematics as part of the O&M Manual Update
- References to final contractor provided O&M manuals will be included as an appendix to the O&M Manual Update
- Visits to the construction site and observations made by Consor shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the Contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures

necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto

- Two (2) Consor staff will be onsite for up to two (2) days during commissioning
- Contractor will maintain and supply red-lined plan sheet markups of any field changes for record drawings. The record drawings will be based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed If those record drawings are based on information provided by others, Consor cannot and does not warrant their accuracy
- Construction observations and site visits will coincide with weekly construction meetings on site. No additional site visits are included
- HRCCP Panel OIT graphics will be closely based on the existing PanelView but upgraded look and feel.
- PLC Programming to integrate the UV System signals, likely to be programmed into the EPCP Panel.
- PLC communication updates between the HRCCP, EPCP and Westside Control Panel are not included, as most of the communications in the existing programs is obsolete and the majority of communications is now over ethernet.
- PLC and OIT programming will not use any conversion software.
- This scope does not include HMI programming, other than the OIT on the HRCCP panel.

Task 7 – Unanticipated Services

Objective

Unanticipated services authorized under this task are at the City's discretion. Consor will provide scope and fee estimate for additional services when requested by the City and will commence work only when written authorization is provided by the City.

Estimated Schedule

The estimated schedule is based on City desires for design to be completed in fall 2025, pre-purchased equipment delivered to the project site following 100% review by Ecology and before start of construction in summer of 2026, and construction beginning during the non-rainy season (May – September) of 2026. A more detailed project schedule will be developed after Notice to Proceed is provided by the City.

Budget

Work will be performed on a time and expense basis with a total not to exceed amount as shown on the attached Fee Estimate (Exhibit C).

EXHIBIT B

City of Bremerton

City Project No. 5882

Final Design Contract Eastside Treatment Plant UV Replacement Project

Schedule

Activity		Approximate Date
Notice to Proceed		June, 2025
Construction		May, 2026
Construction Completion		September, 2026
Completion of Services		October, 2026

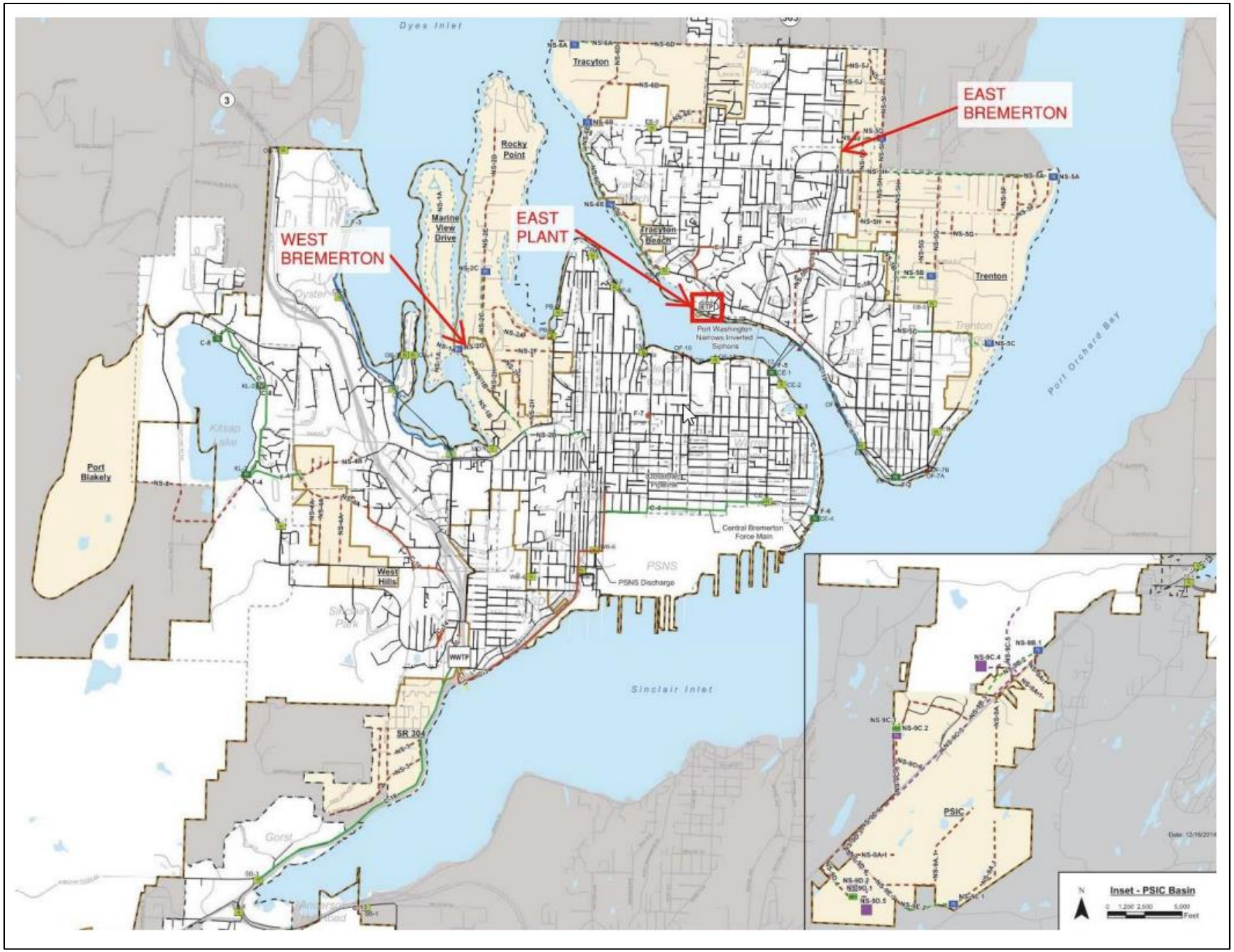
EXHIBIT C

EASTSIDE TREATMENT PLANT ULTRAVIOLET DISINFECTION SYSTEM REPLACEMENT PROJECT
CITY OF BREMERTON
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)																			
	Principal Engineer IV $333.85	Principal Engineer III $303.02	Professional Engineer VII $224.09	Professional Engineer IV $147.10	Engineering Designer V $174.16	Cost Estimator III $277.25	Engineering Designer VII $199.07	Administrative III $141.27	Project Coordinator I $98.28	Construction Manager VI $240.98	Principal Engineer VI $315.02	Hours	Labor	Subconsultants: Structural CG Engineering	Subconsultants: E&IC IS	Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units $18/hr	GIS Units $10/hr	Total
Task 1 - Project Management																				
Task 1.1 - Invoices/Status Reports	16							16				32	$ 7,792	$ 3,680		1.1	$ 4,048	$ -	$ -	$ -	$ 11,840
Task 1.2 - Project Kickoff Meeting	2		2	3								7	$ 1,596		$ 3,136	1.1	$ 3,450	$ -	$ -	$ -	$ 5,046
Task 1.3 - Coordination with City Staff	40		8									48	$ 15,526			1.1	$ -	$ -	$ -	$ -	$ 15,526
Task 1.4 - Coordination of Subconsultants	40		8									48	$ 15,526			1.1	$ -	$ -	$ -	$ -	$ 15,526
Task 1.5 - Development of Project Management Plan	1		2	4								7	$ 1,405			1.1	$ -	$ -	$ -	$ -	$ 1,405
Task 1.6 - Decision Log	2		8									10	$ 2,522			1.1	$ -	$ -	$ -	$ -	$ 2,522
Task 1.7 - Meetings	4	4	4									12	$ 3,530			1.1	$ -	$ -	$ -	$ -	$ 3,530
Task 1.8 - Quality Management		16										16	$ 4,970			1.1	$ -	$ -	$ -	$ -	$ 4,970
Task 1.9 - Coordination with Ecology	4		8									12	$ 3,206			1.1	$ -	$ -	$ -	$ -	$ 3,206
Task 1 Subtotal	**109**	**20**	**40**	**7**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**192**	**$ 56,072**	**$ 3,680**	**$ 3,136**		**$ 7,498**	**$ -**	**$ -**	**$ -**	**$ 63,569**
Task 2 - Final Design & Permitting																				
Task 2.1 - 60% Design	26	2	44	112	39	4	144		16	8	8	404	$ 80,327	$ 19,130	$ 43,180	1.1	$ 68,541	$ -	$ 2,596	$ -	$ 151,464
Task 2.2 - 90% Design	15	2	24	42	22	4	82		8	4	6	210	$ 43,280	$ 10,510	$ 22,860	1.1	$ 36,707	$ -	$ 1,483	$ -	$ 81,470
Task 2.3 - 100% Design	11	2	20	32	17	2	62		6	2	4	158	$ 32,457	$ 4,320	$ 11,360	1.1	$ 17,248	$ -	$ 1,112	$ -	$ 50,818
Task 2.4 - Review Meetings	2		2	2								6	$ 1,445		$ 6,272	1.1	$ 6,899	$ -	$ -	$ -	$ 8,345
Task 2.5 - Permitting	1		1	2								4	$ 873			1.1	$ -	$ -	$ -	$ -	$ 873
Task 2 Subtotal	**56**	**6**	**91**	**190**	**78**	**10**	**288**	**0**	**30**	**14**	**18**	**781**	**$ 158,383**	**$ 33,960**	**$ 83,672**		**$ 129,395**	**$ -**	**$ 5,191**	**$ -**	**$ 292,969**
Task 3 - SERP Documentation and Support																				
Task 3.1 - Coordination with City and Ecology	4		8		16				2			30	$ 6,264			1.1	$ -	$ -	$ -	$ -	$ 6,264
Task 3 Subtotal	**4**	**0**	**8**	**0**	**16**	**0**	**0**	**0**	**2**	**0**	**0**	**30**	**$ 6,264**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,264**
Task 4 - Pre-Purchasing UV and E&IC Equipment																				
Task 4.1 - Owner-Furnished Equipment			8	8					2		2	20	$ 3,891		$ 5,528	1.1	$ 6,081	$ -	$ -	$ -	$ 9,972
Task 4 Subtotal	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**20**	**$ 3,891**	**$ -**	**$ 5,528**		**$ 6,081**	**$ -**	**$ -**	**$ -**	**$ 9,972**
Task 5 - Bid Period Services																				
Task 5.1 - Pre-Bid Meeting			4									4	$ 919			1.1	$ -	$ 294	$ -	$ -	$ 1,213
Task 5.2 - Response to Bidder Inquiries	2	1	8	8							2	21	$ 4,685	$ 860	$ 854	1.1	$ 1,885	$ -	$ -	$ -	$ 6,570
Task 5.3 - Addenda	2	1	8	8								19	$ 4,039	$ 1,740		1.1	$ 1,914	$ -	$ -	$ -	$ 5,953
Task 5 Subtotal	**4**	**2**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**44**	**$ 9,642**	**$ 2,600**	**$ 854**		**$ 3,799**	**$ 294**	**$ -**	**$ -**	**$ 13,735**
Task 6 - Engineering Services During Construction																				
Task 6.1 - Shop Drawings and Submittals Review	4		20	40	50					12	2	128	$ 24,529	$ 4,560	$ 12,080	1.1	$ 18,304	$ -	$ -	$ -	$ 42,833
Task 6.2 - Respond to Requests for Information (RFIs)	4		10	20	10						2	46	$ 9,112	$ 3,640	$ 3,456	1.1	$ 7,806	$ -	$ -	$ -	$ 16,918
Task 6.3 - Change Orders			4	4							1	9	$ 1,845		$ 3,456	1.1	$ 3,802	$ -	$ -	$ -	$ 5,646
Task 6.4 - Construction Observations and Site Visits			12	12								24	$ 4,566	$ 2,410	$ 13,320	1.1	$ 17,303	$ 588	$ -	$ -	$ 22,457
Task 6.5 - Commissioning Support			12	40							4	56	$ 10,079		$ 13,140	1.1	$ 14,454	$ -	$ -	$ -	$ 24,533
Task 6.6 - Operation & Maintenace (O&M) Manual Update			4	12	32				8			56	$ 9,246		$ 5,712	1.1	$ 6,283	$ -	$ -	$ -	$ 15,530
Task 6.7 - Record Drawings			4		40		45					89	$ 17,241	$ 2,540	$ 2,184	1.1	$ 5,196	$ -	$ -	$ -	$ 22,438
Task 6.8 - Programming	1		4									5	$ 1,261		$ 66,640	1.1	$ 73,304	$ -	$ 810	$ -	$ 75,375
Task 6 Subtotal	**9**	**0**	**70**	**128**	**132**	**0**	**45**	**0**	**8**	**12**	**9**	**413**	**$ 77,880**	**$ 13,150**	**$ 119,988**		**$ 146,452**	**$ 588**	**$ 810**	**$ -**	**$ 225,729**
Task 7 - Unanticipated Services																				
Task 7.1 - Unanticipated Services												0	$ -			1.1	$ -	$ 25,000	$ -	$ -	$ 25,000
Task 7 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 25,000**	**$ -**	**$ -**	**$ 25,000**
TOTAL - ALL TASKS	***182***	***28***	***237***	***349***	***226***	***10***	***333***	***16***	***42***	***26***	***31***	***1480***	***$ 312,131***	***$ 53,390***	***$ 213,178***		***$ 293,225***	***$ 25,882***	***$ 6,001***	***$ -***	***$ 637,239***

Attachment 2

Location Map



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B4

SUBJECT:
Contract with Active Construction, Inc. for the Kitsap Lake Stormwater Treatment Retrofit Project

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	Public Works & Utilities
Presenter:	D. Dinkuhn
Phone:	(360) 473-5331

SUMMARY: The project will install stormwater treatment vaults at four stormwater outfalls to Kitsap Lake. The vaults will treat stormwater discharging from the outfalls to a level that meets Washington State Department of Ecology (Ecology) standards for new development. Seven bids were received and were opened on May 13, 2025, Active Construction, Inc. was the lowest responsive bidder with a total bid in the amount of $1,969,969. The project is funded by an Ecology grant for $2,415,646 and $647,408 from the stormwater fund, for a project total of $3,063,054.

ATTACHMENTS:
1) Contract
2) Vicinity Map
3) Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): Project is included in the 2025 stormwater budget.

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

RECOMMENDED MOTION:

Move to approve the contract with Active Construction, Inc. in the amount of $1,969,969 for the Kitsap Lake Stormwater Treatment Retrofit Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CONTRACT

(Page 1 of 4)

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

Active Construction, Inc.

(hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **Kitsap Lake Stormwater Treatment Retrofit**.

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Physical Completion within **100** working days after the commencement date stated in the Notice to Proceed. Time is of the essence as to each and every deadline set forth in this agreement. This provision has been specifically negotiated.

ARTICLE 3. LIQUIDATED DAMAGES.

CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.9 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of $1,650 per day after the date of Physical Completion for each phase.

ARTICLE 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal.

ARTICLE 5. PAYMENT PROCEDURES.

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

_____
Contractor Initials

ARTICLE 6. CONTRACT DOCUMENTS.

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

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

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

ARTICLE 7. INDEMNIFICATION.

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

_____
Contractor Initials

ARTICLE 8. ASSIGNMENT

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

ARTICLE 9. THIRD PARTY BENEFICIARY

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

ARTICLE 11. ADA STATEMENT

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

_____
Contractor Initials

CONTRACT

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

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

CITY: City of Bremerton

By _____

Attest _____

Address for giving notices

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

Approved as to Form:

_____
(Signature)

_____
(Title)

CONTRACTOR: Active Construction, Inc.

By _____
[CORPORATE SEAL]

Attest _____

Address for giving notices

P.O. Box 430, Puyallup, WA 98371

License No. _____

Agent for service of process:

_____

CONTRACT CERTIFICATE

(if Corporation)

STATE OF)
) ss.
COUNTY OF)

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

_____

_____

a corporation existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to execute the Agreement dated _____, 20___, by and between this Corporation and the **City of Bremerton** and that his/her execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20___.

_____
(Secretary)

(SEAL)

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CONTRACT CERTIFICATE

(if Limited Liability Company)

STATE OF)
) ss.
COUNTY OF)

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

_____

_____

a Limited Liability Company existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____ and _____, as Members of this Limited Liability Company, be and are hereby authorized to execute the Agreement dated _____, 20___, to the **City of Bremerton** by this Limited Liability Company and that their execution thereof shall be the official act and deed of this Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___, day of _____, 20___.

_____
A Limited Liability Company

By: _____
Member

By: _____
Member

(SEAL)

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CONTRACT CERTIFICATE

(if Partnership)

STATE OF)
) ss.
COUNTY OF)

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

_____

_____

a partnership existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____ , as _____ of the Partnership, be and is hereby authorized to execute the Agreement dated _____, 20___, by and between this Partnership and the **City of Bremerton** and that his/her execution thereof attested by the _____ shall be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___, day of _____, 20___.

_____
Partner

(SEAL)

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CONTRACT CERTIFICATE

(if Joint Venture)

STATE OF)
) ss.
COUNTY OF)

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

_____

_____

a joint venture existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____ , as _____ of the Joint Venture, be and is hereby authorized to execute the Agreement dated _____, 20___, by and between this joint venture and the **City of Bremerton** and that his/her execution thereof attested by the _____ shall be the official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___, day of _____, 20___.

_____
Managing Partner

(SEAL)

END OF AGREEMENT

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That as CONTRACTOR,
and as Surety,
are held and firmly bound unto **City of Bremerton** hereinafter called "OWNER," in the sum of

dollars,

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled "**Kitsap Lake Stormwater Treatment Retrofit**"; now, therefore,

In the event CONTRACTOR fails to timely or properly perform any of the requirements of the Contract Documents at the times and in the manner contained therein, the Surety shall be liable under this bond up to the amount of the bond for the full amount of the OWNER'S expenses to construct or repair all work as well as all loss, cost, expense or damage suffered by the OWNER in excess of the Contract amount due to the CONTRACTOR'S failure to comply with any contract or permit conditions or other applicable laws and regulations.

The Surety agrees that within 30 calendar days of receiving notice that the OWNER has declared a CONTRACTOR default and formally terminated the CONTRACTOR'S right to complete the Contract pursuant to its terms and conditions and that the CONTRACTOR has defaulted on all or part of the terms guaranteed by this bond, the Surety shall either:

1. Notify the OWNER in writing of its intent to cure the default itself within a reasonable period of time acceptable to the OWNER. The OWNER agrees to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract, or
2. Tender to the OWNER the demanded sum, up to the amount of the bond. However, if the amount necessary for the OWNER to cure the default is less than the amount tendered, the OWNER will return, without interest, any overpayment to the Surety.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

PERFORMANCE BOND

The obligation of the Surety shall include reimbursing the City for all costs and expenses, (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court costs if litigation is commenced) incurred by the OWNER in enforcing the provisions of this Bond.

The CONTRACTOR hereby agrees that the CONTRACTOR'S obligation to perform the required work is not limited to the amount of funds held by the Surety. This bond is irrevocable and cannot be canceled by the Surety or the CONTRACTOR.

This bond shall remain in full force and effect for a period of one (1) year following final acceptance of the project by the City, and until the bond is released in writing by the OWNER at the written request of the Surety or CONTRACTOR.

IN WITNESS WHEREOF, we have hereunder set our hands and seals this _____ day of_____, 2025.

(SEAL)

(SEAL)

(CONTRACTOR) (Surety)

By: By:
(Signature and SEAL) (Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Address of Surety to which all notices shall be sent:_____
_____
_____

Address of Surety for service of process: _____
(must be a physical address) _____
_____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That as CONTRACTOR,
and as Surety,
are held and firmly bound unto **City of Bremerton** hereinafter called "OWNER," in the sum of

dollars,

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed CONTRACT with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled "**Kitsap Lake Stormwater Treatment Retrofit**"; now, therefore,

If said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the CONTRACT is hereby waived by said Surety.

The obligation of the Surety shall include reimbursing the City of all costs and expenses, (including, but not limited to fee and charges of engineers, architects, attorneys, and other professionals, and court costs if litigation is commenced) incurred by the OWNER in enforcing the provisions of this Bond.

IN WITNESS WHEREOF, we have hereunder set our hands and seals this _____ day of_____, 2025.

(CONTRACTOR)	(Surety)
By: (Signature and SEAL)	By: (Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Address of Surety to which all notices shall be sent:_____
_____
_____

Address of Surety for service of process: _____
(must be a physical address) _____
_____

END OF CONTRACT FORMS

KITSAP LAKE STORMWATER TREATMENT PROJECT

DETAILS:

- TREAT STORMWATER BEFORE IT ENTERS THE LAKE
- TOTAL OF 4 SITES

CITY OF BREMERTON

CITY OF BREMERTON
BID TABULATION

BID TITLE:	Kitsap Lake Stormwater Treatment Retrofit			OPENED BY:	Angela Hoover
DATE OPENED:	05/13/25	TIME OPENED:	11:00	RECORDED BY:	Ryan Nash

NAME OF BIDDER	BOND	BASE BID + CONTINGENCY	SALES TAX	TOTAL
Pape & Sons Construction, Inc	Y			2,160,915
Active Construction Inc	Y			1,969,969
Ceccanti	Y			2,255,762
Nordland Construction NW	Y			2,875,810
Reed Trucking & Excavating Inc	Y			2,325,245
Sound Pacific Construction LLC	Y			2,562,935
Northwest Cascade Inc	Y			2,184,481

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	$ 2.1 - 2.6 M
APPARENT LOW BIDDER Active Construction	$ 1,969,969
SECOND LOW BIDDER Pape & Sons	$ 2,160,915
THIRD LOW BIDDER NW Cascade	$ 2,184,481

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B5

SUBJECT:
Contract to Active Construction, Inc. for Decommission Beach Sewer from OF-4 to EB-2

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	PW&U – Engineering
Presenter:	Bill Davis
Phone:	(360) 473-2312

SUMMARY: This project will construct an upland sewer system and eliminate approximately 1500 feet of beach sewer and connections for properties between E. 16th Street and the Manette Bridge in East Bremerton. The new upland sewer system will consist of a City municipal pump station at the end of E. 16th Street and low pressure sewers and grinder pumps to serve the properties along Marlow Avenue and Wheaton Way that currently discharge to the beach sewer.

The City received two (2) bids, which were opened on May 13, 2025. Active Construction was the lowest responsible, responsive bidder for $4,085,085 (which includes sales tax).

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

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Wastewater CIP as Project ID# WW00004 with a $6.35M budget.

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

RECOMMENDED MOTION: Move to award the contract for Decommission Beach Sewer from OF-4 to EB-2 to Active Construction, Inc. in the amount of $4,085,085, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

CONTRACT

THIS AGREEMENT is dated the _____ day of _____

in the year 2025 by and between **City of Bremerton** (hereinafter called CITY) and

_____

(hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK.
CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **Decommission Beach Sewer from OF-4 to EB-2.**

ARTICLE 2. CONTRACT TIMES.
Substantial Completion for the WORK must be achieved not later than 365 calendar days from the date of Notice to Proceed. Final Completion and Acceptance of the Work must be achieved no later than 30 calendar days after Substantial Completion.

ARTICLE 3. LIQUIDATED DAMAGES.
CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.8 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of $2,222 per Working Day. Liquidated damages will begin to accrue on the workday immediately following the Substantial or Contractual Completion Date.

ARTICLE 4. CONTRACT PRICE.
CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2(2) of the Special Provisions.

_____
Contractor Initials

ARTICLE 5. PAYMENT PROCEDURES.
CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

ARTICLE 6. CONTRACT DOCUMENTS.
The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following which are either attached or incorporated herein by reference:

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

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

ARTICLE 7. INDEMNIFICATION.
The CONTRACTOR and CITY acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, sub consultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

_____
Contractor Initial

ARTICLE 8. ASSIGNMENT

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

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

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

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

CITY : City of Bremerton

_____
(Signature)

By Greg Wheeler, Mayor
(Printed name)

Attest _____

Address for giving notices

_____

Approved as to Form:

_____
(Signature)
City Attorney
(Title)

CONTRACTOR _____

_____
(Signature)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Address for giving notices

_____

License No. _____

Agent for service of process:

_____

LOCATION MAP

DECOMMISSION BEACH SEWER OF-4 TO EB-2

CITY OF BREMERTON
BID TABULATION

BID TITLE:	Decommission Beach Sewer OF-4 to EB-2			**OPENED BY:**	Angela Hoover
DATE OPENED:	5/13/2025	**TIME OPENED:**	11:00 AM	**RECORDED BY:**	Alex Daugherty

NAME OF BIDDER	BOND	BASE BID + CONTINGENCY	SALES TAX	TOTAL
Active Construction, Inc	Yes			$4,085,085.00
Pape and Sons	Yes			$4,303,135.75

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	$4,000,000
APPARENT LOW BIDDER Active Construction, Inc	$ 4,085,085.00
SECOND LOW BIDDER Pape and Sons	$ 4,303,135.75
THIRD LOW BIDDER	$

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B6

SUBJECT:
Professional Services Agreement with Casey Civil, LLC for Decommission Beach Sewer from OF-4 to EB-2

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	PW&U - Engineering
Presenter:	William Davis
Phone:	(360) 473-2312

SUMMARY: Construction management (CM) of the project Decommission Beach Sewer from OF-4 to EB-2 will require close coordination and communication with the contractor, City inspector, design engineer, residents, regulatory agencies, cultural resources consultant, franchise utilities, and tribes. City staff do not have the capacity to perform these services, therefore an outside firm has been selected to provide CM services. The City requested proposals from five firms on the Small Works Roster and received a proposal from Casey Civil. The City selected Casey Civil and a scope of work and fee were negotiated for $343,917.

ATTACHMENTS: Professional Services Agreement

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Wastewater CIP as Project ID# WW00004 with a $6.35M budget.

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

RECOMMENDED MOTION: Move to approve the Professional Services Agreement with Casey Civil, LLC for Decommission Beach Sewer from OF-4 to EB-2 in the amount of $343,917, 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

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services for
Decommission Beach Sewer from OF-4 to EB-2 / Proj #: 5848

The City of Bremerton ("City") and Casey Civil, LLC ("Consultant"), referred to collectively as the "Parties," enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 11th, 2025, including any attachments thereto , attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed $343,917.00 Consultant's charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER

OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

VI. Insurance: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-Consultants.

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

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

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

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

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

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

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or Consultants (sub-consultants or sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-Consultant meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in University Place, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing

such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in University Place, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to: CITY: Attn: Angela Hoover City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337-1891	Notices to be sent to: CONSULTANT: Attn:_____ _____ _____ _____

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Consultant without the written consent of the City shall be void.

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

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

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:	CONSULTANT:
CITY OF BREMERTON	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Its:_____	Its:_____
Date:_____	Date:_____
APPROVED AS TO FORM:	ATTEST:
By:_____ Kylie J. Finnell, Bremerton City Attorney	By:_____ Angela Hoover, City Clerk

Attachments:

EXHIBIT A – Scope of Services
EXHIBIT B – Work Schedule
EXHIBIT C – Fee Schedule

EXHIBIT A

SCOPE OF SERVICES

City of Bremerton
Client Project No. 5848
Decommission Beach Sewer OF-4 to EB-2
Construction Management Services

Project Overview and Understanding:

The City of Bremerton (City) has selected Casey Civil, PLLC (Consultant) to provide construction management services for the Decommission Beach Sewer OF-4 to EB-2 Project (Project). Consultant will work as an extension of City staff to provide construction management services, using a dedicated City employee (Consultant CM Lead) for routine, on-site inspection services. City has an existing contract with the design engineer, Parametrix (Designer), who will review and respond to requested design changes, review critical equipment and component submittals, and support startup and commissioning. The scope of services is based on the anticipated project schedule below:

Activity	Duration	Approximate Date
Bidding and Award	3 months	Apr 2025 – Jun 2025
Construction	11 months	Jun 2025 – May 2026
Testing, Startup, Commissioning	1 month	Jun 2026
Abandon Beach Sewer	1 month	Jul 2026

Scope Outline:

The scope of services is generally separated into the following tasks:

- Task 1 – Contract Management
- Task 2 – Pre-Construction Efforts
- Task 3 – Construction Management

A detailed description of the work included with these tasks is provided below.

Task 1 – Contract Management

This Task is limited to invoicing and project reporting. Client coordination and coordination with team members is included as part of other tasks. No project management plan (PMP) will be prepared, nor will any project schedules be prepared or updated other than what is included in this scope of work.

Subtask 1.1 – Invoicing and Project Reporting

Prepare project report and invoice to briefly communicate the work that occurred during the invoicing period.

Task Deliverables:

- Monthly invoices and project status reports

Assumptions:

- Project will include work over the course of no more than sixteen (16) months, resulting in a maximum of sixteen (16) invoices/project reports.

Task 2 – Pre-Construction Efforts

This Task includes efforts associated with reviewing and becoming familiar with the plans and specifications.

Subtask 2.1 – Contract Documents Review

Review and become familiar with plans and specifications.

Subtask 2.2 – Pre-Bid Walk-Through

Attend City-led pre-bid walk-through with potential bidders.

Subtask 2.3 – Pre-Construction Conference

Attend pre-construction conference with selected Contractor, City stakeholders, and Designer.

Task Deliverables:

- Pre-construction conference notes

Assumptions:

- City will take the lead in facilitating both the pre-bid walk-through and the pre-construction conference.

Task 3 – Construction Management

This Task includes efforts associated with proactively managing the progress of the Project.

Subtask 3.1 – Virtual Project Manager (VPM) Training

City to provide CM team training using City's Virtual Project Manager (VPM) software.

Subtask 3.2 – Site Visits and Construction Observations

Consultant CM Lead will visit the construction site(s), as requested by city staff, to supplement the City's Field Inspector daily visits and to maintain an understanding of the progress and any issues. Site visits will be documented using the City's construction observation form.

Subtask 3.3 – Coordination with City Field Inspector and Other City Staff

Consultant CM Lead will support and regularly coordinate with City Field Inspector to remain apprised of construction activities and potential issues as well as review daily inspection reports. CM team will also communicate with the City's Project Manager and other City staff, if requested.

Subtask 3.4 – Contractor Coordination and Meetings

Consultant CM Lead will facilitate weekly construction meetings and produce and circulate meeting agenda and produce meeting notes within two (2) days of the meeting. Coordination with Resource Agencies, compliance with the Inadvertent Discovery Plan (IDP) will be a standing meeting agenda item. Communications will also occur outside of the construction meetings, as needed. Specific to this effort is reviewing the Contractor's overall schedule updates monthly to consider allowable work windows. Review and discuss Contractor's 3-week look ahead schedule at each meeting.

Subtask 3.5 – Submittals, RFIs, Work Change Directives, Change Orders & Pay Requests

Consultant CM Lead will serve as the primary point of contact for the Contractor for contract or office related matters such as logging the submission and response of all construction-related documents, including submittals, requests for information (RFIs), change orders, work change directives, force account items and payment requests. CM Lead will respond to general material submittals and will distribute submittals and RFIs that require design input to the Designer for review and response. City field inspector will be the primary contact for field related matters and contractor field staff. Change orders will be reviewed and discussed with the City's Project Manager and the Designer, if necessary. Payment requests will be reviewed for completeness and accuracy with the City Field Inspector, and an overall contract cost will be projected prior to recommending payment by City.

Subtask 3.6 – Public Involvement and Coordination

Consultant CM team will attend the public preconstruction meeting (evening event) and support the City Inspector with coordinating with private property owners and support community outreach sponsored by the City when needed or requested by the City. As questions or complaints arise during construction, Consultant CM team will take the lead in documenting the questions/complaints of property owners and the public and providing written responses as required. All communications will be logged and tracked for status and need for additional follow-up. There are roughly 12 properties, with condominiums and apartments directly impacted by the construction. Additionally, Consultant CM team will support and attend one public meeting led by City staff.

Subtask 3.7 – Coordinate Contractor/Archaeologist Activities

Consultant CM Lead will proactively communicate with Contractor/Archaeologist to ensure the Archaeological Work Plan is followed and that activities comply with the Inadvertent Discovery Plan (IDP).

Subtask 3.8 – Coordinate with External Utility, Regulatory, and Tribal Stakeholders

Consultant CM team will lead the proactive communication with local franchise utilities including: Cascade Natural Gas, Puget Sound Energy, and Comcast for utility connections. All communications will be logged and tracked for status and need for additional field related follow-up. Further, CM Team will coordinate with resource and tribal agencies include WDFW, USACE, DNR, Ecology, and EPA. Tribal stakeholders include the Suquamish and Puyallup Tribes.

Subtask 3.9 – Startup and Commissioning

City field inspection team will coordinate the startup and commissioning of each of the 13 grinder pump stations with "Correct Equipment". Consultant CM team will coordinate startup and commissioning of EB-7 pump station and all generators and ensure operation of the entire project. CM Team will develop and complete a checklist and coordinate with the Contractor. Consultant CM team will coordinate final inspection and development and final completion of punch list with the contractor. Consultant CM Team is responsible for contacting vendors and coordinating the training of City staff.

Subtask 3.10 – As-Built Drawings

Coordinate with and review Contractor field set of as-built drawings for completeness on a monthly basis.

Task Deliverables:

- Construction observation reports, one for each site visit.
- Construction meeting agendas and notes
- Submittal/RFI/Change Order/Work Change Directive/Force Account logs
- Submittal/RFI/Change Order/Work Change Directive responses
- Contractor Pay Request review and recommendations
- Private Residence communication log
- Franchise Agency / Resource Agency stakeholder / tribal communication log

Assumptions:

- Consultant will not be required to purchase City VPM software or hardware necessary to run the program.
- VPM training is assumed at a maximum of four (4) hours for each of two Consultant staff members.
- Consultant CM Lead site visits are assumed to occur two days each week, on average, through the active project construction (12 months). Visits are assumed at eight (8) hours per visit, including travel and completion of construction observation reports. Days for site visits will be

scheduled in advance to allow coordination of schedules but are assumed to occur on the same days each week.

- Coordination between Consultant CM Lead and City Field Inspector on days when the Consultant CM Lead is not on-site is assumed at two (2) hours per week throughout the duration of construction (12 months). An additional two (2) hours per month is allocated for communication with other City staff throughout the project duration (16 months).
- Of the anticipated 12 months of construction, it is assumed that weekly construction meetings will only be required for roughly 10 of the 12 months of construction, or about 40 construction meetings. Each meeting is estimated at two (2) hours including preparation, facilitation, and documentation of meeting notes. An additional eight (8) hours per month is estimated for contractor coordination, for the 12 months of construction.
- Material and equipment submittals are assumed to not exceed 40 total submittals/resubmittals, with up to 20 reviewed by the Consultant CM team, estimated at three (3) hours per submittal/resubmittal, and the other 20 reviewed by the Designer and only tracking and coordination required by the CM team, estimated at one (1) hour per submittal.
- Up to twenty (20) RFIs are estimated for this project, assuming four (4) hours per RFI, on average. This estimated effort includes coordination with the contractor, the Designer, and the City, as required.
- Up to five (5) change orders are estimated for this project, assuming eight (8) hours each, on average.
- Up to 35 Work Change Directives (WCDs) are estimated, assuming four (4) hours each, on average. The Change Orders will be an accumulation summary of multiple WCDs.
- Up to twelve (12) payment requests are estimated for this project, assuming two (2) hours per payment request, on average.
- City Field Inspector will track all force account work and document in City form.
- Public outreach is estimated at two (2) hours for each of the approximately 12 residences along the project route plus another two (2) hours per month throughout the 12 months of construction to cover miscellaneous public outreach and support plus another 8 hours for one public outreach event.
- City Field Inspector will serve as primary point of contact for the public through the construction project. Consultant CM Lead will serve as the secondary point of contact.
- City Project Archaeologist, or approved designee, will lead all observation efforts during excavation of areas within the Area of Potential Effects (APE), in alignment with the Archaeological Work Plan, and will serve as the primary point of contact in the event that anything is found during excavation outside of the APE.
- Consultant CM Lead coordination with Archaeological Work Plan and IDP is assumed to be limited to schedule reviews and leading discussion associated with weekly construction meetings. This effort is assumed to not exceed four (4) hours per month through the duration of construction.
- Coordination with franchise utilities, regulatory agencies and tribal stakeholders will be by the Consultant CM team in coordination with City Field inspector, estimated at 16 hours per month for the estimated 12 months of active construction. If questions or conflicts arise, CM team will bring in City PM for resolution.

- Startup efforts for the grinder pump generators is assumed to require eight (8) hours for each of the four (4) generators, on average. Startup effort for EB-7 is assumed to require 24 hours due to greater complexity. CM Team will serve in a support role to the City and Designer during the startup and testing effort.
- City staff will coordinate and witness startup of individual grinder pump stations and will request support as needed from the Consultant CM Lead.
- Contract documents will require the review of current as-built markups as a condition of payment application approval.
- As-built drawings will be updated by the Designer at the end of the Project.

EXHIBIT B

City of Bremerton

City Project No. 5848

Decommission Beach Sewer OF-4 to EB-2

Schedule

Activity		Approximate Date
Notice to Proceed		July 2025
Construction		12 Months
Construction Completion		July 2026
Completion of Services		October 2026

EXHIBIT C

City of Bremerton
Decommission Beach Sewer OF-4 to EB-2
Construction Management
Casey Civil, LLC

% of work per year
2025 50%
2026 50%

5% Annual Labor Escalation

Current Billing Rate	$240.00	$165.00	$115.00	$90.00				
Average Billing Rate (multiple year projects)	$246.00	$169.13	$117.88	$92.25				
	Senior Engineer	Project Eng I	Eng. Designer I	Administrative	Hours	Labor	Expenses	Total
Task 1 - Contract Management								
Task 1.1 - Invoicing and Project Reporting	16	16		16	48	$ 8,118		$ 8,118
Task 1 Subtotal	**16**	**16**	**0**	**16**	**48**	**$ 8,118**	**$ -**	**$ 8,118.00**
Task 2 - Pre-Construction Efforts								
Task 2.1 - Contract Documents Review	2	8			10	$ 1,845		$ 1,845
Task 2.2 - Pre-Bid Walk-Through		6			6	$ 1,015		$ 1,015
Task 2.3 - Pre-Construction Conference	2	6			8	$ 1,507		$ 1,507
Task 2 Subtotal	**4**	**20**	**0**	**0**	**24**	**$ 4,367**	**$ -**	**$ 4,366.50**
Task 3 - Construction Management								
Task 3.1 - Virtual Project Manager (VPM) Training	4	4			8	$ 1,661		$ 1,661
Task 3.2 - Site Visits and Construction Observations	20	832			852	$ 145,632	$ 3,524.70	$ 149,157
Task 3.3 - Coordination with City Field Inspector and Other City Staff	24	112			136	$ 24,846		$ 24,846
Task 3.4 - Contractor Coordination and Meetings	16	176			192	$ 33,702		$ 33,702
Task 3.5 - Submittals, RFIs, Work Change Directives, Change Orders, & Pay Requests	16	273	91		380	$ 60,834		$ 60,834
Task 3.6 - Public Involvement and Coordination	8	56			64	$ 11,439		$ 11,439
Task 3.7 - Coordinate Contractor/Archaeologist Activities	8	48			56	$ 10,086		$ 10,086
Task 3.8 - Coordinate with External Utility, Regulatory, and Tribal Stakeholders	12	120	40		172	$ 27,962		$ 27,962
Task 3.9 - Startup and Commissioning	12	40			52	$ 9,717		$ 9,717
Task 3.10 - As-Built Drawings		12			12	$ 2,030		$ 2,030
Task 3 Subtotal	**120**	**1673**	**131**	**0**	**1924**	**$ 327,907.75**	**$ 3,524.70**	**$ 331,432.45**
GRAND TOTAL	**140**	**1709**	**131**	**16**	**1996**	**$ 340,392**	**$ 3,525**	**$ 343,917**

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B7

SUBJECT:
Professional Services Agreement with Parametrix, Inc for Decommission Beach Sewer from OF-4 to EB-2

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	PW&U - Engineering
Presenter:	William Davis
Phone:	(360) 473-2312

SUMMARY: Parametrix was the lead design engineer for the project Decommission Beach Sewer from OF-4 to EB-2 and will provide engineering services during construction (ESDC). Tasks include submittal review, responding to contractor inquiries, developing change orders, visiting the site to ensure design conformance, fish forage surveys, and coordinating subconsultants. Subconsultants HWA Geosciences and Willamette Cultural Resources Associates will provide geotechnical and cultural resources services. A significant portion of the cost of this contract is for cultural resources monitoring, screening and reporting due to work in a registered archaeological site. The contract is for $517,337.49.

ATTACHMENTS: Professional Services Agreement

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Wastewater CIP as Project ID# WW00004 with a $6.35M budget.

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

RECOMMENDED MOTION: Move to approve the Professional Services Agreement with Parametrix, Inc. for the Decommission Beach Sewer (OF-4 to EB-2) in the amount of $517,337.49, 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

PROFESSIONAL SERVICES AGREEMENT
Engineering Services During Construction for
Decommission Beach Sewer from OF-4 to EB-2 / Proj. #: 5848

The City of Bremerton ("City") and Parametrix, Inc ("Consultant"), referred to collectively as the "Parties," enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 21, 2025, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed $517,337.49. Consultant's charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

VI. Insurance: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-Consultants.

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

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

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

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

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

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

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or Consultants (sub-consultants or sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-Consultant meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in Puyallup, Seattle, and Bremerton, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Puyallup, Seattle, and Bremerton, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:	Notices to be sent to:
CITY:	CONSULTANT:
Attn: Angela Hoover City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337-1891	Attn:_____ _____ _____ _____

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Consultant without the written consent of the City shall be void.

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

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

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:	CONSULTANT:
CITY OF BREMERTON	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Its:_____	Its:_____
Date:_____	Date:_____
APPROVED AS TO FORM:	ATTEST:
By:_____ Kylie J. Finnell, Bremerton City Attorney	By:_____ Angela Hoover, City Clerk

EXHIBIT A – Scope of Work
EXHIBIT B – Work Schedule
EXHIBIT C – Fee Schedule

City of Bremerton
Decommission Beach Sewer OF-4 to EB-2
Construction Services

Introduction

The City of Bremerton (City) Decommission Beach Sewer OF-4 to EB-2 Project will protect Sinclair Inlet and the Port Washington Narrows by decommissioning an existing gravity beach sewer located within the tidelands of the Port Washington Narrows. This project also includes the installation of small municipal pump stations, individual grinder pump systems, and the low-pressure sewer mains and force mains required to redirect flow from individual waterfront properties away from the beach sewer to an existing upland sewer system. The proposed project will eliminate approximately 1,900 feet of gravity sewer, 13 side sewers (laterals), and five manholes, all buried along the beach.

The section of sewer main to be decommissioned is located along the shoreline immediately north of the Manette Bridge, starting at Sewage Pump Station EB-2 and ending at a new City Pump Station to be constructed near the current location of Combined Sewer Overflow Structure No. 4 (OF-4). The primary goal of the project is to eliminate gravity sewer infrastructure in marine tidelands, which is difficult to maintain and poses potential risks to the marine environment.

This project is funded by a Clean Water State Revolving Fund (CWSRF) Loan from the Washington State Department of Ecology (Ecology).

Parametrix understands that Casey Civil, PLLC will be performing the construction management of this project such that the scope of work for Parametrix during construction is to provide project support on an as-needed basis.

Work Breakdown Summary

This Contract is requested by the City because Ecology is required to close out the previous contract.

The Work Breakdown Summary is provided below.

Task 1: Services During Construction

Task 2: Project Management

Task 3: Management Reserve

Task 01 – Services During Construction

Subtask 1.1 – Parametrix Support

Objective/Goal

Provide support to the City's Project Manager and staff during the construction phase of the project.

Activities

- Attend Preconstruction Conference (in-person for up to 2 Parametrix staff for 4 hours, including travel time).
- Review and responses for up to 20 submittals, including resubmittals.

- Review and responses for up to 15 Requests for Information (RFIs).
- Provide support for developing up to two change orders.
- Perform up to four site visits on an as-needed basis (budget assumes 2 Parametrix staff for 4 hours per visit, including travel time).
- Perform up to 5 forage fish surveys and associated report documentation (budget includes 5 hours per survey including travel and documentation).

Deliverables

- Submittal review response sheets.
- RFI response sheets.
- Responses to support the development of change orders.
- Forage fish survey report documentation.

Assumptions

- City will lead the Preconstruction Conference and provide any documents needed for presentation at the Conference.
- Written observation and/or site visit reports are excluded.
- Change orders will be developed by others.
- Forage fish surveys will be requested a minimum of 3 business days prior to the survey needing to be completed.
- The deliverables outlined in the City's Ecology Agreement for the Construction Management task will be provided by others at no cost to Parametrix.
- The deliverables outlined in the City's Ecology Agreement for the Construction task will be provided by others at no cost to Parametrix.
- The deliverables outlined in the City's Ecology Agreement for the Change Order Allowance task will be provided by others at no cost to Parametrix.

Subtask 1.2 – Geotechnical Support

Objective

Provide geotechnical review of submittals and questions during construction related to geotechnical issues and observe subgrade conditions for pump station installations.

Activities

- Specific activities are included in the subconsultant's scope of work (attached).

Deliverables

- Specific deliverables are included in the subconsultant's scope of work (attached).

Assumptions

- Geotechnical services will be conducted by a subconsultant.

Subtask 1.3 – Cultural Resources Support

Objective

Provide cultural resource services during construction that comply with the project's Cultural Work Plan.

Activities

- Specific activities are included in the subconsultant's scope of work (attached).

Deliverables

- Specific deliverables are included in the subconsultant's scope of work (attached).

Assumptions

- Cultural resource services will be conducted by a subconsultant.

Subtask 1.4 – Record Documents Preparation

Objective

Provide project record drawings to conform with the Contractor's construction records.

Activities

- Revise CADD drawings to conform with markups kept by the Contractor during construction.

Deliverables

- CADD files for the project, including sheets and base files (x references), submitted via cloud-based file transfer site of City's choice.
- PDF copies of the Record Drawings submitted via cloud-based file transfer site of City's choice.

Assumptions

- Parametrix will not verify the completeness and accuracy of the Contractor's markup drawing set.
- This task will be started after Contractor has provided a complete markup drawing set.
- No other record documents besides the Record Drawings will be provided.
- Assumes 53 sheets maximum.

Task 2: Project Management

Objective

Provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, including project setup, contracting, schedule management, and general project management services.

Activities

- Prepare monthly billing review and invoices.
- Conduct subconsultant management and contracting.
- Provide monthly administrative project support (task set-up, filing, communications).

Deliverables

- Monthly invoices with progress report.

Assumptions

- Provides up to 12 months of project management services.
- Subconsultant contracting is limited to two firms (geotechnical services and cultural resources).
- Oversight and review of subconsultant products is included in task-specific budgets.
- Task management and construction support services are included within each task.

Task 3 – Management Reserve

Management Reserve will consist of a specified amount withheld for management control purposes to address unknowns during the construction of the project. The amount in Management Reserve is higher than typical to account for the unknown number of and potentially extensive forage fish surveys beyond what the current budget accounts for.

Task 3: Management Reserve will only be used upon written authorization of the Owner.

Project Cost Estimate
Manette Beach Sewer Upgrades
Geotechnical Engineering Services
Bremerton, Washington

HWA GeoSciences Inc. DBE/MWBE

HWA Ref: 2021-067-021
Date: 21-Mar-25

Prepared By: JLG/MSP

PROPOSED WORK SCOPE:

See items below.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2025 PERSONNEL & HOURLY RATES					
	Principle IX	Geotechnical Engineer VIII	Geotechnical Engineer II	Contracts Admin	TOTAL	LABOR
	Boirum	Gillie	Cortez	Babko		
	$360.00	$320.00	$155.00	$175.00	HOURS	AMOUNT
Geotechnical Task Coordination						
Invoice Generation and Processing		2		2	4	$990
HWA QA/QC		2			2	$640
Project Coordination during Construction Phases		4			4	$1,280
Subtask 10.3 - Geotechnical Support for Bidding Assistance						
Respond to Geotechnical Related Bidder Questions		2			2	$640
Subtask 10.4 - Geotechnical Support Services During Construction						
Review of Contractor Submittals and RFIs		4			4	$1,280
Site Visits for Evaluation of Suitable Subgrade (Assume 3 half-day site visits)		2	16		18	$3,120
Provide Consultation for Geotechnical Issues During Construction	2	2			4	$1,360
TOTAL LABOR:	2	18	16	2	38.0	**$9,310**

ESTIMATED DIRECT COSTS:

Mileage	$336
Tolls	$18
	$354

Total Labor Cost	$9,310
Total Direct Expenses	$354
ESTIMATED TOTAL:	**$9,664**

Assumptions:

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he/she determines appropriate.

2. Estimated subgrade inspection time is dependent on the Contractor's rate of progress.

3. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed with 24 hours notification prior to when the site visit is needed.

WILLAMETTE
CULTURAL RESOURCES ASSOCIATES, LTD.

SCOPE OF WORK
City of Bremerton Manette Beach Sewer Upgrades
Cultural Resources Support Amendment 3
March 16, 2025

The City of Bremerton is proposing to decommission an existing gravity beach sewer along the Port Washington Narrows in the Manette Beach area. The Project partially overlaps with a recorded archaeological site, 45KP9, which is a Native American shell midden site. Human remains have been reported at this site. The project will receive federal pass-through funds making the project subject to the National Historic Preservation Act ("Section 106"). The Washington State Department of Ecology (Ecology) is the lead agency for Section 106. The project will be conducted in three phases. Phase 1 is pre-construction activities outside the 45KP9 site boundaries. Phase 2 is pre-construction activities inside the 45KP9 boundaries. Phase 3 is construction phase work which will be subject to conditions of Stipulation VIII of the Section 106 Memorandum of Agreement (MOA) dated January 2024. The MOA requires the City to curate "legacy" archaeological collections housed at the Suquamish Tribe's museum to the Tribe's curation standards. Legacy collections are related to investigations conducted at the site in the 1970s and 1980s by the Office of Public Archaeology (OPA), a contracting arm of the University of Washington.

WillametteCRA has conducted a visit the Suquamish Museum to review the condition and contents of the legacy collections. The collection consists of 35 bankers boxes of shell samples, fire modified rock, faunal (mammal, bird, and fish bone), lithics, charcoal, historic artifacts, and associated records (maps, photographs, field notes, etc.). Materials are stored in "LOT" bags (large volume samples of same material type, for example 2 liters of shell fragments). There is no artifact catalog. The collection has not been reviewed for the presence of fragmentary ancestral human remains.

The goal of the initial work is to rehouse the legacy collections to curation standards, to summarize the research potential for the collection, and to provide a training opportunity to Suquamish Museum staff. All hands-on work will be conducted at the Suquamish Museum.

Task 100: Legacy Collection Scope of Work

The following tasks will be conducted to meet the terms of the MOA Stipulation VIII requirements:

100.1a Review Collections for Ancestral Remains: WillametteCRA staff with specialized training in identification of human remains will review bone for ancestral remains and sort faunal materials into mammal, bird, fish, and unknown categories. LOT bags of shell will be cursorily reviewed for the presence of ancestral remains; if ancestral remains are identified in a LOT of bone, WillametteCRA will conduct a closer review of shell LOT bags from that location. Protocols for conducting the review will be approved by Suquamish Tribe elders. It is expected that ancestral remains will be removed from the LOT bag and stored in a culturally appropriate manner under the direction of Suquamish Tribe elders. WillametteCRA will document those LOT bags that contain ancestral remains.

Completing this task is anticipated to require 3 days of hands-on time for 3 WillametteCRA staff.

100.1b Rehouse Collections and Develop Digital Catalog: WillametteCRA will develop a Rehousing Plan, a step-by-step process for rehousing the collections into appropriate curation containers (chemically neutral and inert materials). WillametteCRA will train Suquamish Museum staff in rehousing tasks and staff will conduct work in coordination with WillametteCRA. Artifact bags will be replaced and LOT bags will be stored in appropriate internal trays to prevent crushing or damage. Associated records will be scanned, photocopied onto acid-free paper, and stored in acid free folders and document boxes. Photographs will be scanned and stored in polyethylene sleeves. Concurrently, a digital artifact catalog of collections and associated records will be developed in Excel; the format will be developed to allow importing into the Museum's database if desired.

WillametteCRA assumes that the Suquamish Museum can accommodate WillametteCRA staff 2 days per week and that Museum staff will contribute equivalent to 8 hours of support per week. Completing this task is anticipated to require an average of 8 hours per box; at this rate 36 person days by WillametteCRA will be required.

100.2a Evaluate Potential for Analysis: After the digital collection is prepared, WillametteCRA will evaluate the potential for analysis of the legacy collections. It is expected that analysis of legacy collections will be conducted once Sewer Upgrades construction is complete and any further site deposits are identified.

100.2b Summary Report: WillametteCRA will prepare a summary report documenting the work conducted on the collections, recommendations for further analysis, recommendations for further curation tasks, and identify any known gaps in information. The report will be submitted to Suquamish Museum and to MOA Consulting Parties.

Task 200: Monitoring

The following tasks will be conducted to meet the terms of MOA Stipulations IV, V and VIII:

200.1 Schedule Coordination, Weekly Communications, Project Management: WillametteCRA will coordinate with the City, the construction contractor, and cultural resources consulting parties. WillametteCRA will prepare weekly summary emails for each active week of monitoring or screening, will conduct orientations for construction staff, will attend weekly construction team meetings, will coordinate on schedule and staffing, and will prepare monthly progress reports.

200.2 Monitoring (including Grinder Pump Excavations): WillametteCRA will monitor grinder pump excavation and trenching within the archaeological site (5 grinder pump locations and up to 165 linear feet of trench). If cultural materials are identified, a team of three archaeologists will excavate a 1x1 meter test unit in the grinder pump location as outlined in the Work Plan. Up to 15 calendar days of grinder pump excavation (team of 3 archaeologists) and 15 days of trenching (1 archaeologist) will be monitored for a total of 60 person days. Up to four inadvertent discoveries are assumed (15 hours each).

200.3 Screening (Contingency): If cultural materials are identified in grinder pumps or trenches, the Work Plan requires screening. WillametteCRA will screen disturbed and intact cultural deposits from the grinder pumps and trenching conducted within site boundaries. If cultural deposits are present, they will be screened in a secure screening location established by the

construction contractor. Up to 29 person days of screening is anticipated. If no cultural materials are identified, this task will not be initiated.

200.4 Analysis and Curation (Contingency): If cultural materials are identified, WillametteCRA will analyze the artifacts and samples and prepare the collection for curation at the Suquamish Tribe Museum as outlined in the Work Plan. Up to 505 catalog entries are anticipated (255 from grinder pumps and 250 from screening). Analysis includes lithics, faunal (fishbone, bird/mammal bone, shellfish), charcoal, and paleobotanical. If no cultural materials are identified, this task will not be initiated.

200.5 Report and Updated Site Form: WillametteCRA will prepare a report on the methods and results of monitoring and any cultural materials that are identified during construction. If cultural deposits are found, the report will include a description of the field methods, analysis, and synthesis of data with collections held at the Suquamish Museum. The report will undergo two rounds of review by consulting parties. WillametteCRA will prepare an updated site form which will be submitted as a draft in DAHP's WISAARD portal; it will be finalized after review is complete. All deliverables will be submitted electronically.

Assumptions

Scope and cost estimate are prepared based on the following assumptions:

Task 100 Legacy Collection

- All hands-on work will be conducted at the Suquamish Museum. No collections will be temporarily transferred to non-Tribal facilities.
- A total of 35 bankers boxes of collections and associated records will be rehoused.
- Each day at the museum is anticipated to be 10 hours including travel from Seattle to Suquamish.
- Suquamish Museum will provide access to document scanner and laser photocopier.
- WillametteCRA will purchase curation supplies (archival quality boxes, bags, inner trays, acid-free paper and file folders) for delivery to the Suquamish Museum; Suquamish Museum staff will approve selected items.
- Suquamish Museum staff will support hands-on work under the direction of WillametteCRA; up to 8 hours per week for 9 weeks.
- Costs associated with reburial of ancestral remains are not included.
- No artifact analysis will be conducted during this phase of the project.
- Summary Report will undergo one round of review by Suquamish Tribe and one round of review by MOA Consulting Parties.
- Any future requirements for additional tasks during Phase 3 construction will be scoped separately.

- Deliverables will be submitted electronically.

Task 200 – Monitoring

- Construction on upland will be conducted over an 11-month period; active monitoring will be conducted up to 3 months.
- Beach work to abandon the sewer will be conducted over 10 days after the new system is commissioned in summer 2026; up to two days of monitoring will be conducted for beach work within the site boundaries.
- No night or weekend work will be required. Construction is anticipated to entail 10 hour days including travel time.
- WillametteCRA will provide up to 18 orientations with construction crews (updating new construction staff). Assumed to be weekly orientations for 8 weeks, then as needed for remaining 12 months.
- Each grinder pump is anticipated to require 19 cy of ground disturbance. Excavation of each of the 5 grinder pumps within archaeological site boundaries is assumed to take up to 3 days to excavate at the pace outlined in the Work Plan. This includes time for the archaeologists to excavate a test unit if intact cultural deposits are present.
- Up to 3 grinder pumps are assumed to have cultural material (intact or disturbed).
- Up to a quarter of the trenching within the archaeological site boundaries is assumed to have cultural materials (intact or disturbed); up to 15 days of trenching (slower pace as outlined in the Work Plan).
- Based on the amount of excavation inside the archaeological site boundary, WillametteCRA assumes up to 29 cy of cultural deposits will be screened. A typical rate for screening dense shell midden is 10 hours/cy. WilametteCRA assumes that up to 250 formed tools will be identified during screening.
- For each test unit that is excavated, WillametteCRA assumes up to 85 catalog entries (further assumed to be 5 tools, 30 lithic flakes, 10 LOTs of fishbone, 10 LOTs of shellfish, 10 LOTs of mammal/bird bone, 15 charcoal samples, and 2 botanical bulk samples per test unit). Three test units are assumed to include up to 255 catalog entries.
- Analysis of collected artifacts and samples will be conducted at WillametteCRA's Seattle laboratory. Analysis of lithics, faunal (shell, fishbone, bird/mammal bone), charcoal, paleobotanicals will be conducted per the terms of the Work Plan.

Deliverables

Task 100 - Legacy Collections

-Faunal and Shell LOT bag ancestral remains review protocols (provided to Suquamish Tribe for review)

-Rehousing Plan (2 rounds of review)

-Summary Report (2 rounds of review)

Task 200 – Monitoring

-Orientations with Construction Crew (up to 18)

-Weekly Summary Emails (up to 18)

-Monitoring Report (2 rounds of review)

-Site Form update (2 rounds of review)

-Curated collections delivered to the Suquamish Museum

Cost Proposal

A detailed cost sheet is attached.

Willamette Cultural Resource Associates, Ltd. Cost Proposal

Project Cultural Resources for Manette Sewer Project - Monitoring and Legacy Collections
Date 3/14/2025

		Legacy Collections				Monitoring											
Labor		**Task 100.1** Review and Rehouse Collections, Digital Catalog		**Task 100.2** Evaluate Potential for Analysis, Summary Report		**Task 200.1** Coordination, Communications, Project Management		**Task 200.2** Monitoring		**Task 200.3** Screening (contingency)		**Task 200.4** Analysis & Curation (contingency)		**Task 200.5** Report and Updated Site Form (includes contingency)		**Total**	
Labor Category	**Hourly Rate**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**
Project Manager	$ 175.00	58	$ 10,150.00	30	$ 5,250.00	40	$ 7,000.00	50	$ 8,750.00	24	$ 4,200.00	8	$ 1,400.00	16	$ 2,800.00	226	$ 39,550.00
Accountant	$ 85.00	0	$ -		$ -	16	$ 1,360.00		$ -		$ -	0	$ -	0	$ -	16	$ 1,360.00
Laboratory Director	$ 115.00	252	$ 28,980.00	26	$ 2,990.00		$ -	30	$ 3,450.00	16	$ 1,840.00	280	$ 32,200.00		$ -	604	$ 69,460.00
Senior Osteologist	$ 185.00	32	$ 5,920.00	8	$ 1,480.00		$ -	12	$ 2,220.00	12	$ 2,220.00	60	$ 11,100.00	30	$ 5,550.00	154	$ 28,490.00
Osteologist	$ 115.00	24	$ 2,760.00		$ -		$ -		$ -		$ -	0	$ -	0	$ -	24	$ 2,760.00
GIS Specialist	$ 140.00		$ -	4	$ 560.00		$ -	16	$ 2,240.00		$ -	0	$ -	100	$ 14,000.00	120	$ 16,800.00
Administrative Assistant	$ 85.00		$ -	4	$ 340.00		$ -		$ -		$ -	0	$ -	8	$ 680.00	12	$ 1,020.00
Principal Investigator	$ 150.00	10	$ 1,500.00	8	$ 1,200.00		$ -	50	$ 7,500.00	0	$ -	160	$ 24,000.00	160	$ 24,000.00	388	$ 58,200.00
Laboratory Archaeologist	$ 85.00	180	$ 15,300.00	0	$ -		$ -		$ -		$ -	200	$ 17,000.00	0	$ -	380	$ 32,300.00
Lead Monitor	$ 115.00	0	$ -	0	$ -	80	$ 9,200.00	264	$ 30,360.00	110	$ 12,650.00	120	$ 13,800.00	120	$ 13,800.00	694	$ 79,810.00
Archaeologist 2	$ 95.00		$ -		$ -		$ -	234	$ 22,230.00	90	$ 8,550.00		$ -		$ -	324	$ 30,780.00
Archaeologist 1	$ 85.00		$ -		$ -		$ -	224	$ 19,040.00	90	$ 7,650.00		$ -		$ -	314	$ 26,690.00
Paleobotanist	$ 160.00	0	$ -	0	$ -	0	$ -		$ -		$ -	60	$ 9,600.00	30	$ 4,800.00	90	$ 14,400.00
																3,346	$ 401,620.00
Labor Subtotal		556	$ 64,610.00	80	$ 11,820.00	136	$ 17,560.00	880	$ 95,790.00	342	$ 37,110.00	888	$ 109,100.00	464	$ 65,630.00	3,346	$ 401,620.00

Description	**Rate**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**
Carbon Dating Analysis	$ 700.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	6	$ 4,200.00	0	$ -	6	$ 4,200.00
Charcoal Identification	$ 90.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 1,080.00	0	$ -	12	$ 1,080.00
Photograph printing	$ 0.28	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	1000	$ 280.00	0	$ -	1,000	$ 280.00
Mileage	$ 0.700	2160	$ 1,512.00		$ -		$ -	5030	$ 3,521.00	2030	$ 1,421.00		$ -	0	$ -	9,220	$ 6,454.00
Ferry (vehicle RT)	$ 44.50	27	$ 1,201.50		$ -	0	$ -	5	$ 222.50		$ -	1	$ 44.50	0	$ -	33	$ 1,468.50
Ferry (passenger)	$ 9.85	24	$ 236.40		$ -							1	$ 9.85			25	$ 246.25
Curation Supplies	$ 3,000.00	1	$ 3,000.00		$ -		$ -		$ -		$ -	1	$ 3,000.00		$ -	2	$ 6,000.00
Tolls	$ 4.50		$ -		$ -		$ -	66	$ 297.00	29	$ 130.50		$ -		$ -	95	$ 427.50
																10,393	$ 20,156.25
DC Subtotal		2212	$ 5,949.90	0	$ -	0	$ -	5101	$ 4,040.50	2059	$ 1,551.50	1021	$ 8,614.35	0	$ -	10,393	$ 20,156.25

Total Price

Description	
Labor	$ 401,620.00
Direct Costs	$ 20,156.25
Project Total	$ 421,776.25

EXHIBIT B

City of Bremerton

City Project No. 5848

Decommission Beach Sewer OF-4 to EB-2

Schedule

Activity		Approximate Date
Notice to Proceed		July 2025
Construction		12 Months
Construction Completion		July 2026
Completion of Services		October 2026

EXHIBIT C

Parametrix - Engineering Services During Construction (ESDC)

Construction Services Budget
City of Bremerton
Decommission Beach Sewer - Manette

Task	Description	Total	Rates:	Joel Linke, PE, ENV SP, PSAP Sr Engineer $253.46	JJ Ortega Engineer I $123.10	Ty Tadano, PE Sr Engineer $254.39	Connor Wittman, PE Sr Elec Consultant $277.14	Jeff Reimuth Sr Electrical Designer $200.10	Jake Linke, PE Sr Structural Engineer $225.00	Denise Peterson Electrical Designer III $170.75	Annamarie Hoenig Sr Scientist $198.44	Sandy Cosgrove Sr Project Controls Specialist $146.35	Lori Gilbertson Sr Project Accountant $153.92
1	**Services During Construction**	$58,300.12		42	74	48	12	30	8	60	25	0	0
1.1	***Parametrix Support***	*$46,563.40*		*40*	*66*	*48*	*12*	*30*	*8*		*25*		
1.2	***Geotechnical Support***	*$0.00*											
1.3	***Cultural Resources Support***	*$0.00*											
1.4	***Record Documents Preparation***	*$11,736.72*		*2*	*8*					*60*			
2	**Project Management**	$7,387.12		8	0	0	0	0	0	0	0	24	12
2.1	***Project Management***	*$7,387.12*		*8*								*24*	*12*
3	**Management Reserve**	$20,000.00		0	0	0	0	0	0	0	0	0	0
	Management Reserve	*$20,000.00*											
			Hours	50	74	48	12	30	8	60	25	24	12
	Subtotal of Task Budgets	**$85,687.24**	*Subtotal*	$12,673.00	$9,109.40	$12,210.72	$3,325.68	$6,003.00	$1,800.00	$10,245.00	$4,961.00	$3,512.40	$1,847.04
	Subtotal of Expenses	$210.00											
	Total Parametrix Budget	**$85,897.24**											

Subconsultants		
Geotechnical (HWA)	$	9,664.00
Cultural Resources (WCRA)	$	421,776.25
Subconsultants Total:	**$**	**431,440.25**

Project Total **$ 517,337.49**

MAY 2025

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B8

SUBJECT:
Proposed Public Hearing on Resolution to adopt the 2026 to 2030 Consolidated Plan Priorities and the 2026 CDBG/HOME Policy Plan

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	DCD-Block Grant
Presenter:	Sarah Lynam
Phone:	(360) 473-5375

SUMMARY: The action before Council is adoption of the Consolidated Plan Priorities for 2026-2030 & 2026 CDBG/HOME Policy Plan. Funding priorities were determined via consultation and outreach to agencies and the greater community. The Policy Plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards and provides specific information about the policies and regulations for the use of HUD CDBG and HOME funds. This plan was released on May 1st for public comment and is open through May 17th.

ATTACHMENTS: 1. Staff Memo; 2. Proposed Resolution and Exhibit A-2026 Policy Plan; 3) Power Point Presentation ***Added 5/27/25 12:00 PM***

FISCAL IMPACTS (Include Budgeted Amount): No fiscal impacts to the City.

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

RECOMMENDED MOTION: Move to approve Resolution No. ____ adopting the Consolidated Plan Funding Priorities for 2026-2030 and the 2026 CDBG/HOME Policy Plan.

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

To: Bremerton City Council
From: Sarah Lynam
Date: May 28th Study Session / June 4th – Public Hearing
Re: Public Hearing to adopt the Consolidated Plan Priorities for 2026-2030 & the 2026 CDBG/HOME Policy Plan

What is the Policy Plan?

The Policy plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards, provides specific information about the policies and regulations for the use of HUD Block grant and HOME funds. A 15-day public comment period commenced May 1st and will end May 17th.

Funding Priorities Established in 2026-2030 Consolidated Plan

CDBG The City will continue to prioritize the following:

1. Capital projects which preserve and/or rehabilitation affordable housing including: acquisition of housing to create or preserve units of affordable housing and weatherization/repair of existing housing units.
2. Infrastructure and public facilities projects including: street and sidewalk improvements in low-income neighborhoods and parks projects/facilities in low-income areas.
3. Economic development projects including microenterprise assistance programs.

HOME The City will continue to prioritize the following:

1. Construction or acquisition of new rental housing units and
2. Acquisition of homeowner housing through down-payment assistance

Important Updates

Consolidated Plan 2026-2030 Timing: 2026 will be the first year of our new 5 year consolidated plan. The Consolidate Plan which includes the Needs Assessment, Market Analysis, and Strategic Plan is submitted in November along with our Year 1 (2026) Action Plan.

Policy Plan Changes for 2026

1. Language added on page 11 (in red) to reflect forthcoming federal guidance regarding contracting and the possibility of funding cuts to the CDBG and HOME programs.
2. CDBG Public Services will not be funded in at least year 1 (2026) of the 2026-2030 Consolidated Plan. Evaluation of public services needs will be evaluated on an annual basis beginning year 2 (2027).
3. New applicants must submit an Applicant Intent Form. Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment. Information has been posted to the City's website in addition to the Coordinated Grant Application website and included in the CDBG NOFA.

RESOLUTION NO. ____

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the 2026 City of Bremerton CDBG/HOME Policy Plan.

WHEREAS, the City of 2026 Bremerton (City) is an entitlement community which receives a Community Development Block Grant (CDBG) each year from the Department of Housing and Urban Development (HUD), and also receives funding from HUD's Home Investment Partnerships (HOME) fund via an inter-local agreement with Kitsap County; and

WHEREAS, the Department of Community Development Block Grant staff estimates a 2026 CDBG allocation of $300,000 with 20% set-aside for administration; and

WHEREAS, the City's estimated 2026 HOME allocation will be included in Kitsap County's Community Development Block Grant RFP, 10% of which will be set-aside for administration, and 15% for Community Housing Development Organization projects; and

WHEREAS, all projects must meet both a Consolidated Plan Funding Priority as well as a Council Priority, both of which are detailed in the Policy Plan; and

WHEREAS, all funding will be allocated competitively to eligible applicants for projects that fit the requirements set forth in the CDBG regulations at 24 CFR part 570 and HOME regulations at 24 CFR part 92; and

WHEREAS, the Department of Community Development Block Grant staff advertised in the Kitsap Sun and posted on the City's website on Wednesday May 1st a 15-day written public comment period commencing May 1st ending May 17th, 2025, and open for public comment in a public hearing on June 4th; and

WHEREAS, comments received will be shared with the City Council; NOW THEREFORE,

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

SECTION 1. The recitals and findings of fact set forth in this resolution are hereby incorporated as if fully set forth herein.

SECTION 2. The 2026 CDBG/HOME Policy Plan attached hereto as **Exhibit A** is hereby adopted.

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

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

PASSED by the City Council of the City of Bremerton, Washington this _____ day of _____, 2025.

_____
ERIC YOUNGER, Council President

APPROVED AS TO FORM:

_____
KYLIE FINNEL, City Attorney

ATTEST:

_____
ANGELA HOOVER, City Clerk

City of Bremerton
Community Development Block Grant

2026 CDBG/HOME
POLICY PLAN

CDBG/HOME POLICY PLAN

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Executive Summary

The 2026 City of Bremerton CDBG/HOME Policy Plan provides guidance for applicants applying for 2026 funds on things such as eligibility, overview of the funding allocation process, regulatory requirements, and local policy decisions.

The allocation of CDBG and HOME funds are guided by the Strategic Plan which is a part of the Consolidated Plan. Kitsap County and the City of Bremerton have prepared a Consolidated Plan for 2026-2030 in order to implement our community's federal program funds. The purpose of the plan is to evaluate community needs and set goals for the five year plan period. Through a Community Needs Assessment, Housing Market Analysis and with community and stakeholder input, the City of Bremerton has developed a Strategic Plan. The City of Bremerton's Strategic Plan outlines the priorities and goals which guide the allocation of funds over the five year period. The funds allocated for the 2026 grant application cycle will be included in the Year 1, Action Plan associated with the 2026-2030 Consolidated Plan.

Funding amounts will be determined by strength of the application, project readiness, location and need for the type of housing being proposed: The priorities identified for the five-year period are as follows:

Priorities

The City will continue to fund **CDBG Capital/Economic Development projects**:**

- Preservation and/or rehabilitation of affordable housing including
    - Acquisition of housing to create or preserve units of affordable housing
    - Weatherization/repair of existing housing units
- Infrastructure and public facilities projects including:
    - Street and Sidewalk improvements in low-income neighborhoods
    - Parks projects/facilities in low-income areas
- Microenterprise Assistance Programs

**CDBG Public Services will not be funded in at least year 1 (2026) of the 2026-2030 Consolidated Plan. Evaluation of public services needs will be evaluated on an annual basis beginning year 2 (2027). – public services in consolidated plan

HOME Housing priorities are of equal importance.

- Construction or acquisition of new rental housing units
- Acquisition of homeowner housing through down-payment assistance

Policy Changes for 2026:

1. The City of Bremerton HOME Funding priority is to increase affordable housing stock.
2. The CDBG NOFA will be for, housing rehabilitation, economic development microenterprise assistance, and public facilities and infrastructure that meet the priorities outlined above and contained in the Consolidated Plan.
3. Public Services projects will not be funded in 2026 and evaluation of future public services needs will be evaluated on an annual basis beginning in 2027.
4. New applicants must submit an *Applicant Intent Form.* Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment. Information has been posted to the City's website in addition to the Coordinated Grant Application website and included in the CDBG NOFA.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHAT IS THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM?

The Community Development Block Grant Program is a source of funds used in the local community to provide decent housing, suitable living environments and economic opportunities primarily for low and moderate income households.

The City of Bremerton is designated as an Entitlement Community by the Department of Housing and Urban Development (HUD) and receives federal funds in the form of Community Development Block Grant (CDBG). Kitsap County and the City of Bremerton together form a consortium and receive an allocation of HOME Investment Partnership Program (HOME) funds. Through an interlocal agreement between the County and the City a percentage (as determined by HUD) of the annual allocation of HOME funds is designated for the City and the remaining designated for the County. As the City of Bremerton is designated as a separate Entitlement Community and therefore the City receives its own CDBG funds directly.

CDBG funds are allocated annually through the City in Requests for Funding Proposals. HOME funds are allocated annually through a competitive grant process coordinated by Kitsap County. Projects funded are included in the annual Action Plan submitted to HUD. Projects funded must address needs identified in the Consolidated Plan, which is updated every five years.

CDBG FUNDS

WHAT ARE CDBG FUNDS?

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with funding to address a wide range of unique community development needs. The program is authorized by Title I of the Community Development Act of 1974. Funds are used to assist in the development of decent housing, create suitable living environments, and expand economic opportunities primarily for persons of low and moderate income. All projects funded with CDBG must meet one of the three national objectives:

1. Principally benefit low and very low income households;
2. Reduce or prevent slum and blight; or,
3. Meet an urgent need (emergency or natural disaster)

See **Appendix C** for more details.

WHO IS AN ELIGIBLE APPLICANT/RECIPIENT?

Eligible applicant/recipients include:

- City or County governments
- Public and private nonprofit organizations (501(c)3)
- Section 301(d) small business investment companies
- Local development corporations
- Private for-profit organizations may implement certain capital, economic development and microenterprise activities (please contact the Block Grant Administrator to confirm if your activity is eligible).
- Faith based organizations (restrictions may apply to ensure equal employment opportunity)
- Additionally, applicants must:
- Demonstrate an active governing body or board of directors or other applicable leadership within your organization with skills and experience to provide leadership and direction to the agency.
- Demonstrate the legal, financial, and programmatic ability to administer the proposed program/project; and,
- Meet the City requirements for contracting agencies such as insurance requirements, audit and financial requirements.

WHAT ARE ELIGIBLE ACTIVITIES?

Eligible activities are defined in the CDBG program regulations at 24 CFR 570.201 and 570.207 and included in the list below. **For the 2026-2030 plan period funds are prioritized for certain activities so not all eligible activities will be funded**. Please see the Executive Summary of this document for priorities and specific eligible activities for 2026 funding:

- Acquisition of real property by purchase, lease, or donation
- Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements
- Housing Rehabilitation
- Code enforcement in deteriorated or deteriorating areas
- Clearance, demolition and removal and rehabilitation of buildings and improvements
- Removal of material and architectural barriers
- Public services
- Planning activities
- Assistance to Community Based Development Organizations (CBDO) to carry out projects
- Assistance to microenterprise businesses and economic development projects as defined under 24 CFR Part 570, Subpart C
- Housing services such as housing counseling and energy auditing
- Assistance to facilitate and expand homeownership opportunities for low and very low-income people
- Lead based paint hazard evaluation and reduction

The following activities are generally **not eligible** for CDBG funding:

- New residential housing construction, except in special circumstances
- Regular government operations
- Buildings such as city halls, police stations, or other buildings primarily for the general conduct of government (except for the removal of architectural barriers)
- Income payments such as payments to individuals or families for food, clothing, or rent, except in certain circumstances
- Political activities
- Vehicles and Equipment

Appendix B provides additional information designed to assist you in defining the eligibility and national objective that your activity meets and the type of information you will need to provide in your application.

FUNDING PRIORITIES

All Projects **MUST** meet one of the following Consolidated Plan funding priorities:

- Preservation and/or rehabilitation of affordable housing including
    - Acquisition of housing to create or preserve units of affordable housing
    - Weatherization/repair of existing housing units
- Infrastructure and public facilities projects including:
    - Street and Sidewalk improvements in low-income neighborhoods
    - Parks projects/facilities in low-income areas
- Microenterprise Assistance Programs

HOW MUCH MONEY IS AVAILABLE?

CDBG programs are federally funded through the Department of Housing and Urban Development. Funding levels are determined by HUD after the Federal Budget is finalized, which often occurs after the program year has begun. The City of Bremerton estimates funding levels in order to start the grant application process; therefore, funding amounts shown in the table below are estimates. If HUD allocates a different amount to these programs than what was estimated, actual funding awards will be increased or decreased to accommodate the discrepancy. The estimated funds below are based on 2024** allocations and historic funding trends.

The following table (*on next page)* shows an overall view of the total ***estimated*** amount of funds available in this application cycle by the application type and funding sources. Please note that the City of Bremerton is basing this estimate on an amount of $300,000. There is no designated amount for application type, applicants are encouraged to apply for the amount of funding they need to complete a project. Please note that projects with multiple sources of funding will be more competitive than projects that are utilizing CDBG as their ***only*** funding source.

**As of 05/01: due to delays in passing the federal budget, HUD has not issued 2026 CPD formula allocations

WHAT IS THE DISTRIBUTION OF CDBG FUNDS?

The CDBG program allows certain set-asides to further specific program goals. The City has set additional funding targets to help meet local objectives. The following is the distribution for the City of Bremerton:

CDBG

- Planning & Administration – 20% max
- City-Wide Economic Development and Capital projects consistent with the 5 year funding priorities

Appendix C provides additional information designed to assist you in defining the eligibility and national objective that your activity meets and the type of information you will need to provide in your application.

Estimated Entitlement	$	(300,000.00)
Estimated Program Income	$	(5,000.00)
Estimated Prior Year Funding (capital projects)	$	(23,000.00)
TOTAL	**$**	**(328,000.00)**
Funding Available for Grant Administration	$	65,600.00
(20% of Entitlement + Program Income)		=
Estimated Funding Available for Grant Applications	**$**	**(262,400.00)**

**Review Executive Summary above for details on funding priorities for capital projects*

HOME FUNDS

WHAT ARE HOME FUNDS?

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA). The Housing and Community Development Act of 1992 and the Multifamily Property Disposition Act of 1994 made important changes to the Program. The intent of the HOME Program is to: Expand the supply of decent, safe, sanitary, and affordable housing;

- Strengthen the abilities of state and local governments to provide housing;
- Expand the capacity of nonprofit community based housing development organizations; and,
- Leverage private sector participation in financing affordable housing.

Beneficiaries of HOME funds – homebuyers, homeowners, or tenants – must have incomes below 80% of the area median income. The HOME program also requires a match of 25% or greater in other non-federal funds for projects.

WHAT ARE ELIGIBLE ACTIVITIES?

The Eligible activities are defined in the HOME program regulations at 24 CFR 92.205. A list of some of the activities follows:

- Rehabilitation of residential property where property is fully repaired
- New construction of residential property
- Acquisition of residential property
- Rental assistance payments to tenants
- Relocation associated with an eligible HOME project
- A small part (up to 5%) of the annual HOME allocation may be used to help pay the operating expenses of designated Community Housing Development Organizations (CHDOs) within the guidelines established by HUD

The following activities are generally **not eligible** for HOME funding:

- Project reserve accounts, except for the initial 18 months of a HOME assisted new construction project
- Emergency home repair programs
- Public housing units
- Commercial properties
- Shelters, unless they meet Section 8 Housing Quality Standards and otherwise can be considered rental housing
- Project based tenant assistance

Note: The above lists are not comprehensive. For a complete list of eligible or ineligible activities refer to HOME regulations in 24 CFR 92.205

What are the HOME priorities for the City of Bremerton?

- Construction or acquisition of new rental housing units
- Acquisition of homeowner housing through down-payment assistance
-

HOW MUCH MONEY IS AVAILABLE?

Priorities: **Projects which create or support affordable housing**

Rental projects must serve households at or below 80% AMI. HOME assisted units must serve households at or below 60% AMI, with 20% serving at or below 50% AMI.

HOME funds will be allocated via a separate process than CDBG funds. This process will be in coordination with Kitsap County of whom the City of Bremerton participates as a part of the Kitsap County HOME Consortium, however, the City will determine any prioritization of its own percentage of HOME funds.

ALLOCATION PROCESS

HOW ARE FUNDS ALLOCATED?

The City of Bremerton, as a member of the Kitsap County HOME consortium will issue a joint RFP for use of City HOME funds. The RFP, issued jointly with the City of Bremerton, will be for HOME funded affordable housing and include both County and City HOME funds. Homebuyer assistance will be a lower priority and funding for new construction of homeowner housing will not be available. City of Bremerton HOME funds will be prioritized for rental and homeowner projects including acquisition, new construction, rehabilitation and homebuyer assistance.

The City independent from the County will create a Competitive Funding Application for CDBG funds based on its priorities for use of funds which is separate from the process used for HOME funds. Funding proposal will be made available for public review and comment in late August/ early September.. This process is detailed in the Citizen Participation Plan (**Appendix A**). The public is encouraged to participate in the process and its end product: the submission of an annual Action Plan to the Department of Housing and Urban Development.

Additional policies and procedures for HOME funds can be found in the Kitsap County Community Development Block Grant and Kitsap HOME Consortium 2026 CDBG/HOME Policy Plan.

HOW CAN MY ORGANIZATION APPLY?

The annual application cycle begins in early spring with the posting of the City CDBG Calendar on the City's Federal Grants web site and publication of the CDBG/Home Policy Plan. The Policy Plan is released for a 15 day public comment period on May 1st. The 2026 Policy Plan will go before City Council for a public hearing June 4th.

New applicants must submit an *Applicant Intent Form.* Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment.

Interested organizations can find the funding application and all associated information on the City web site at https://www.bremertonwa.gov/198/Federal-Grants---CDBG. The schedule for the annual application cycle, including the due date for applications, is also available on the web site. Interested organizations may also contact Block Grant staff to request to be placed on the City interested parties list to receive automatic notices about these programs.

WHEN WILL FUNDS BE AVAILABLE?

Funds for the programs taking place in the January 1 – December 31 program year are generally not available until mid-summer of the program year. Timing is dependent on federal budget approval—which is often delayed—and how quickly HUD is then able to allocate funds to local jurisdictions. The City will not execute contracts with subrecipients until we have a contract from HUD. Once contracts are executed CDBG and HOME funds can only be disbursed on a reimbursement basis.

POLICIES & REGULATIONS FOR USE OF FUNDS

CDBG and HOME funds are Federal funds. Use of Federal funds may affect the way your agency does business. If you are applying for Federal funds for the first time, you are strongly encouraged to familiarize yourself with the requirements. A Guidebook for recipients of CDBG and HOME funds can be found on the City web site at: http://www.bremertonwa.gov/213/Subrecipient-CDBG-HOME-Guidebook. You may also contact the City Block Grant Staff for additional assistance.

A. GENERAL REQUIREMENTS

1. **Consistency with applicable City, County, and/or State Codes and Policies** To be considered for funding, projects must be consistent with adopted codes and other applicable policies, plans and standards.

   Agencies that are currently receiving County or City CDBG or HOME funds, who are applying for funds, must be in compliance with all terms of their current agreement(s) and must not have outstanding audit findings, monitoring findings or concerns related to prior year's funding.

2. **Contract Retainage for Federal Compliance**
   City will withhold up to 10% of the award amount included in the written subrecipient agreement until all federal compliance requirements are met.

   All construction contracts between a subrecipient (i.e.: your agency) and contractor shall have 10% of payment retained until fulfillment of federal compliance is documented.

3. **Definition of Income**
   Most CDBG and HOME funded projects use income to determine who is eligible for services or housing. Per HUD, income must be defined in one of two ways under the CDBG and HOME programs; subrecipients must select one method which it will use for the duration of each program/project (rental housing projects must use the Part 5 definition):
   a. Annual income as defined in 24 CFR 5.609, referred to as "**Part 5 annual income**", or;
   b. Adjusted gross income as defined for reporting purposes under the **IRS Form 1040** long form (not IRS Forms 1040A or 1040EZ).

   For more information on determining income see the Technical Guide for Determining Income and Allowances for these programs. This guide and can be downloaded from: http://archives.hud.gov/offices/cpd/affordablehousing/modelguides/1780.pdf

4. **Project/Activity Delivery Costs**
   The City does not currently take project/activity delivery costs. 100% of funds will go to each project that is awarded funds.

5. **Commitment and Timely Expenditure of Funds**
   In order to meet regulatory requirements the City and County have established the following policies for CDBG and HOME funded projects:

a. CDBG:

- Public Service Contracts: Organizations awarded CDBG funds for public service or micro enterprise programs must be ready to enter into a written agreement with the City during the award year and funds must be fully disbursed by Dec. 31st of that same year.

- Capital Awards:
  i. Organizations with an award of CDBG funds for a capital project must enter into written agreement (contract) in the award year.
     - If there are extenuating circumstances beyond the organizations control and adequate progress is being made to resolve the issues, an additional year for execution of the written agreement will be granted to the organization.
  ii. The project must begin drawing grant funds within one year of the contract execution date.
  iii. The project must be completed within 2 years of the contract execution date and meet milestones included in the written agreement, including the schedule for completion.
  iv. The Agreement will not be amended to extend the term. Organizations unable to meet these requirements will lose their funding; funds will be reallocated to another eligible project.
     - The contract term may be considered for extension if there are extenuating circumstances beyond the organizations control and adequate progress is being made.
  v. In no circumstance can a project take more than 5 years to complete.

b. HOME:

- HOME regulations require commitment of funds within 24 months. Due to this requirement City of Bremerton and Kitsap County (who is the contracting agency) requires the project HOME funds be ready to commit no later than 18 months from HUD's Funding Agreement execution date. If after 18 months all project funding has not been secured, the conditional commitment will be canceled and the funds will be reallocated. Staff will work with agencies during this time period to ensure the project is moving forward and can meet the timeline.

- Organizations awarded HOME funds must have all other funding sources committed (documented with letters of commitment) and all HOME requirements for environmental review and project underwriting completed before funds can be committed. Commitment is defined as having a fully executed written agreement with Kitsap County (the contracting agency for City HOME funds) and funds committed in HUD's Integrated Disbursement Information System (IDIS).

- A conditional commitment of funds will be made for projects that do not have all project funds committed at the time of the funding recommendation.

- HOME funds require project completion no later than four years from

HUD's Funding Agreement execution date. Projects using HOME funds to acquire vacant land must be under construction within 12 months of the commitment date.

- Organizations must begin drawing funds within one year of the contract execution date (date the contract was executed) and at least annually thereafter.

- Organizations unable to meet these requirements will lose their funding; funds will be reallocated to another eligible project.

- Rental properties will be required to be leased up within six (6) months of project completion. Homeowner properties will be required to be sold within nine (9) months of project completion.

For additional expenditure criteria and deadlines for use of 2026 (And any prior years CHDO's will be found in the Affordable Housing RFP for use of City of Bremerton HOME funds).

6. On-going Restrictions for CDBG & HOME Funded Capital Projects

Recipient of CDBG funds must agree to restrict the use of the property, which was acquired and/or improved using CDBG funds, to the intended purpose for which the funds were awarded. Projects awarded HOME funds are subject to an affordability period which places certain restrictions on occupancy, resale, and rent for rental properties. The City may require a recorded document to be attached to the property to ensure the appropriate provisions are secured. See **Appendix C** for CDBG eligibility requirements.

B. HOME FUNDING - SPECIFIC REQUIREMENTS

1. For more information on specific rules and requirements of the HOME program, including determining whether your project is eligible, please see **Appendix D**.

C. CDBG FUNDING - SPECIFIC REQUIREMENTS

1. For more information on specific rules and requirements of CDBG, including meeting a National Objective, please see **Appendix C CDBG Eligibility & Program Requirements.**

D. FINANCIAL MANAGEMENT

1. Uniform Administrative Requirements

Agencies must comply with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Agencies that do not meet the audit threshold for mandatory audits are encouraged to obtain an annual audit if their operating budget is $100,000 or greater. Smaller agencies are encouraged to obtain at least a third-party annual financial review. Block Grant Staff will review financial information closely for all agencies submitting application.

2. Audit Requirements

Private non-profit agencies expending $750,000 or more in federal funds annually (whether CDBG / HOME alone or CDBG / HOME in conjunction with other federal funds) must have an annual audit conducted by an independent auditor in accordance with OMB Circular A-133 Compliance Supplement. Agencies are responsible to meet this audit requirement.

Agencies that do not meet the $750,000 threshold mandatory A-133 audit are encouraged to obtain an annual audit if their operating budget is $100,000 or greater. Smaller agencies are encouraged to obtain at least a third-party annual financial review. Block Grant staff will review financial information closely for all agencies submitting application.

E. PROCUREMENT

Any subrecipient using CDBG or HOME funds to purchase goods or services must have a formalized written procurement procedure in place prior to contracting for any goods or services. Procurement requirements are contained in 2 CFR Part 200.

Additional information on procurement requirements can be found in Section E of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program Website.

Build America Buy America Act
Organizations awarded CDBG funds that include rehabilitation or construction work will be subject to the requirements of the Build America Buy America Act (BABA) if the following conditions are met:

- Project contains iron and steel, and
- The total federal (CDBG & any other federal funds) is $250,000 or greater.

The Act requires all iron and steel used in the project be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

F. ENVIRONMENTAL REVIEW

1. Environmental Review (24 CFR Part 58)

All CDBG/HOME projects must have a National Environmental Policy Act (NEPA) compliant environmental review process completed before **any** funds, including funds committed from other sources, can be spent on the project. Additional information on environmental review requirements can be found in Section F of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web sites.

The costs associated with conducting a NEPA compliant environmental review for Capital CDBG and HOME funded projects may be charged to the grant award as project costs (HOME) or activity delivery costs (CDBG). Cost will vary depending on the level of review and complexity of the project and include staff time, cost of publishing required legal ads and printing costs.

The cost of any studies required to complete the environmental review (i.e. Phase I Environmental Site Assessment, Geotechnical.
Report, Cultural Site Assessment, etc.) will be in addition to the costs associated with preparation of the NEPA environmental review and will be the responsibility of the subrecipient.

G. EQUAL OPPORTUNITY & ACCESSIBILITY

1. Fair Housing and Equal Opportunity

All CDBG/HOME projects must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity:

a. Title VI of the Civil Rights Act of 1964: No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin (24 CFR Part 1).
b. The Fair Housing Act: Prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status (24 CFR Part 100-115).
c. Equal Opportunity in Housing: Prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds (24 CFR Part 107).
d. Age Discrimination Act of 1975: Prohibits age discrimination in programs receiving Federal financial assistance (24 CFR Part 146).
e. For more information on eliminating discrimination visit www.hud.gov/offices/fheo/progdesc/title8.cfm

2. Handicapped Accessibility

CDBG and HOME funded projects are subject to the following regulations governing the accessibility of Federally-assisted buildings, facilities and programs.

a. Americans with Disabilities Act: Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The Act requires certain buildings or other facilities that receive Federal funds to be designed, constructed or altered in accordance with standards that insure accessibility to and use by physically handicapped people.
b. Section 504: Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in federally assisted programs on the basis of handicap.

Additional information on equal opportunity and accessibility can be found in Section G of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web sites.

H. LABOR STANDARDS & CONSTRUCTION

1. Equal Opportunity for Employment and Contracting

CDBG and HOME funded projects are subject to the following regulations governing employment and contracting opportunities.

a. Equal Employment Opportunity: Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000 (41 CFR Part 60).

b. Section 3 of the Housing and Urban Development Act of 1968: Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG or HOME funded projects will be provided to low-income persons residing in the program service area.

c. Minority/Women's Business Enterprise: Outreach to minorities and women in contracting for services (24 CFR 85.36(e)).

2. Labor Requirements

CDBG and HOME projects must comply with certain regulations on wage and labor standards. Pursuant to the Davis-Bacon Act, **federal wage rates apply to most** (but not all) **construction projects over $2,000**. Applications that involve construction must consider Davis-Bacon wage rates in the budget. The costs associated with the review of Certified Payrolls and compliance with DBRA requirements may be charged to the grant award as project costs (HOME) or activity delivery costs (CDBG). Cost will vary depending on the complexity of the project.

a. Davis-Bacon and Related Acts: Ensures that mechanics and laborers employed in construction work under federally assisted contracts are paid the Federal prevailing wage for the locality.

b. Contract Work Hours and Safety Standards Act: Provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week.

c. Copeland (Anti-Kickback) Act: Governs the deductions from paychecks that are allowable.

More information on Davis Bacon requirements can be found in Section I of the CDBG/HOME Guidebook City of Bremerton Block Grant Program web site.

3. Lead-Based Paint Hazard (24 CFR Part 35)

Housing built before 1978, assisted with HOME or CDBG funds, is subject to the Lead Based Paint Poisoning Prevention Act. The law imposes requirements related to:

- Disclosure of known hazards and what has been done to reduce them;
- Treatment, relocation during treatment, and ongoing inspection of units.

Project feasibility is an important consideration for housing with lead-based paint. Recipients of CDBG or HOME funds will need to be aware of the potential for additional time and cost associated with lead-based paint hazards. Information on Lead-Based Paint requirements can be found in Section I of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web site.

4. Compliance with Codes & Standards for Rehabilitation and New Construction

a. All capital projects funded with CDBG or HOME must comply with local building and fire codes.
b. All HOME funded Rehabilitation projects must comply with the Rehabilitation Standards adopted by the City of Bremerton Block Grant Program.
c. All rental housing units purchased and/or rehabilitated with CDBG or HOME must pass a Uniform Physical Conditions Standards inspection.
d. All housing must comply with the applicable accessibility requirements for persons with disabilities.

I. REPORTING & MONITORING

All programs and projects funded with CDBG or HOME funds will be required to submit quarterly reports. Reports will be provided by the Block Grant Program and may be submitted electronically. Annual on-site monitoring is conducted by staff for all open contracts. A monitoring checklist is used by staff to review compliance with the requirements of the written agreement and federal regulations. Agencies will be contacted at the end of the program year to schedule the monitoring visit.

J. ACQUISITION & RELOCATION

1. **Uniform Relocation Assistance & Real Property Acquisition (49 CFR Part 24)**
These regulations apply to any federally-assisted project involving acquisition, demolition or rehabilitation. Proposals for CDBG and HOME funded projects that are likely to cause displacement of people or businesses are discouraged. Any project that is likely to cause displacement must include relocation assistance payments in the budget and be consistent with the Federal Uniform Relocation Act. Projects which trigger this regulation must follow the Anti-displacement and Relocation Assistance Plan which can be provided to you by request. If your project includes acquisition, rehabilitation or demolition you are strongly urged to discuss the requirements with Block Grant staff before entering into any legally binding agreements.

2. **Minimizing the Loss of Low and Very Low Income Dwelling Units (24 CFR Part 42)**
Any CDBG/HOME proposal that would directly result in any occupied or vacant occupiable low and very low income dwelling units being (1) demolished, or (2) converted to a use other than as low and very low income housing must include a realistic plan to provide replacement housing within three years of the commencement of the demolition or rehabilitation relating to conversion. Projects which trigger this regulation must follow the **Anti-displacement and Relocation Assistance Plan** which can be accessed by making a request to City Block Grant staff.

CITIZEN PARTICIPATION PLAN

HUD requires a Citizen Participation Plan be adopted by jurisdictions receiving CDBG and HOME funds. The plan details the process used by the City in development of the Consolidated Plan and annual application cycle which results in the Action Plan submission to HUD. The City of Bremerton Block Grant Program Citizen Participation Plan can be found in **Appendix A**.

CONSOLIDATED PLAN

WHAT IS THE CONSOLIDATED PLAN?

The Consolidated Plan rolls the planning, application and performance reporting requirements of several programs run by HUD into one process and one document. In our community the Consolidated Plan covers CDBG (Community Development Block Grants) and HOME (grant for affordable housing) programs jointly for the City of Bremerton and Kitsap County. The plan covers a 5-year period submittal of the 2026 action plan will be for year one.

The Consolidated Plan requires a jurisdiction to identify all of its housing and community development *needs*, and then develop a *long-term strategy* for meeting those needs. A key part of the strategy is setting priorities. The Plan identifies priority housing needs, non-homeless special needs, homeless needs, economic development and community development needs.

The Consolidated Plan also indicates what *programs* and *resources* will be used over the 5-year planning period. The plan contains objectives and strategies to address the identified needs and estimates the resources needed to fund activities to address the different needs.

WHAT ARE THE KEY PARTS OF THE PLAN?

A. Housing & Community Development Needs Assessment

This is the part of the Plan that has U.S. Census Bureau information and other information which presents a picture of the jurisdiction. People are the focus of the "Needs" section of the plan. The emphasis is on the human side of housing and community development including the needs of homeless people, people with special needs and those who are low-income.

B. The Housing Market Analysis

This part of the Plan describes the physical "bricks and mortar," side of housing – the supply side of housing. It looks at what housing exists. When the housing conditions in this part of the plan are lined up with human needs in the previous part of the plan, a clear picture of what must be done should emerge.

C. The Strategic Plan

The Strategy is the part of the Consolidated Plan where the County and City sets out how it intends to use its CDBG and HOME funds from HUD's Department of Community Planning and Development over the next five years. The strategy must declare what priority the local government will give to the various housing and community development needs identified earlier in the Consolidated Plan; the activities designed to respond to those needs; and the different geographic areas where needs exist.

D. Annual Action Plan

The Action Plan is the one-year plan a jurisdiction must have to show how it is carrying out its long-term Strategic Plan. It shows how the jurisdiction will spend its CDBG and HOME money in the upcoming year. The City of Bremerton use an annual application process through which funds are competitively awarded.

Note: The full text of the Consolidated Plan is available on the City of Bremerton web sites and also available upon request.

GLOSSARY

A Glossary of terms has been included in **Appendix F.**

Appendix A

Citizen Participation Plan
(Updated 5/1/25)

CITY OF BREMERTON
CITIZEN PARTICIPATION
PLAN

Introduction

The City of Bremerton receives both Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. The City receives its own CDBG funds as an entitlement, and HOME funds through its membership in a Consortium with Kitsap County. The City of Bremerton is committed to assuring opportunities for citizen involvement in decisions concerning activities taking place within the community.

Each year the City of Bremerton is eligible to receive CDBG and HOME funds. There are specific rules and regulations governing the allocation and use of the funds, including provisions for citizen involvement in decision making. In order to facilitate citizen involvement, the City has adopted a Citizen Participation Plan.

Purpose

The purpose of the Citizen Participation Plan is to provide an on-going mechanism to ensure widespread citizen participation whereby all citizens have an opportunity to fully express their needs and wishes for community improvement. Special efforts will be made to encourage participation by:

- Low- and moderate-income persons
- Residents of predominately low- and moderate-income neighborhoods.
- Minorities and non-English speaking persons, as well as persons with disabilities.

This plan provides opportunities for representation of all of the citizens of the City of Bremerton by allowing them to have a voice in the decision-making process and giving them greater power and control over activities taking place within their community.

Annual Allocation Process / Action Plan Submission

The City of Bremerton as an entitlement jurisdiction will conduct a competitive annual process to determine allocation of CDBG and HOME funds. The public is encouraged to participate in the process and its end product—the submission of an annual Action Plan to HUD.

A. Notice of Funding Availability & Application

Annually generally in the spring or early summer a legal ad will be published in the newspaper of record to announce funding availability and provide an opportunity for comment on the CDBG/HOME Policy Plan. This notice will begin a 15-day comment period on the Policy Plan (including the Citizen Participation Plan) and include the date and time of public hearings to take citizen comments.

Notifications will also be sent to any agency or organization who requests to be placed on our interested parties email list.

Upon approval of the Policy Plan by the Bremerton City Council, information about the Request for Funding Proposals and mandatory technical assistance session for first time applicants will be available by request in writing to:

City of Bremerton, Community Development Block Grant
345 6th Street, Suite 100, Bremerton, WA 98337-1873
http://www.bremertonwa.gov/209/Consolidated-Planning

or by contacting CDBG Staff by email at: CDBG@bremertonwa.gov or by phone at: 360-473-5375

B. Pre-Application Procedures

Prospective applicants are asked to submit an *Applicant Intent Form*. Even if your organization is not certain they will apply in this funding round, you are encouraged to submit the form for your proposed project. Staff will contact organizations who have submitted a form and may schedule a meeting to discuss the project proposal in greater detail.

To request an appointment, applicants please reach out to Block Grant Staff. Staff is also available by appointment for one-on-one technical assistance to provide guidance to citizens and organizations regarding specific project considerations.

C. Technical Assistance

Technical assistance information for potential applicants for funding will be found in Appendix B.

At any time, any citizen may contact the City Block Grant staff for technical assistance, help with an application or general information in relation to programs described in this Plan. The Department will help citizens understand CDBG and HOME funded programs, the procedures for submitting proposals, the Citizen Participation Plan and other program requirements so they can effectively participate in CDBG and/or HOME programs and the funding process.

D. Funding Recommendations & Action Plan

Organizations submitting applications will be notified whether or not the Project Review Committee (PRC) has recommended their proposal for funding. The City Council will consider the staff recommendation, will hold a public hearing on the proposal, will take public testimony and will adopt the funding package. Notifications will include the date, time and place of the public hearings.

All projects approved for funding will be included in the City's Action Plan. A summary of each Action Plan will be published in the newspaper of record and on the City's website. The summaries will describe the contents and purpose of the Action Plans, and include a list of locations where copies of the entire proposed plans may be examined. Citizens will be provided a period of 30 days to review and comment on the plans. Comments or views of citizens will be considered, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the final Action Plan which will be submitted to HUD.

The City of Bremerton will submit the Action Plan, including the projects proposed to be funded, to HUD no later than November 15th of each calendar year, unless HUD instructs the City not to submit until an appropriations bill has been enacted and HUD has notified the City of Bremerton of our actual allocation amounts.

Five Year Consolidated Plan

The Consolidated Plan is the result of a process set forth by the Department of Housing and Urban Development (HUD) to provide a planning and application process for the CDBG and HOME programs within a single document. The Kitsap County HOME Consortium is required to submit the Consolidated Plan for the HOME participating jurisdiction (which consists of Kitsap County and the City of Bremerton). The Consolidated Plan is available online at:

- http://www.bremertonwa.gov/209/Consolidated-Planning (scroll down for a link to the documents)
- A printed copy may be requested from the City of Bremerton Block Grant Divisions

There are a number of specific elements in the 5-Year Consolidated Plan, including:

- **Needs Assessment:** an assessment of housing needs (primarily of low and moderate income people) and needs of homeless people;
- **Housing Market Analysis:** an analysis of the City of Bremerton's and Kitsap County's housing market;
- **Strategic Plan:** a discussion of the City of Bremerton's and Kitsap County's priority needs to establish goals and objectives for implementing strategies which address housing and community development activities;
- **Citizen Participation Plan** (Updated within the annually updated Policy Plan)
- **Annual Action Plan:** describes the activities that will be undertaken to address priority needs utilizing HOME and CDBG grant funds during the upcoming program year (Submitted Annually); and
- **Consolidated Annual Performance and Evaluation Report (CAPER):** describes how funds were used in activities that provided benefits to low and moderate income individuals and families during the previous program year. (Submitted Annually)

Governments, service providers, citizens, and non-profit/for-profit agencies are encouraged to identify needs and priorities, assist in the development of strategies, and to participate in the annual allocation process. The following are specific opportunities for citizens to participate in the development of the information to be incorporated in the Consolidated Plan, which is updated every five years:

1. At least one community meeting will be held to obtain the views of citizens, public agencies, and other interested parties concerning housing and community development needs, including non-housing community development needs and priorities during development of the plan.

2. The City of Bremerton will coordinate with the Bremerton Housing Authority (BHA) to encourage participation of residents of public and assisted housing and other low income residents of targeted revitalization areas, in the process of developing and implementing the Consolidated Plan.

3. Agencies working with low- and moderate-income persons, particularly those living in blighted areas and residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons, and persons with disabilities will be contacted to encourage participation in the development of the Consolidated Plan.

Amendments to the Annual Action Plan

Citizens will be notified and have an opportunity to comment on any substantial amendments proposed to the Annual Action Plan.

Substantial Amendments will be published in the City's newspaper of record and be subject to a 30-day public comment period to allow for comment prior to implementation of the proposed amendment. For any amendments made as a result of the COVID-19 Pandemic and as a response to use of any CDBG-CV funding the City will utilize a 5 day public comment period as outlined by HUD. Substantial Amendments may be forwarded for review by the appropriate PRC prior to submission to the Bremerton City Council for final approval. Comments or views of citizens will be considered at the public hearing, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the substantial amendment of the final Action Plan which will be submitted to HUD.
Substantial amendments include:

- Changes in the use of CDBG or HOME funds from one eligible activity to another
- Adding a new activity
- A substantial change to the purpose, scope, location or beneficiaries of the project as defined in the application for funds and approved by the PRC.

CDBG or HOME activities awarded funds which have a substantial change in the purpose, scope, beneficiaries, location or budget will be evaluated by Block Grant Staff and may be required to submit a new application for funding in the next application cycle.

Projects not expending their full CDBG or HOME award will not trigger a substantial amendment. These funds will be re-obligated to new projects during the following year's regular application cycle.

Minor Changes: Any request for a change in the amount to be expended on a program or project budget line item, or a minor change to the purpose, scope, location or beneficiaries of the project as defined in the application for funds, shall not be considered a Substantial Change requiring citizen notification and Annual Action Plan amendment; however, prior written approval of these changes must be obtained from the appropriate Block Grant Administrator.

Minor project changes may need to be formalized as an amendment to the subrecipient Agency's contract with the City. The Agency will submit a written request for change to the Block Grant Administrator stating the specific reasons for the requested increase or decrease in funding, or change in purpose, scope, location or beneficiaries. All requests will be reviewed, and approved or denied by the Block Grant Administrator.

Performance Reports

1. The City of Bremerton Block Grant Division will prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD no later than March 31st of each year for the previous calendar year.

2. The CAPER will be made available for public review. Notice will be published in the newspaper of record and copies will be available on the City's website:

    - City of Bremerton: http://www.bremertonwa.gov/198/Federal-Grants---CDBG scroll down to the year and CAPER file desired.

3. Citizens will be provided a period of at least 15 days to review and comment on the CAPER. Comments or views of citizens will be considered in the report, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the CAPER and submitted to HUD.

Public Hearings

By law, public hearings are required in order to obtain the public's view and to provide the public with the City's responses to public questions and proposals. Annually a public hearing will be held in spring for the approval of the next year's Policy Plan. A second hearing is held in November to review the proposed use of funds and adopt the Annual Action Plan.

Notification of the public hearings and of comment periods will be published in the newspaper of record and will afford citizens, public agencies, and other interested parties a reasonable opportunity to examine the proposed plans and to submit comments.

City of Bremerton public hearings will be held during Bremerton City Council meetings, which are held every first and third Wednesday of the month, at 5:30 pm in the meeting chambers of the Norm Dicks Government Center. Bremerton City Council agenda may be obtained at http://www.ci.bremerton.wa.us/155/City-Council.

Public Comments

Interested persons may submit comments in writing during the public comment periods, or orally at the public hearings. Written comments should be directed to:

Sarah Lynam
Community Development Block Grant Administrator
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337

Complaints

All written citizen complaints will be referred to the appropriate person(s) or agencies for action. Under normal circumstances, the Block Grant Division will respond to the person making the complaint within 15 days. All complaints and responses will be kept on file.

Resources

Newspaper of Record: Notification will be placed in the following newspaper under Legal Notices at least ten days before a public meeting is held concerning a program described in this plan:

City of Bremerton Block Grant – The Kitsap Sun

Notices may also be published on City website:

City of Bremerton Block Grant Program: http://www.bremertonwa.gov/198/Federal-Grants---CDBG

The notice will indicate when and where the public meeting will be held. Meetings are often held at the following location:

Norm Dicks Government Center, 1st Floor Meeting Chambers
345 6th Street
Bremerton, WA 98337

Appendix B

Funding Process

Introduction

The City of Bremerton is an entitlement community, and uses a competitive application process to find the best subrecipients to implement programs and activities around the City.

The City has an independent funding process for its CDBG funds based on the prioritization of the City Council and utilizes a Project Review Committee to assist in making funding determinations. For application submission an review the City has a joint application process with other Kitsap County grant programs including HOME, CIAH, Housing and Homelessness Program (which administers Homeless Housing (HHGP), Affordable Housing (AHGP), and Consolidated Homeless Grant (CHG) Program).

The Kitsap County Grant Recommendation Committee (GRC) process funding recommendations for use of HOME, CIAH, and Homeless Housing Grant Programs. Funding recommendations are approved by the Kitsap Board of Commissioners for County CDBG/HOME funds and by the Bremerton City Council for City CDBG/HOME funds.

For the 2026 application process the City of Bremerton will use the Survey Monkey Apply system. Applications will be made available in a format accessible to persons with disabilities upon request.

Application submittal instructions and due date are included in the Notice of Funding Availability (NOFA). The NOFA will be published on May 23, 2025. Applications must be submitted online and require access to the internet.

2026 Program Year Funding Specifics:

The 2026 Program Year will have competitive funding applications for:

- Capital - Rental Housing
- Capital – Homeowner Housing
- Capital - Public Facility, Infrastructure, Shelter
- CDBG Public Services

*Please review the Executive Summary for funding priorities included in these applications.

**CDBG Public Services will not be funded in at least year 1 (2026) of the 2026-2030 Consolidated Plan. Evaluation of public services needs will be evaluated on an annual basis beginning year 2 (2027).

Application Review & Project Review Committee Recommendation Process

On May 23, 2025 the City will publish a Notice of Funding Availability. Within this document will be information about the funding applications which have the following priorities:

CDBG Capital/Economic Development projects:

- Preservation and/or rehabilitation of affordable housing including
    - Acquisition of housing to create or preserve units of affordable housing
    - Weatherization/repair of existing housing units
- Infrastructure and public facilities projects including:
    - Street and Sidewalk improvements in low-income neighborhoods
    - Parks projects/facilities in low-income areas
- Microenterprise Assistance Programs

HOME Housing priorities are of equal importance.

- Construction or acquisition of new rental housing units
- Acquisition of homeowner housing through down-payment assistance

The Grant Recommendation Committee (GRC) will be used to review applications for HOME funds through the coordinated grant process. The City of Bremerton uses a separate Project Review Committee to review applications for CDBG funds.

The Project Review Committee must adhere to the Conflict of Interest Policy in **Appendix C.**

Applications will be initially reviewed by Block Grant Staff to determine compliance with technical requirements including eligibility for CDBG and/or HOME funds. Applications which are found not eligible for CDBG, HOME, Homeless Grant Program or Affordable Housing funds, will be disqualified and the applicant will be notified. Eligible applications will be reviewed and evaluated by staff for organizational and financial capacity, will be interviewed by the Project Review Committee, and a recommendation will be provided by the Project Review Committee and forwarded to City Council. The Council will review all recommendations, and select the projects for funding based how they address needs & objectives identified in the 2026-2030 Consolidated Plan.

The details of the multi-level review process are listed below:

Stage 1: Completeness & Qualification Review

Submitted applications are reviewed for potential disqualification using the following process:

1. Applications are reviewed for completeness, soundness, and eligibility against the following criteria. Applications meeting one or more will be disqualified. At least two different staff members must agree that an application should be disqualified.

   a. Amount requested is not consistent among narrative questions, Sources of Financing form, budget form, and/or applicant information;

   b. Missing or blank attachments or forms or using old versions of forms;

   c. Project or applicant organization is not eligible for any of the funding sources;

   d. Project does not meet a priority identified in the City of Bremerton Consolidated Plan (2026-2030) or does not meet a Bremerton City Council funding priority.

   e. Project does not meet a National Objective as defined by HUD.

   f. Wrong application type is submitted for project.

2. Applicants will be notified of the results of the Stage 1 Review via email, either:

   a. Application is moving to Stage 2 and the applicant will be contacted to schedule an interview; or

   b. Application is disqualified and the basis for disqualification is provided.

Stage 2: Review and Scoring

Applications are reviewed and scored for organizational capacity, financial soundness, and project priority.

1. Staff members review and score all areas of the application utilizing scoring criteria specific to each application type.

2. Project Review Committee (PRC) members make funding recommendations using the following process:

   a. Review, evaluate, and score each application using review and scoring guides specific to each application type;

   b. Conduct interview with each applicant and score applicant interviews; interview length will depend on application type.

      - CDBG Economic Development will have interviews consisting of the following:

        i. 20 minutes in length which includes 10 minute agency presentation and 10 minute question/answer.

- Capital applications will have interviews consisting of the following:

    i. 35 minutes in length which includes 15 minute agency presentation and 20 minute question/answer.

** Joint interviews may be held for organizations that submit a project application for both City and County CDBG funding.

c. Assign a priority ranking and recommend funding awards to applications.

Stage 3: Funding Awards

The funding recommendations go through a multi-step process, prior to finalizing the award amount.

1. **Project Review Committee (PRC)** – All Stage 2 applications will have a final score comprised of the staff application review score, PRC application review score, and PRC interview score. The PRC will use the finalized score of applications to assist in making the funding recommendations and contingencies.

2. **City of Bremerton City Council-** The City Council receives the recommendations from the Project Review Committee, holds a public comment period and a public hearing, and makes awards and contingencies.

3. **Federal CDBG and HOME funds-** Applications awarded CDBG and HOME funds must be included in an Action Plan associated with the 2026-2030 Consolidated

Plan and submitted to HUD for approval. The Action Plan cannot be finalized until the City of Bremerton receives the federal award amounts from HUD.

4. **Final Awards –** Funding recommendations were made based on estimated funds. Once the actual amounts are known awards will be adjusted based on the contingency set by the PRC's and approved by the Bremerton City Council.

Project Review Committee

The Project Review Committee (PRC) will be formed consisting of three City of Bremerton staff members (Director-Department of Community Development, Finance Director, Community Development Project Assistant), one member from City Council, one representative from the Planning Commission and two citizens at large. (If a representative from the Planning Commission is unavailable, another citizen representative will serve in their place). The role of this committee is to read all applications and complete independent, scored reviews, review projects for community need and benefit, review evaluations, conduct interviews, and discuss, rank and recommend projects for funding. The appointees to this committee are appointed by the Mayor and confirmed by Bremerton City Council.

The PRC will provide recommendations to City Council and the Council will have the opportunity to approve all the final recommendations.

Applicant interviews will be conducted with the PRC. Applicants will have the opportunity to present their project and the PRC will have an opportunity to ask questions. At the conclusion of the interviews the PRC will formulate a funding recommendation for approval by the City of Bremerton City Council.

Appointments for PRC members are made annually. PRC members are appointed to serve a two year term and can be re-appointed to serve successive terms and/or additional terms.

Conflict of Interest

1. No member of the Project Review Committee (PRC) shall be beneficially interested, directly or indirectly, in any grant applications which may be made by, through or under the recommendation of the PRC, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein (from RCW 42.23.030).

2. No member of the PRC shall engage in any activity, including participation in the selection, award, or administration of a grant award or contract if a conflict of interest, real or apparent, exists.

3. Additional information on Remote Interest can be found in the full Conflict of Interest Policy under Appendix D.

Technical Assistance

All applicants for funding who have never received City CDBG funding before, or have never used the SM Apply system will be required to attend the technical assistance session.

During the session, staff will provide information to citizens concerning who can apply for funds, funds expected to be available, the range of activities that may be undertaken, priorities for funding, application submission requirements including technical assistance in filling out the application, the application deadline, and how decisions concerning funding will be made. There will also be a workshop on how to use the Survey Monkey Apply system if an applicant has not utilized the system before.

In addition to the mandatory Technical Assistance described above, City Block Grant staff is also available by appointment for one-on-one Technical Assistance to provide guidance to citizens and organizations regarding specific project considerations. Please contact Block Grant staff to set up an appointment.

At any time, any citizen may contact the City Block Grant staff for technical assistance, help with an application or general information in relation to programs described in this Plan. The Department will help citizens understand CDBG and HOME funded programs, the procedures for submitting proposals, the Citizen Participation Plan and other program requirements so they can effectively participate in CDBG and/or HOME programs and the funding process.

Appendix C

CDBG Eligibility Requirements & Program Rules

CDBG NATIONAL OBJECTIVES AND ELIGIBILITY REQUIREMENTS

Every CDBG activity must meet a national objective and must be eligible in order to be funded, and each CDBG applicant must be able to demonstrate eligibility based on data collected. The following information is provided to assist you in defining the eligibility and national objective that your activity meets and the type of information you will need to gather from the population you serve to provide to the City Block Grant office. Specific regulations that govern the CDBG program are available the Block Grant office.

What are the National Objectives? (Benefit Criteria)

An eligible CDBG activity must either

I. Principally benefit low and very low income

A. Area Benefit –
   a. Activity which is available to benefit all the residents of an area which is primarily residential.
   b. At least 51% of beneficiaries are low or very low income persons/households.
   c. Applicants will be responsible for defining the service area and City staff will checkto ensure that it meets the Low Moderate Income (LMI) criteria.

B. Limited Clientele
   1. At least 51% of beneficiaries are low or very low income persons/households
      a. Presumed Benefit
      b. Agency Requires Client Information
      c. Income Eligibility Requirement (Direct Benefit)
      d. Nature/location
   2. Removal of Architectural Barriers
   3. Assistance to Owners of Microenterprises
   4. Employment Support Services

C. Housing Activities (Residential)
   a. 51% of units must be occupied by low-and moderate-income households.
   b. Affordable rents must be maintained for 5 years

D. Job Creation or Retention - Economic Development

a. Must be located in a predominantly Low/Moderate (L/M) income neighborhood and serve the L/M income residents; or
b. Involve facilities designed for use predominantly by L/M income persons; or
c. Involve the employment of persons, the majority of whom are L/M income persons.

II. Reduce or Eliminate Blight
III. Meet an Urgent Need

A. Urgent Need would be a natural disaster or federally declared disaster.

NOTE: The vast majority of CDBG activities funded are designed to benefit low and very low income persons and households.

How Does A Project Meet a National Objective?

I. Principally benefit low and very low income

To meet this national objective, an applicant must document that the proposed project will benefit predominantly low and very low income persons or households. A low income person/household is one whose annual income does not exceed 80% of area median income -- a very low income person/household is one whose annual income does not exceed 50% of the area median income. HUD Income Limits for Bremerton are included in the Application each year. There are several different ways that CDBG activities can benefit low and very low income persons:

A. AREA BENEFIT

This criteria allows a project located in principally residential area to meet a National Objective by demonstrating that, based on the demographics of a project's defined service area, at least 51% of the residents are low or very low income. Certain activities are a natural fit for area benefit, as they serve a geographic area, such as parks, neighborhood facilities, community centers and streets/sidewalks.

Please contact the City Block Grant office for maps and more information on documenting your service area and determining eligibility under Area Benefit.

Applicants must:

- ❒ Attach a map with the boundaries of the project's service area delineated (the surrounding geographic area in which all or most of the people benefiting from the project reside).
- ❒ Explain why that particular geographic area is the service area for the project;

- ❒ Indicate on the map residential and commercial areas within the service area boundary; and
- ❒ Provide documentation that 51%(City) or more of the residents within the service area are low and very low income persons/households utilizing the most recent census data as provided by HUD. Please contact the City or Block Grant office for maps and more information on documenting your service area.

B. LIMITED CLIENTELE

An activity which benefits a limited clientele, at least 51% of whom are low or very low income persons/households. There are four types of activities in this category:

1. **Presumed Benefit** -- An activity may benefit one of the following groups who are presumed by HUD to be principally low and very low income: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, migrant farm workers and persons living with HIV/AIDS.

   Applicants must:

   - ❒ Demonstrate that the facility or service is designed for and used predominantly by one of the groups identified above.
   - ❒ Demonstrate that your clientele meets HUD's definition for the presumed group you serve, for example, homeless individuals must meet HUD's definition and documentation requirements at https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

2. **Require documentation on family size and income in order to show that at least 51 percent of the clientele are low income** – This means your program can serve low and moderate income clientele if at least 51% of your clientele are low income. Agencies must keep information on client income and family size which can document whether or not 51% or more of the clientele are persons whose family income does not exceed low and moderate income limits for Kitsap County. Note: Income qualification criteria from other programs (such as state poverty guidelines) may be substituted provided those criteria are at least as restrictive as the HUD income limits.

Applicants must:

- ❒ Provide documentation of the total number of clients/households served in 2026 (if this is an existing service);
- ❒ State what percent of the clients/households served in 2026 were low or very low income (or met criteria that are stricter);
- ❒ Provide a copy of the income qualification criteria that were used to screen clients and to determine the percent that were low and very low income;
- ❒ Provide a copy of the client intake form highlighting the questions regarding family size and income levels; and
- ❒ Agree to maintain documentation of the client's incomes for the CDBG contract period.

3. **Income Eligibility Requirements (Direct Benefit)** -- This means that the agency uses income screening to limit the benefits of the CDBG funded activity to only those persons who are low and very low income. For example, a housing counseling program would screen potential clients and use the CDBG funds to pay for the counseling only of those who are income eligible.

   Applicants must:

   - ❒ Screen clients by family size and income;
   - ❒ Provide a copy of the income qualification criteria that were used to screen clients to determine low and very low income status;
   - ❒ Provide a copy of the client intake form highlighting the questions regarding family size and income levels; and
   - ❒ Describe how the program/project would limit the benefits of the CDBG funded activity exclusively to low and very low income persons/households.

4. **Nature/Location of Activity Allows Conclusion of Primarily Low and Very Low Income Benefit** -- This means that the activity is of such a nature and in such a location that it may be concluded that the clientele will be primarily low and very low income; for example, free childcare in an assisted housing project.

Applicants must:

- ❒ Explain how the nature, and if applicable, the location of the proposed project, establishes that it is used primarily for low and very low income persons.

In addition to the four activities described above, the following activities may qualify under the limited clientele national objective.

- **Removal of Architectural Barriers**

  A project which removes material or architectural barriers which restrict the mobility and accessibility of elderly or handicapped persons to publicly owned and privately owned non-residential buildings, facilities and improvements, and the common areas of residential structures containing more than one dwelling unit is considered a limited clientele activity. Note: This refers to the removal of existing barriers. It does not apply to new construction.

- **Assistance to Owners of Microenterprises**

  When assistance is to be provided to a microenterprise (a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise) the owner must qualify as low or moderate income. Note: for microenterprise projects under the limited clientele national objective justification, the low income threshold applies only to the owner, there are no income requirements for the workers the owner employs.

- **Employment Support Services**.

  If CDBG assistance is only provided for training or supportive services (peer support programs, counseling, child care, transportation, and other similar services) to assist business(es), the percentage of low and moderate income persons assisted may be less than 51% if the proportion of the total cost borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income. For example: A new business moves into town and begins an on-site day care program for workers. The total cost of the day care is $10,000. There are 40 children, 3 of which meet qualifications as low and moderate income. The maximum amount chargeable to the CDBG program is $750.00. ($10,000/40 =$250 X 3 = $750).

Applicants must:

- ❒ Maintain data documenting the total cost of the service, Screen clients by family size and income; and provide a copy of the client intake form highlighting the questions regarding family size and income levels;

C. Housing Activities

These are activities providing or improving permanent residential structures which are or will be occupied by low and very low income households. It does not include group homes or shelters for the homeless, which are considered limited clientele activities.

Applicants must:

- ❒ Maintain a copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

- ❒ 51% of these units must be available to low/moderate income.

- ❒ Maintain records on the total cost of the activity, including both CDBG and non-CDBG funds.

- ❒ Screen households for family size and income eligibility.

- ❒ For rental housing, maintain records on rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted.

- ❒ Affordable rents must be maintained for a period of five years after CDBG assistance.

D. Job Creation or Retention Activities

These are economic development activities which are designed to create or retain permanent jobs, where at least 51% of the jobs, computed on a full-time equivalent basis, can be documented to employ low and very low income persons for the geographic area where it is located. **There are very specific elements of this national objective. Please contact the Community Development staff to discuss your project prior to submitting an application.**

CDBG FUNDING - SPECIFIC REQUIREMENTS

1. **Reversion of Assets / Change-of-Use of CDBG Assisted Property** All recipients must agree to restrict the use of the property, which was acquired and/or improved using CDBG funds, to the intended purpose for which the funds were awarded.

   The restriction will be based on the dollars invested and follow the guidelines in the chart below. This is to ensure compliance with HUD requirements and to ensure continued public benefit.

Activity	Dollar Threshold*	Minimum Years Restricted
Rehabilitation or Acquisition of existing facilities or housing (including homeownership assistance)	Less than $15,000 $15,000 - $40,000 Greater than $40,000	5 Years 10 Years 15 Years
New Construction or Acquisition of land for new construction	Any $ amount	20 Years

* Dollar threshold is per facility, or if housing, per unit for single family housing

Reversion of assets provisions require agency to transfer to the City any CDBG funds on hand at the time of expiration of the subrecipient agreement, any accounts receivable attributable to the use of CDBG funds, and any nonexpendable personal property that was purchased with CDBG funds

2. Restriction on Assessments

CDBG funds may not be used for public improvement projects where a portion of the projects is to be financed by assessments to area property owners, unless the project is structured such that CDBG funds are used to pay the assessments of all low and very low income property owners. The analysis of incomes of affected persons must be done ahead of time and submitted as part of the application for CDBG funds.

3. Guidelines for Economic Development Projects (24 CFR 570.209) City will utilize the guidelines provided at 24 CFR 570.209 relative to project costs and financial requirements and standards for evaluating public benefit.

4. Supplanting (24 CFR 570.207)

Federal regulations prohibit using CDBG funds to supplant (replace or substitute for) local funds for public services or ongoing responsibilities of general local government. The intent of this federal regulation is to prevent local government from using the availability of federal CDBG dollars as an excuse to reduce local funding commitments.

Appendix D

Conflict of Interest Policy

Conflict of Interest Policy

City of Bremerton Project Review Committee

From time to time, community volunteers who are appointed to the Project Review Committee (PRC) have prior experience with one of the applicants or programs requesting grant funding. The following guidelines are intended to clarify what should happen in these cases to avoid real or perceived conflict of interest.

1) Conflict of Interest:

a. No member of the PRC shall be beneficially interested, directly or indirectly, in any grant applications which may be made by, through, or under the recommendation of the PRC, in whole or in part, or which may be made for the benefit of his or her office, or accept directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein (from RCW 42.23.030)

b. No member of the PRC shall engage in any activity, including participation in the selection, award, or administration of a grant award or contract if a conflict of interest, real or apparent, exists.

2) Remote Interest

a. A PRC member is not interested in a contract, within the meaning of 1.a. above, if the member only has a “remote interest” in the contract and the extent of the interest is disclosed to the PRC and Staff at the beginning of the review process and is noted in the official minutes prior to the recommendation of the contract. (from RCW 42.23.040).

   i. As used in this section “remote interest” means:

      1. That of a non-salaried officer of a non-profit corporation;

      2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;

      3. That of a landlord or tenant of a contracting party;

      4. That of a holder of less than one percent of the shares of a corporation or cooperative which is a contracting party.

   ii. Even if the PRC member’s interest is only remote, the member cannot influence or attempt to influence any other PRC member in the award of a contract they are remotely interested in. For purposes of this provision, influence or attempt to influence includes any of the following:

1. Scoring the grant application;

2. Discussing the grant application with other PRC members;

3. Joining the audience, acting on behalf of the applicant or interacting in any manner with members of the PRC.

4. PRC members should physically leave the room when the remaining PRC members discuss the matter. This removes any potential claim that the PRC member has attempted to exert undue influence over the other PRC members.

3) Potential Bias by Prior Association

a. A PRC Member may have a "potential bias by prior association" if they have had an interest in the past, but do not meet these definitions during the time they are serving on the PRC, or who have personal prior experience with an applicant including serving as a board member in the past, being employed in the past, or being a current or past volunteer. In the event of a potential bias by prior association:

i) The PRC member should disclose to the PRC and staff the nature of their prior association at the beginning of the application review process.

4) Conflicts Disclosed

The staff should advise PRC members before the process begins that members need to disclose, in advance, any remote interest, potential bias by prior association that they have, or relatives serving as staff to any applicants. It is recommended that the disclosures be done in writing.

5) Voting and Recommendations

a. The PRC member should recuse themselves from voting on any recommendation that would include applications in which they have a remote interest in or with whom they have a potential bias by prior association.

b. If the final recommendations of the PRC are consolidated into a single motion, then the PRC member may participate in the vote so long as their participation in the discussion does not influence or attempt to influence the outcome with respect to the applicant in which they have a remote interest in or with whom they have a potential bias by prior association.

c. Occasionally members of the City Council will sit on the Board of Directors of organizations which are proposed to receive funding. In this instance, the Council member with the conflict of interest will state their conflict, leave the Dias, and return when voting has been completed. Because the votes are passed as one resolution, the Council member with the conflict will not be allowed to vote on the resolution as a whole.

6) Alternate PRC

If there are two or more PRCs in a funding cycle or process, and a member has a conflict of interest, remote interest, or potential bias by prior association with an application that one of the PRCs is reviewing, that member may serve on a different PRC without reservation or restriction.

Appendix F

Glossary

GLOSSARY

Administrative Expenses. Those expenses directly associated with the recipient's general administration of the CDBG or HOME programs, such as salaries, supplies, equipment, accounting, phones, audits, benefits, travel and indirect costs.

Affordability. Affordability is achieved when a household's rent or mortgage payment, plus utilities, does not exceed 30% of the monthly income for the targeted income group as adjusted for household size.

Annual Action Plan: This document allocates one year's funding to specific projects and activities for the CDBG and HOME programs. It is submitted annually to HUD, 45 days prior to the start of the City's and County's fiscal year or no later than November 15 and is developed in accordance with federal regulations (24 CFR Part 91).

Architectural Barriers. Restrict mobility and accessibility of elderly or individuals with disabilities.

Benefit Criteria. A CDBG activity must either principally benefit low or very low income persons, reduce or prevent slums and blight or meet a recent urgent need. These three objectives are the Benefit Criteria.

Cash Flow. Gross income minus vacancy rate, operating expenses, reserves, debt service and taxes.

Grant Recommendation Committee (GRC). A group of eight citizens meeting specific qualifications, who develop funding recommendations for City of Bremerton HOME funds.

Citizen Participation Plan: This plan is prepared to facilitate and encourage public participation and involvement in the Consolidated Plan process and the City's CDBG and HOME program, especially by low- and moderate-income persons. The plan identifies the public participation requirements as identified by federal regulations (24 CFR Part 91).

Committed Funds. Funds committed to a project by a project funding source. The award amount, terms and uses of the committed funds are documented in a letter to the applicant. A copy of this award letter is included with the application for CDBG/HOME funds.

Conditional Funds. Funds committed, with conditions, to a project by a project funding source. The conditions of the commitment, amount, terms, and uses are documented in a letter to the applicant. A copy of the letter is included with the application for

CDBG/HOME funds.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress in carrying out the Consolidated Plan and Annual Action Plan. The report is prepared annually by both the City and County in accordance with federal regulations (24 CFR Part 91). It is due to HUD no later than 90 days after the end of the program year or March 31.

Consolidated Plan: This document serves as the City's and County's application for CDBG and HOME funds. It sets forth the priorities and strategies to address the needs of primarily low- and moderate-income persons and areas in the county. It typically covers a five-year time period. It is submitted to HUD 45 days prior to the start of the program year or no later than November 15 and is developed in accordance with federal regulations (24 CFR Part 91).

Consultant Fees. Fees paid to a third party developer consultant for costs associated with implementation of a project.

Entitlement Community. A local jurisdiction that receives an allocation of Community Development Block Grant funds directly from HUD. All participating jurisdictions are entitlement communities; however, not all entitlement communities are participating jurisdictions.

Household: all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Housing. Housing includes permanent housing units for sale or rent including; manufactured housing, permanent housing for disabled homeless persons, transitional housing, single-room occupancy housing, and group homes. Housing **does not** include emergency shelters or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students or dormitories.

Interlocal Agreement. Agreements made to ensure the cooperation of units of local government which form consortiums for the purpose of obtaining funding.

Low- and Moderate-Income Households (LMI): These are households earning less than 80% of the area median income (AMI). They are broken down into the following income designations:

- **Extremely Low-Income:** households with incomes less than 30% of the area median family income adjusted for household size.
- **Low-Income:** households with incomes between 31% and 50% of the area median income, adjusted for household size.

- **Moderate-Income:** households with incomes between 51% and 80% of the area median income, adjusted for household size.

Low- and Moderate-Income Area Neighborhood (LMA): In general, this is defined as census tracts or block groups where a minimum of 51% of the residents have low or moderate incomes (i.e. not exceeding 80% of the area median income).

Median Family Income: HUD releases income limits annually for its programs. Income limits are calculated using American Community Survey and Census data. Data for Kitsap County is based on the Bremerton-Silverdale Metropolitan Statistical Area (MSA). Incomes are indexed by household size.

Neighborhood Revitalization Strategy Area: A specific neighborhood targeted by the City and approved by HUD. Communities with approved NRSA's receive enhanced flexibility in undertaking economic development, housing, and public service activities with their CDBG funds. The City currently does not have an approved NRSA at this time.

Operating Support. Financial assistance used to supplement the day-to-day operations of a project.

Participating Jurisdiction. This term refers to cities, counties and consortia which receive an allocation of federal HOME funds directly from HUD.

Persons with Disabilities. This term means a household composed of one or more persons, at least one of whom is an adult, who has a disability. A person is considered to have a disability if the person has a physical, mental, emotional or developmental impairment that is expected to be of long-continued and indefinite duration and substantially impedes his or her ability to live independently.

Program Year: The program year for the City CDBG and HOME programs is January 1 through December 31, which is the same as the City's fiscal year.

Project Delivery Costs: Costs directly related to managing the project to the point of completion normally paid to a third party.

Project Review Committee. This committee, made up of City of Bremerton staff, a member of the City of Bremerton City Council, Planning Commissioner and two citizen volunteers, evaluate, rank, and make funding recommendations to the Bremerton City Council for use of CDBG funds.

Project Soundness. The feasibility, sensibility, and effectiveness of the project to meet a defined community need and the organizational strength and capacity to bring the project to completion.

Proposed Funds. Funds which have been or will be requested from a potential project funding source.

Relocation Expenses. Those costs paid to households or businesses when temporary or permanent relocation becomes necessary.

Single family housing: one to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single room occupancy (SRO) housing: housing (consisting of single- room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both).

Special Needs Housing. Housing for special needs populations who require special housing-related services. This is also referred to as supportive housing.

Special Needs Population. This population of people includes elderly and frail elderly; persons with mental, physical or developmental disabilities; persons with HIV/AIDS; persons with alcohol or drug addiction; victims of domestic violence; persons discharged from institutions (prison, jail, mental hospital, foster care).

Transitional housing: housing that is designed to provide housing and appropriate supportive services to person, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children. It has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set.

Uniform Physical Condition Standards (UPCS): Uniform national standards established by HUD pursuant to 24 CFR 5.703 for housing that is decent, safe, sanitary, and in good repair. Standards are established for inspectable items for each of the following areas: site, building exterior, building systems, dwelling units, and common areas.

Community Development Block Grant Programs

5 Year Funding Priorities & 2026 Policy Plan

CDBG

$

Develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

HOME

$

Provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private-sector participation.

Policy Plan - 2026

Plan provides guidance for applying for

2026 CDBG/HOME

- Eligibility
- Overview of the funding allocation process
- Regulatory requirements
- Local Policy Decisions
- Funding Availability

Process + Timeline

Draft Policy Plan and funding priorities were released for 15-day comment period on May 1st – no comments received.

Hold public hearing - June 5 Council Meeting

Applications will open June 18th - reviewed in July/August

Funding Recommendations determined by the Project Review Committee - submitted via the annual Action Plan.

Action Plan – Council public hearing – November 2025

Action Plan and 5 Year Consolidated Plan submitted to HUD in November.

How Much?

ESTIMATES ONLY	$
Entitlement	300,000
Program Income	5,000
Prior Year Funding (2022,2023,2024)	50,000
20% Admin	- 61,000
TOTAL AVAILABLE FOR PROJECTS	$294,000

Funding Priorities 2026-2030

- CDBG - $300,000 (estimated)
  - Preservation and/or rehabilitation of affordable housing including
    - Acquisition of housing to create or preserve units of affordable housing
    - Weatherization/repair of existing housing units
  - Infrastructure and public facilities projects including:
    - Street and Sidewalk improvements in low-income neighborhoods
    - Parks projects/facilities in low-income areas
  - Economic Development projects including:
    - Microenterprise assistance programs
- HOME - $134,850 (estimated)
  - Projects which increase affordable housing stock including:
    - Acquisition, rehabilitation or construction of affordable rental housing
  - Down payment assistance to income eligible home buyers.

Priorities Cont.

- Projects must meet a HUD national objective and be an eligible activity.
- Projects annually must meet a Consolidated Plan Priority.

2026 Updates

- Policy Plan Changes for 2026
  - Language added on page 11 (in red) to reflect **forthcoming federal guidance regarding contracting and the possibility of funding cuts to the CDBG and HOME programs.**
  - **CDBG Public Services will not be funded in at least year 1 (2026) of the 2026-2030 Consolidated Plan.** Evaluation of public services needs will be evaluated on an annual basis beginning year 2 (2027).
  - **New applicants** must submit an Applicant Intent Form. Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying.

2026 Program Year Important Dates

May 23	Notice of funding availability (NOFA) posted on the City's website
May 16	All applicant intent forms due for new projects
June 17-July 15	Technical Assistance / Pre-app appointments available
June 17	Application goes live- link posted on City's website
July 15	Funding applications due
July 16-31	Staff Review Eligibility – Phase I
August 1 –29	PRC Review/Score – Phase II
August 28	PRC Orientation
September 8-12	Agency Interviews / Deliberation
September 19	Funding recommendations published for 30-day comment period
November 5	Council meeting to adopt funding recommendations
January 1, 2025	Program Year Begins

What's Next?:

Take public comment on the 5-year funding priorities and the 2026 Policy Plan

Questions ?

Sarah Lynam, CDBG Admin

CDBG@bremertonwa.gov

360.473.5375

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B9

SUBJECT:
Proposed Public Hearing on Ordinance to adopt the City of Bremerton 2024 Comprehensive Plan, including repeal and replacement of the Downtown Subarea Plan and Puget Sound Industrial Center Subarea Plan

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	DCD
Presenter:	Garrett Jackson
Phone:	(360) 473-5289

SUMMARY: Pursuant to the Growth Management Act (GMA) RCW 36.70A.130, the City of Bremerton is required to do periodic major updates to our Comprehensive Plan. The Planning Commission unanimously recommended that the City Council adopt the 2024 Comprehensive Plan Update and the associated development regulations that implement the updated Comprehensive plan following a Public Hearing on April 21, 2025. City Council held a public hearing on May 7, 2025, and held Study Sessions on May 14 & May 28, 2025 for deliberation to shape the final Comprehensive Plan Document for adoption. It is expected that the City Council will adopt the major update of the Comprehensive Plan following a public hearing that is scheduled for June 4, 2025.

ATTACHMENTS:
Council Requested Alterations Matrix
Ordinance
Exhibit A: Findings and Conclusion of the Planning Commission
Exhibit B: 2024 Comprehensive Plan
- Exhibit B.1: Land Use Appendix
- Exhibit B.2: Housing Element Appendix
- Exhibit B.3: Economic Development Element Appendix
- Exhibit B.4: Transportation Element Appendix
- Exhibit B.5: City Services Element Appendix
- Exhibit B.6: Environmental Element Appendix
- Exhibit B.7: Public Participation Appendix

Exhibit C: Downtown Subarea Plan
Exhibit D: Puget Sound Industrial Center Subarea Plan

Power Point Presentation ***Added 5/28/25 12:36 PM***

FISCAL IMPACTS (Include Budgeted Amount): Failure to maintain Growth Management Act compliance may jeopardize various funding eligibility for grants and loans.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ to adopt the City of Bremerton 2024 Comprehensive Plan, including the repeal and replacement of the Downtown Regional Center Subarea Plan and the Puget Sound Industrial Center Subarea Plan.

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

COMPREHENSIVE PLAN REVISIONS MATRIX **as directed by City Council at the 5/14/25 Study Session**	
PG #	Changes to sections of the Comprehensive Plan or Appendix are noted in legislative markup, with deletions in ~~strikethrough~~ and added language <u>underlined</u>.
REMOVE REFERENCE TO "CITIZEN"	
The term "Citizen" was removed, and replaced with either "resident" or "community member" as appropriate for the context of the specific section.	
Comp Plan 3	<u>RESIDENTS</u> ~~CITIZENRY~~ Thank you to the many <u>community members</u> ~~citizens~~ who attended meetings and hearings, completed surveys, spoke to us at community events, and submitted comments. We appreciate the engagement, and your input helped shape this plan and the future of Bremerton.
Comp Plan 6	The ~~citizens of~~ Bremerton <u>community</u> embrace<u>s</u> their city, with pride in its assets and accomplishments, and with optimism about the opportunities it affords. Bremerton is a progressive, active city with diversity in its residents, and with its economic, residential and recreational opportunities.
Comp Plan 6	A comprehensive plan is a broad statement of community goals and policies that direct the orderly and coordinated physical development of a city into the future. A comprehensive plan anticipates change and provides specific guidance for future legislative and administrative actions. It reflects the results of <u>community</u> ~~citizen~~ involvement, technical analysis, and the judgment of decision makers. The maps, goals, and policies of the plan provide the basis for the adoption of regulations, programs, and services which implement the plan. The plan serves as a guide for zoning, infrastructure development, and developing community services.
Comp Plan 9	<u>Community</u> ~~Citizen~~ Participation The Act requires "early and continuous" <u>community</u> ~~citizen~~ participation throughout the planning process. The first Comprehensive Plan developed in response to the Act in April1995, and the required periodic updates in 2004 and 2016 were adopted with intensive <u>community member participation</u> ~~citizen committee processes~~. The preparation of 2024 Plan Update was again guided by community participation, following a City Council-approved Public Participation Program for the process, and is included as an Appendix. Numerous outreach efforts including surveys, community events, special events, and open houses were held throughout the update process to facilitate community engagement and provide opportunities to ensure that every interested person who wishes to express an opinion had the ability to do so.
Comp Plan 32	*LU1-LDR(A): Promote neighborhoods that foster interaction among residents, contribute to <u>public</u> well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*
Comp Plan 34	*LU4-MDR(A): Promote neighborhoods that foster interaction among residents, contribute to <u>public</u> well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*
Comp Plan 35	*LU4-HDR(A): Promote neighborhoods that foster interaction among residents, contribute to <u>public</u> well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*

Comp Plan 72	While this Chapter focuses on public facilities and utilities provision to Bremerton's residents ~~citizens~~ and businesses, the Transportation Element should also be considered in conjunction with this chapter as an important public facility.
Comp Plan 72	*CS4. Provide safe and reliable utility service to the community ~~citizens~~, while balancing economic, aesthetics and environmental factors.*
Comp Plan 72	*CS1(B): Educate residents ~~the citizenry~~ about City services and community ~~citizen~~ responsibilities.*
Comp Plan 72	*CS1(C): Provide meaningful opportunities for community involvement. Provide regular volunteer opportunities to the general public and enlist residents for their talents (work to identify specific community assets and invite identified groups and residents ~~citizens~~) to participate in governance.*
Comp Plan 73	*CS1(I): Provide trash receptacles and waste conveniences in public places, especially in City parks and encourage community ~~citizen~~ responsibility regarding proper waste disposal, including pet waste disposal.*
Comp Plan 73	*CS2(A): Prepare emergency preparedness plans including instruction for public staff and for community members ~~citizens~~ regarding services and support locations available immediately following an incident.*
Comp Plan 73	*CS2(D): Improve community ~~citizen~~ safety after dusk by enhancing lighting for pedestrians, especially around and leading to places of activity.*
Comp Plan 73	*CS2(E): Collaborate with residents ~~citizens~~, public organizations, and non-profit agencies towards a proactive approach to social needs.*
Comp Plan 74	*CS3(L): Provide street infrastructure that is well maintained, has sufficient capacity, meets all compliance requirements for accessibility.* • *Identify dedicated revenue to adequately maintain the existing investment in street infrastructure;* • *Develop revenue sources to allow full implementation of the Capital Improvement Plan. Consider new revenue such as transportation impact fees, or re-direct existing revenue; and* • *Eliminate barriers to accessibility with sidewalks and city facilities. Prioritize implementation using resident ~~citizen~~ groups and focus improvements in the areas with the most use.*
Comp Plan 75	Goal CS4. Provide safe and reliable utility service to the community ~~citizens~~, while balancing economic, aesthetics and environmental factors.
Comp Plan 80	*E1(V): Educate ~~citizens~~ community members about sources of pollution.* *Provide information to the public regarding the negative impact to water quality from the use of pesticides and herbicides. Encourage a reduction in the use of pesticides and herbicides.*

MULTIMODAL TRANSPORTATION	
Emphasis on Multimodal Level of Services (MMLOS) and nonvehicular traffic were added to sections of the Comprehensive Plans. A revised Transportation Appendix, Attachment F was produced which emphasizes MMLOS criteria stipulated by Council. Additional portions of the Comprehensive Plan mentioning Multimodal transportation (without need of revision) are also provided following the revised Attachment F.	
Comp Plan 61	**Introduction** This Transportation Element aims to provide a 20-year vision for Bremerton's transportation system, which respects the community's history and character, supports anticipated growth in the region, and builds on Bremerton's momentum as an attractive community in which to live, work, and play by supporting safe and comfortable travel by all modes of transportation. Bremerton's Transportation Element is to promote, manage, and maintain a safe, efficient, and integrated multimodal transportation system that is consistent with the City's overall vision and adequately serves anticipated growth. Guidance from City staff, the Planning Commission, stakeholders, and residents helped identify several priorities: • Improve safety for all users through updated facilities; ~~and street designs that accommodate all modes~~ streets are to provide safe access and travel for all users, especially pedestrians, bicyclists, transit vehicles and riders • Create an interconnected multimodal and active transportation network that connects all users to City Centers, major destinations within Bremerton, and Kitsap County • Support high-capacity transit services and opportunities within and between the City's Centers • Coordinate with local and regional partners to ensure that travel patterns do not disproportionately impact Bremerton residents' quality of life • Adopt a policy for bicycle and pedestrian travel to address measures of facility quality such as level of traffic stress (an indicator used to quantify the stress experienced by a cyclist or pedestrian on the segments of a road network), facility types, route directness, and network completeness • Increase transportation spending on maintaining, preserving, and operating the existing transportation system
Comp Plan 64	**Capital Improvement Planning** Through the planning process, with transportation stakeholder groups and the public, City transportation professionals identify capital improvements to improve our local multimodal system. The finished product for any given transportation project is determined through a number of factors arrived at through the planning process, including MMLOS. Specific improvements are often based on the classification assigned to each roadway section; classifications help determine the expected intensity of roadway use and how the street is intended to interface with surrounding private property. For instance, a street intended for heavy-truck freight will be constructed to different standards than a residential street.
Comp Plan 65	**Vision:** Bremerton strives to promote, manage, and maintain a safe, efficient, and integrated multimodal transportation system to support a healthy and vibrant community, while

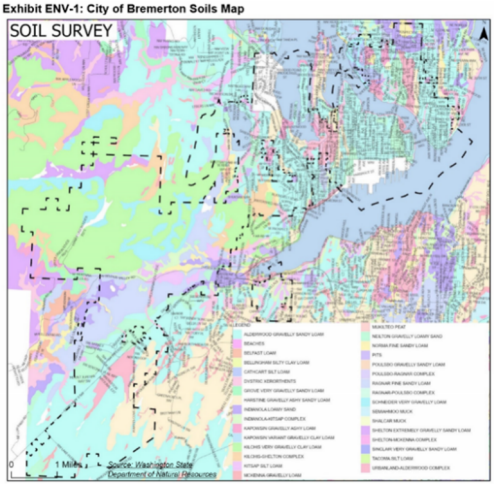
<table>
<tr><td></td><td>minimizing auto-dominance on city roadways through the development of a complete streets vision focused on multimodal functions and level of service.</td></tr>
<tr><td>Comp Plan 67</td><td>TR2(A): Require new development and redevelopment to incorporate transit, pedestrian, and non- motorized (MMLOS) transportation measures during the development review process, including measures such as:
Providing bus and transportation shelters and/or pullouts;
Providing adequate sidewalks, pathways and crosswalks for access by all persons;
Minimizing walking distance between buildings, streets, sidewalks, and transit stops;
Extending the connectivity of the pedestrian, bicycle, and grid street system;
Minimizing auto-dominance on streets by working towards further developing complete streets with nonvehicular multimodal functions and MMLOS;
Incorporating open space, and/or green space in streetscapes to enhance the pedestrian Environment.</td></tr>
<tr><td>City Serv. Apndx CSA-6</td><td>
<table>
<tr><th colspan="2">Exhibit CSA-3: Bremerton Level of Service Standards</th></tr>
<tr><th>Capital Facility/Service</th><th>2024-2044 Level of Service</th></tr>
<tr><td>Fire and Emergency Services</td><td>Bremerton Fire Department has an adopted LOS of 6.0 minutes response time.</td></tr>
<tr><td>Law Enforcement Services</td><td>1.8 police personnel per 1,000 population. 250 square feet per officer</td></tr>
<tr><td>Parks</td><td>The 2020 Parks, Recreation and Open Space (PROS) Plan reflects the City's Level of Service Standard by adopting the 10-Minute Walk Campaign of National Recreation and Park Association (NRPA) standards.</td></tr>
<tr><td>Streets/Transportation</td><td>The Transportation Element established a minimum level-of-service (LOS) standard of LOS E for City roadways. Minimum LOS standards for State routes are established by the Washington State Department of Transportation (WSDOT). WSDOT designates SR 3, SR 304 (Burwell St), and SR 310 (Kitsap Way) as Highways of Statewide Significance (HSS), with a minimum LOS D standard. The WSDOT designates SR 303 (Warren Ave) as a non-HSS route with a minimum LOS E/Mitigated standard, meaning that congestion should be mitigated when peak hour LOS falls below LOS E. Multimodal Level of Service (MMLOS) is defined in Transportation Technical Appendix Attachment F.</td></tr>
<tr><td>Sewer/Wastewater</td><td>Manage the City-owned municipal sewer system in compliance with the requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit which establishes the requirements for collection and treatment of the City's wastewater discharge</td></tr>
<tr><td>Stormwater Management</td><td>Manage the City-owned municipal separate storm sewer system in compliance with the requirements of the Western Washington Phase II Municipal Stormwater Permit and ensure land development is in compliance with the City's Stormwater Management code.</td></tr>
<tr><td>Water</td><td>150 gallons per equivalent residential unit for average daily demand, and 300 gallons per equivalent residential unit maximum day demand.</td></tr>
<tr><td>Public Buildings</td><td>Amount necessary to maintain current space without adding capacity; future planning 1,600 square feet per 1,000 population.</td></tr>
</table>
</td></tr>
<tr><td colspan="2">PARKS IN UNDERSERVED AREAS</td></tr>
<tr><td colspan="2">This policy was revised to clarify future parks should be sited in underserved areas.</td></tr>
<tr><td>Comp Plan 74</td><td>CS2(C): Provide community gathering points within neighborhoods, supported by Programming like City Parks and Recreation and crime prevention education, particularly in underserved areas.</td></tr>
<tr><td colspan="2">WRIGHT CREEK WETLAND SYSTEM</td></tr>
<tr><td colspan="2">The Comprehensive Plan was updated to include requested language related to the Wright Creek Wetland system.</td></tr>
</table>

Comp Plan 81	E3(A): Preserve and protect fish and wildlife habitat conservation areas through regulation, acquisitions, incentives, partnerships with conservation organizations such as the Great Peninsula Conservancy, and other techniques~~,~~. The City should identify the Wright Creek wetland system as a high priority for preservation, ~~including considering~~ support regional initiatives such as the Chico Creek basin project, ~~and~~ other salmon recovery plans, and additional opportunities for environmental protection and enhancement.
Envn Apndx EA-6	Bremerton's western portion contains forested areas and undeveloped lands, including watersheds (Union River, Gorst Creek, Anderson Creek, Wright Creek), which support a high diversity of species. These forests, typically second-growth mixed conifer and deciduous, are home to amphibian species like the tailed frog and Pacific giant salamander, as well as various small mammals (e.g., otters, beavers, shrews, moles, flying squirrels, tree voles). Bird species in forested areas include the chestnut-backed chickadee, varied thrush, Steller's jay, winter wren, and golden-crowned kinglet. Forests also provide critical nesting and refuge habitats for many animals. Owls, woodpeckers, and waterfowl often use tree cavities for nesting, and there are reports of higher black bear populations in Gorst Creek compared to other Kitsap Peninsula areas.
CLIMATE "CONSIDER" TO "DEVELOP"	
The Comprehensive Plan was updated to include Kitsap Regional Coordinating Council (KRCC), Countywide Planning Policy language to "Develop policies and actions to address climate change".	
Comp Plan 78	**Climate Change** PSRC's Vision 2050 and recent state legislative actions stresses the need for agencies at all levels of government to seek ways to both mitigate and adapt to the effects of climate change. Climate change is influenced by all aspects of our daily lives – from the products we buy, to the places we live, to how we transport ourselves, among other things – and also has the potential to impact all aspects of our daily lives – from our health to our infrastructure, to the food we consume and the water we drink. In 2023, the State Legislature added a climate change and resiliency element to the list of elements that must be included within comprehensive plans. HB 1181 requires jurisdictions to address the adverse impacts of climate change on people, property, and ecological systems, and identify actions the jurisdiction will take to reduce greenhouse gas emissions (GHG) and vehicle miles traveled (VMT) under this new element, which is required to be adopted in 2029. VISION 2050 identifies multicounty policies and actions for the region and local governments to implement to address climate change — to both reduce emissions and to increase resilience to impacts – spanning all sectors throughout the document. Kitsap Countywide Planning Policies similarly identifies policies and actions to address climate change, such as: ● Focusing growth in urban areas, centers, and high-capacity transit areas. ● Support programs to reduce greenhouse gas emissions and to increase energy conservation and alternative/clean energy. ● Establish programs and policies that maintain and increase forests and vegetative cover. ● Develop policies and actions to address climate change. ● Recognize state and regional targets to reduce greenhouse gas emissions.

MAPPING REFERENCES

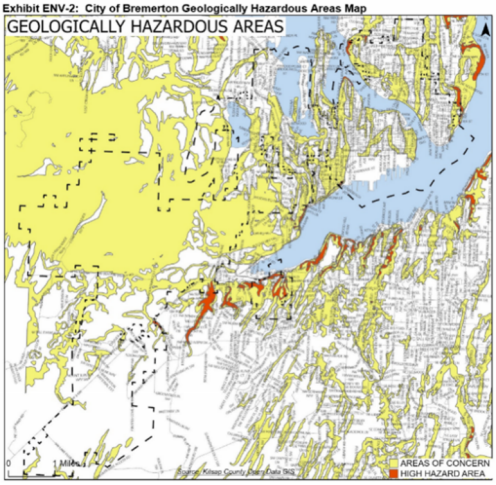
References were added to maps located in the Environmental Element Appendix.

Exhibit ENV-1: City of Bremerton Soils Map



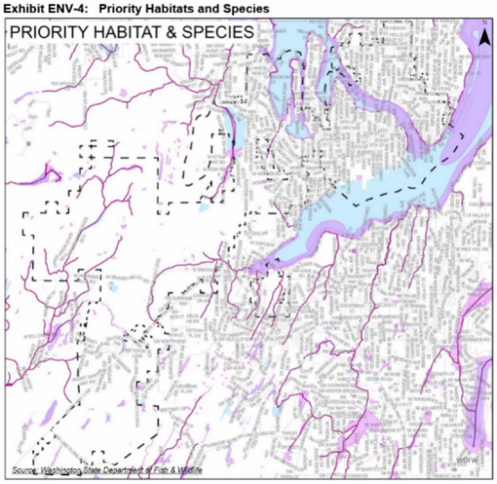
Added reference to Washington State Department of Natural Resource

Exhibit ENV-2: City of Bremerton Geologically Hazardous Areas Map



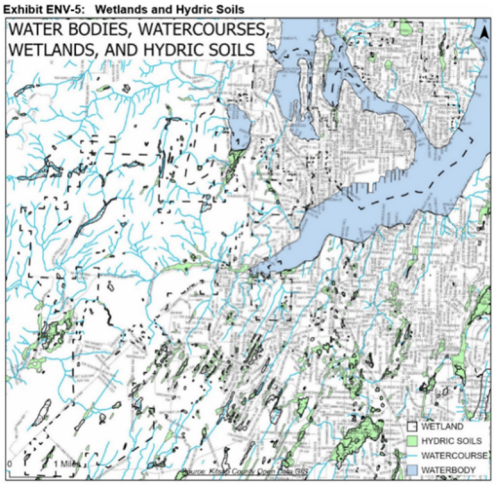
Added reference to Kitsap County Open Data GIS

Exhibit ENV-4: Priority Habitats and Species



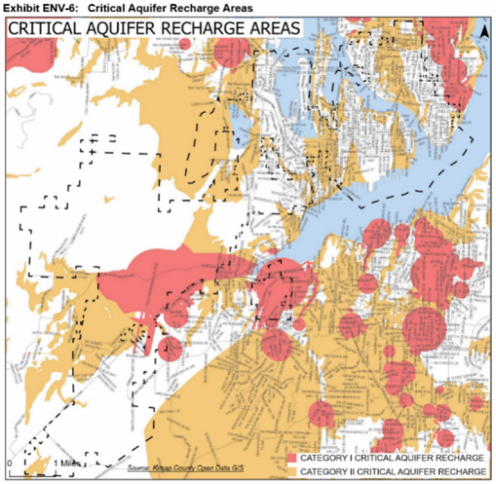
Added reference to Washington State Department of Fish & Wildlife

Exhibit ENV-5: Wetlands and Hydric Soils



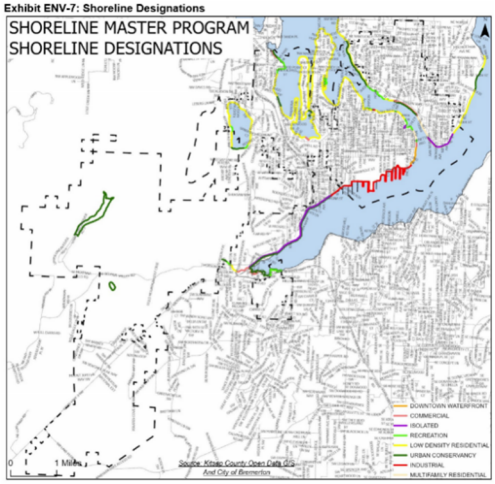
Added reference to Kitsap County Open Data GIS

Exhibit ENV-6: Critical Aquifer Recharge Areas



Added reference to Kitsap County Open Data GIS

Exhibit ENV-7: Shoreline Designations



Added reference to Kitsap County Open Data GIS

Attachment F. Multimodal LOS and Transportation Concurrency System

May 19, 2025

TO: Vicki Grover, PE
City of Bremerton

FROM: Andrew L. Bratlien, PE, PTOE

SUBJECT: Multimodal Level of Service and Transportation Concurrency System Development

This memorandum describes the statutory basis, structure, and suggested implementation process for Multimodal Level of Service (MMLOS) standards and a transportation concurrency management system for the City of Bremerton. The policies described herein comply with current Washington State Growth Management Act (GMA) and Revised Code of Washington (RCW) requirements by incorporating guidance from the Washington State Department of Transportation (WSDOT), Washington Department of Commerce, and local agencies which have successfully adopted similar programs.

The adoption of the MMLOS standards described in this memorandum would require a revision of the Bremerton Municipal Code (BMC).

CONCURRENCY BACKGROUND

Washington State Growth Management Act

The Washington State Growth Management Act (GMA) requires cities and counties to provide public infrastructure, including transportation facilities and services, concurrent with new development. For transportation facilities, the GMA defines "concurrent" as any necessary "improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

Transportation concurrency requires that the impacts of new development do not reduce transportation Level of Service (LOS) below the responsible agency's adopted LOS standards. If it is determined during the development review process that the proposed land use action would reduce LOS below the adopted standard, the development must be modified to reduce its transportation impact or provide corrective transportation improvements. Transportation improvements, which may include project funding, must be identified and programmed within a six-year period from development permitting. Should any of these requirements fail to be met, the development proposal cannot be granted approval.

Recent Legislative Changes

Washington House Bill (HB) 1181, passed in 2023 and codified as RCW 36.70A.070, added several local agency transportation planning requirements. In addition to an increased emphasis on per-capita Vehicle-Miles Traveled (VMT) reductions and a requirement to calculate multimodal travel demand forecasts, HB 1181 required agencies to adopt Multimodal Level of Service (MMLOS) standards:

"…for all locally owned arterials, locally and regionally operated transit routes that serve urban growth areas, state-owned or operated transit routes that serve urban areas if [WSDOT] has prepared such standards, and active transportation facilities to serve as a gauge to judge performance of the system…"

The City of Bremerton is therefore required to adopt MMLOS standards for locally owned arterials, transit services/facilities, and active transportation facilities.

MULTIMODAL LOS STANDARDS

The multimodal LOS (MMLOS) standards described in this section will provide a basis for a GMA-compliant transportation concurrency system for the City of Bremerton.

The Pedestrian LOS and Bicycle LOS standards identified herein will guide development mitigation requirements. They provide a mechanism through which to implement the Pedestrian and Bicycle Level of Traffic Stress (LTS) measures defined in the Transportation Element of the Bremerton Comprehensive Plan and the future Active Transportation Plan. Through this process, LTS standards guide the design of nonmotorized transportation improvements while the following LOS standards determine the extent of improvements necessary to maintain transportation concurrency.

Intersection Capacity Level of Service

Intersection capacity LOS methods and thresholds are defined by the Transportation Research Board *Highway Capacity Manual*. LOS is typically expressed as a letter score from LOS A, representing free flow conditions with minimal delays, to LOS F, representing breakdown flow with high delays. In urban street networks, intersections typically constitute mobility chokepoints and are the focus of LOS analyses. Intersection LOS delay thresholds and descriptions are provided in **Table 1**.

Table 1. Level of Service Thresholds

LOS	Intersection Delay (sec/veh)		Description
	Signal and Roundabout	Stop-Controlled	
A	≤10	≤10	Free flow. Low volumes and little or no delays.
B	>10 – 20	>10 – 15	Stable flow. Minimal delays.
C	>20 – 35	>15 – 25	Stable flow. Moderate delays.
D	>35 – 55	>25 – 35	Approaching unstable flow with higher delays.
E	>55 – 80	>35 – 50	Unstable flow with significant delays. Volumes at or near capacity. Longer queues may form.
F	>80	>50	Forced flow. Long delays with stop-and-go traffic. Oversaturated conditions; may involve very long queues.

Bremerton has adopted a minimum LOS E standard for City streets. Minimum LOS standards for State routes are established by the Washington State Department of Transportation (WSDOT). WSDOT designates SR 3, SR 304 (Burwell St), and SR 310 (Kitsap Way) as Highways of Statewide Significance (HSS), with a minimum LOS D standard. The WSDOT designates SR 303 (Warren Ave) as a non-HSS route with a minimum LOS E/Mitigated standard, meaning that congestion should be mitigated when peak hour LOS falls below LOS E.

Local agencies are required to monitor transportation concurrency on all locally owned arterial roadways. State-owned facilities are statutorily exempt from concurrency requirements. However, local agencies are not prohibited from programming improvements on state-owned facilities.

A total of 83 intersections in the City of Bremerton are located at the intersections of collector and arterial streets. This includes 33 intersections on WSDOT-owned collector or arterial routes which are optional for transportation concurrency management. The list of suggested concurrency intersections is provided in Attachment 1.

Pedestrian LOS

Developments will provide for pedestrian safety and mobility, including adequate connections to existing pedestrian facilities. Proximity to nonmotorized trip generators, such as, but not limited to, schools, parks, and commercial establishments shall be considered when evaluating pedestrian LOS. Particular attention shall be given to school walk routes. The following pedestrian LOS standards will apply:

1. **Ultimate Pedestrian LOS**. The ultimate pedestrian facility design includes a minimum six-foot sidewalk with curb and gutter, paved multi-use path, or other approved facility. Specific requirements may identify the need for additional safety precautions. The ultimate facility type will be determined by the Active Transportation Plan and priority networks.
2. **Minimum Pedestrian LOS**. A minimum pedestrian facility shall include one of the following:
    a. A minimum five-foot paved shoulder with adequate delineation for safety;
    b. Other conditions may be considered equivalent to the minimum pedestrian facility at the sole discretion of the City Engineer.

The application of these standards for concurrency is described in the “Concurrency Requirements” section of this memorandum.

Bicycle LOS

Developments will provide for bicycle safety and mobility, including adequate connections to existing bicycle facilities. The type of facility will be determined by the Active Transportation Plan and priority networks. Proximity to planned bicycle routes shall be considered when evaluating bicycle LOS. The following bicycle LOS standards will apply:

1. **Ultimate Bicycle LOS**. The ultimate bicycle facility design includes a striped bike lane, marked shared-use lane including necessary pavement markings, or paved shared-use path with adequate delineation for safety. Specific requirements may identify the need for additional safety precautions.
2. **Minimum Bicycle LOS**. A minimum bicycle facility shall include one of the following:
    a. A minimum six-foot paved shoulder and including adequate delineation for safety;
    b. Other conditions may be considered equivalent to the minimum bicycle facility at the sole discretion of the City Engineer.

The application of these standards for concurrency is described in the “Concurrency Requirements” section of this memorandum.

Street Design LOS

Street design standard LOS facilitates construction of multimodal street facilities consistent with City of Bremerton design standards. The application of these standards for concurrency is described in the "Concurrency Requirements" section of this memorandum.

1. **Ultimate Street LOS**. The street system will meet geometric, right-of-way width, and street section standards defined in the Comprehensive Plan, Engineering Design & Construction Standards, and Bremerton Municipal Code, and any site-specific project requirements. This will include, but not be limited to, traffic control, drainage, other utilities, pedestrian facilities, transportation facility design, construction, right-of-way, and easement dedications, for all transportation facilities, including frontage improvements and arterial connections in conformance with criteria set forth in the ultimate design LOS. Other utilities and appurtenances shall be constructed to meet City standards concurrent with the street construction.
2. **Three-Quarter Street LOS**. The street system shall consist of sidewalk, curb, gutter, all utilities, and appurtenances, and one-half of the ultimate pavement width on the development side of the right-of-way, plus a minimum 14-foot pavement width on the opposite side of the street. The total width shall not exceed the ultimate design width. This will include, but not be limited to, traffic control, drainage and other utilities, pedestrian facilities, transportation facility design, construction, right-of-way, and easement dedications, for all transportation facilities, including frontage improvements and arterial connections in conformance with criteria set forth in the ultimate design LOS. Other utilities and appurtenances shall be constructed to meet City standards concurrent with the street construction. The City Engineer may evaluate the pavement condition index (PCI) when recommending requirements for development.
3. **Minimum Street LOS**. A minimum 30-foot-wide paved street section centered on the ultimate design cross section with sufficient traffic capacity to serve existing and project-generated traffic. Drainage may be in surface ditches or a subsurface conveyance. This will include, but not be limited to, traffic control, drainage and other utilities, pedestrian facilities, transportation facility design, construction, right-of-way, and easement dedications, for all transportation facilities, including frontage improvements in conformance with criteria set forth in the ultimate street design LOS. Other utilities and appurtenances shall be constructed to meet City standards concurrent with street construction. The City Engineer may evaluate the pavement condition index (PCI) when recommending requirements for development.

Site Design LOS

The development shall mitigate all on-site transportation impacts. Mitigation shall be based on compliance with the Comprehensive Plan, Engineering Design & Construction Standards, Bremerton Municipal Code, and any site-specific requirements. This mitigation shall include, but not be limited to, transportation facility design and construction, right-of-way, and easement dedications for all transportation facilities, including frontage improvements and street connections through the site, as well as improvements to the interior of the site.

Transit Access LOS

Transit route ridership is monitored by Kitsap Transit (KT). Action to delete service or significantly alter routes and schedules are reviewed on a case-by-case basis by the KT Board of Commissioners after input from the Community Advisory Committee. New service requests and changes are regularly assessed based on new housing developments and/or citizen requests.

CONCURRENCY REQUIREMENTS

All developments shall meet development standards for intersection capacity LOS, pedestrian LOS, bicycle LOS, street design LOS, site design LOS, and transit access LOS. The criteria for determining the applicable standard for determining compliance with MMLOS requirements shall include, but not be limited to, the volume of traffic generated or to be generated on the arterial street system from a development at full build-out during the most critical or highest volume hour of the day, hereafter referred to as the peak hour. The peak hour trip generation shall be determined by a traffic impact analysis.

The design and nature of ultimate pedestrian and bicycle LOS facilities are guided by the Active Transportation Plan and Level of Traffic Stress (LTS), which will be considered when determining whether a development meets LOS standards

Compliance with the multimodal LOS standards will be based on the following criteria:

A. Fewer Than 10 Peak Hour Trips. If a project generates fewer than 10 peak hour vehicle trips, the City Engineer shall determine the necessity of the project to meet all or a portion of the MMLOS requirements. The City Engineer shall consider the following when making this determination:
    1. Proposed developments in the area;
    2. Proximity of adjacent ultimate, three-quarter street, and/or minimum LOS improvements;
    3. Adequacy and condition of street frontage improvements;
    4. Proximity to nonmotorized trip generators such as, but not limited to, schools, parks, and commercial businesses;
    5. Anticipated impacts of project;
    6. Capacity of the affected arterial street system.
B. Ten to 75 Peak Hour Trips. If a project generates 10 to 75 peak hour trips, the following MMLOS standards are necessary to achieve concurrency:
    1. Street Frontage. Three-quarter street LOS improvements must be in place on the project street frontage.
    2. Adjacent Street System.
        a. Minimum Street LOS Improvements. Minimum street LOS improvements must be in place on the adjacent street system to the point where they connect to an arterial street that meets the three-quarter street LOS on the same side of the street as the development.
        b. Minimum Pedestrian LOS and Bicycle LOS. Minimum pedestrian LOS and bicycle LOS improvements must be in place on the adjacent street system to the point where they connect to or intersect with an arterial street that meets the three-quarter street LOS on the same side of the street as the development. Improvements may be considered connected to adjacent improvements on the opposite side of the street, if the connection is made with an approved nonmotorized crossing facility at a controlled intersection, providing protection to nonmotorized travelers with a stop sign or traffic signal, at the discretion of the City Engineer.
    3. Capacity LOS. Intersections and segments impacted by traffic from the development as identified in the project traffic impact analysis shall be evaluated for capacity LOS.

Intersections on the arterial street system that are impacted by peak hour traffic generated by the development shall be required to meet capacity LOS standards. All or a portion of the development shall be denied or delayed until deficient intersections meet capacity LOS standards.

C. More Than 75 Peak Hour Trips. If a project or any phase of a project generates more than 75 peak hour trips, concurrency impacts and mitigation requirements will be determined according to the permit processing, review, decision and appeal procedures identified in Bremerton Municipal Code (BMC) 20.02.

PROPOSED TRAFFIC IMPACT ANALYSIS AND CONCURRENCY REVIEW SYSTEM

This section describes the proposed administrative steps involved in the implementation of a GMA-compliant traffic impact analysis and concurrency review system. The implementation of this system would require an update to the Bremerton Municipal Code.

The applicant is not required to submit a traffic impact analysis from an independent traffic engineer. Applicants may instead pay to the City a deposit equal to the estimated fee for the City's preparation of a traffic report. The amount of the fee shall be determined by City resolution and paid at the time of transportation concurrency application submittal. The fee shall vary based on the number of new PM peak hour trips generated by the development. The applicant shall be subject to payment of additional fees for any subsequent revisions to the original traffic report. Fees for revisions may be an additional proportion of the original fee depending on the effort involved to revise the traffic report. Even if the traffic report is based on an estimate of impact, the applicant will still be bound by its estimate of impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; mitigation of the additional impact under SEPA; revocation of the concurrency approval.

Concurrency evaluations will be prepared by the City or its traffic engineering consultant to ensure consistency with previously approved and pending developments. The concurrency evaluation will include the following adopted LOS requirements for the development:

A. Pedestrian LOS. The report will identify pedestrian impacts and required mitigation.
B. Bicycle LOS. The report will identify bicycle impacts and required mitigation.
C. Intersection Capacity LOS. Traffic capacity LOS for all development applications shall utilize a citywide traffic model that includes a cumulative traffic forecast of all approved concurrency applications. This forecast shall be the basis for the analysis with each subsequent development application being added to the previous traffic forecast to determine intersection capacity LOS. The report will identify whether traffic impacts of the proposed development are consistent with the currently adopted and funded CIP and impact fee programs. Additional mitigation to maintain capacity LOS will be identified if required, as will any required traffic impact fee.
D. Street Design Standard LOS. The report will identify required frontage and off-site street design LOS requirements and will identify any off-site street improvements eligible for impact fee credits.
E. Site Design LOS. The report will identify any deficiencies in the proposed on-site design.
F. Transit Access LOS. The report will identify any transit access deficiencies or required mitigation.

INTERSECTION LEVEL OF SERVICE ANALYSIS

This section summarizes the current state of the intersection capacity concurrency system.

2023 Intersection LOS Results

Transportation Solutions prepared a citywide intersection Level of Service analysis as part of the ongoing Transportation Element update effort. The methods and assumptions of the LOS analysis are summarized in the memorandum "2023 Intersection Level of Service Analysis," dated May 20, 2024, which will be provided upon request.

The 2023 intersection LOS analysis identified two concurrency intersections which currently operate below their minimum LOS standard. Both LOS-deficient intersections are on WSDOT routes:

- Kitsap Way (SR 310) & Marine Drive operates at LOS E, below the minimum LOS D standard for SR 310. Near-term mitigation may include adaptive signal control.
- Loxie Eagans Blvd & SR 3 southbound ramps operate at LOS F due to delay on the SR 3 southbound off-ramp. As a WSDOT-owned and managed intersection, this location is not subject to GMA concurrency requirements. Mitigation may include a WSDOT-funded traffic signal or roundabout.

Travel Demand Forecasting Methodology

Traffic volume forecasts were developed using the Bremerton travel demand model, which was updated in January 2024 to reflect the latest development inventory, driver behavior, trip generation rates, and traffic counts. The travel demand model was validated using real-world traffic counts at 430 locations to align modeled flows with real-world conditions. The validated model reflects a correlation coefficient (R^2) of 0.96 and a root-mean-squared error (RMSE) of 19% in the PM peak hour analysis period. This is well within state-of-practice guidance for travel demand model validation and represents the best available tool for travel demand forecasting in the City of Bremerton.

2030 Growth Forecast

2030 travel demand growth was forecast based on pipeline development which was verified by City staff. This included a total of 19 projects which were permitted or under construction as of January 2024.

Pipeline projects consist of a total of 1,218 new dwelling units (DU) and 158 new employees. Pipeline development is expected to generate a total of 501 trips during the AM peak hour and 786 trips during the PM peak hour of travel. The pipeline trip generation forecast is summarized in **Table 4**.

Table 4. 2030 Development and Trip Growth

Scenario	Dwelling Units (DU)	Employees	Trip Ends in City	
			AM Peak Hr	PM Peak Hr
Existing (2024)	17,152	35,171	20,147	30,606
Pipeline (2024-2030)	+1,218	+158	+501	+786
2030 Total	**18,370**	**35,329**	**20,648**	**31,392**

2030 Intersection LOS Results

2030 PM peak hour LOS results at the suggested concurrency intersections are provided in Attachment 2. Intersection LOS deficiencies will occur at three WSDOT intersections within the city limits:

- Kitsap Way (SR 310) & Corbet Drive/Wilbert Avenue will operate at LOS F due to delay on the northbound and southbound stop-controlled approaches. Right-in/right-out turn restrictions may be considered at this location. However, turn restrictions would limit access to residential development to the north and south of Kitsap Way. A multilane roundabout would maintain local property access while allowing the intersection to maintain the minimum LOS D standard on SR 310.
- Loxie Eagans Blvd & SR 3 southbound off-ramp will operate at LOS F due to delay on the SR 3 southbound off-ramp. As a WSDOT-owned and managed intersection, this location is not subject to GMA concurrency requirements. Mitigation may include a WSDOT-funded traffic signal or roundabout.
- Burwell St (SR 304) & Warren Ave (SR 303) will operate at LOS E with 60 seconds of delay per vehicle in the PM peak hour. WSDOT has adopted a minimum LOS E/Mitigated standard for SR 303 and a minimum LOS D standard for SR 304. Mitigation may include signal phasing and timing improvements. Specifically, signal phases for the northbound and southbound approaches may be modified from the current split phasing to concurrent (permissive left-turn) phasing.

Kitsap Way (SR 310) & Marine Drive operates at LOS E in 2023 using signal timing plans provided by WSDOT. The minimum LOS standard is satisfied but the intersection is likely to operate with periods of congestion. Intersection operations may be improved to LOS D through 2030 with signal timing improvements. Signal timing improvements may utilize the existing signal hardware. Alternatively, adaptive signal control may be considered to optimize signal timing efficiency at this location.

Actions Needed to Satisfy Minimum Vehicle LOS Standard

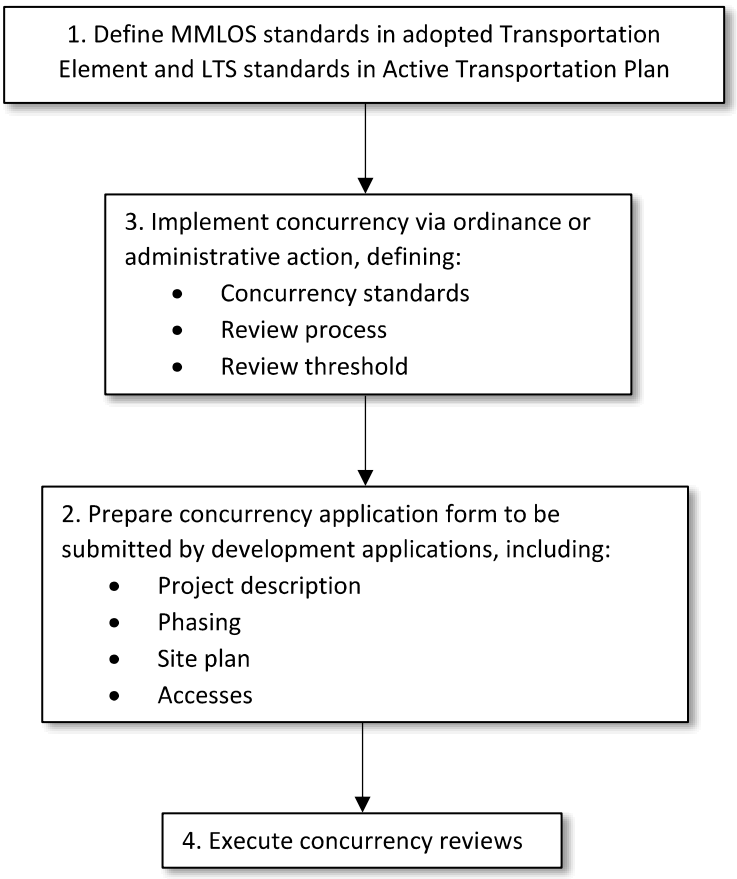
Per Washington Administrative Code (WAC) 365-196-840 (2), the anticipated 2030 intersection LOS deficiencies are on WSDOT routes and are therefore not subject to transportation concurrency requirements. All City-owned intersections operate at or above the City's adopted minimum LOS E standard.

CONCURRENCY MANAGEMENT SYSTEM IMPLEMENTATION PROCESS

This section describes a four-step process toward the adoption of a transportation concurrency management system. The four-step process is summarized below and in Figure 1:

1. **Define MMLOS standards in adopted Transportation Element and LTS standards in the Active Transportation Plan**: The MMLOS standards in the adopted Transportation Element and the LTS standards in the Active Transportation Plan will guide the transportation improvement project list and concurrency management system.
2. **Implement concurrency via ordinance**: After adoption of the updated Transportation Element, the City will implement concurrency management via ordinance. The ordinance will define transportation concurrency standards, the concurrency review process, and the threshold for standalone concurrency review (e.g. projects which generate no fewer than 10 new weekday PM peak hour vehicle trips). Small developments which do not meet the adopted threshold for standalone concurrency review may be granted concurrency and incorporated to the concurrency management system in batches based on a trip threshold (e.g. batches of 10 new trips) or on a fixed time interval (e.g. an annual analysis of all small projects).
3. **Prepare concurrency application form**: The City will provide development applicants with a concurrency application form which will provide the information necessary for concurrency review. This includes a brief description of the nature and size of the development (in housing units, enclosed floor area, or other relevant metric), any proposed construction or occupancy phasing, a preliminary site plan, and a description of any proposed site accesses.
4. **Execute concurrency reviews**: Concurrency reviews will be prepared by the City's on-call traffic engineer. The City may adopt a two-tier review process which provides development applicants the option of using the City's on-call traffic engineer for the full review process or to use their own traffic engineer to prepare a traffic impact analysis which will subsequently be reviewed and incorporated to the City's concurrency system by the City's on-call traffic engineer. The two-tier review process is summarized below:
    a. Tier 1 "Limited Review:" Applicants will submit a transportation concurrency application to the City. The City's on-call traffic engineer will generate a trip generation, distribution and assignment forecast using the City's concurrency forecasting models and will provide the resulting forecasts as well as a recommended Traffic Impact Analysis (TIA) scope to the applicant's traffic engineer. The applicant's traffic engineer will prepare a TIA using the provided forecasts and scope and will document any development-related transportation impacts and necessary mitigation strategies, as applicable.
    b. Tier 2 "Full Review:" Applicants will submit a transportation concurrency application to the City. The City's on-call traffic engineer will analyze transportation concurrency (GMA) impacts as well as other transportation-related impacts which are beyond the scope of transportation concurrency (i.e. SEPA impacts). The City's on-call traffic engineer will prepare a report summarizing the project's GMA and SEPA impacts and any recommended improvement strategies. The report will include a transportation concurrency approval or denial recommendation based on the findings of the review.

Figure 1. Suggested Transportation Concurrency Management System Implementation



SUGGESTED CONCURRENCY REVIEW METHODOLOGY

This section outlines a two-tier transportation concurrency management system which will provide permit applicants the option of using the City's on-call traffic engineer ("Full Review") or their own traffic engineer ("Limited Review") for concurrency analysis. Work tasks associated with each proposed transportation review tier are summarized below.

Tier 1: Transportation Concurrency Review ("Limited Review")

1. **Confirm project understanding.** Applicants will submit a transportation concurrency application which will contain the following information:

    a. Preliminary site plan, including proposed site access locations, off-street parking, frontage improvements, and on-site circulation, as applicable.

b. Project description, including parcel numbers, zoning, existing uses, proposed uses, proposed quantity (number of dwelling units or gross square feet), construction phasing, and proposed off-site improvements, as applicable.

c. Project trip generation forecast, including AM peak hour, PM peak hour, and daily trips, prepared by a licensed Professional Engineer. Transportation Solutions will review submitted trip generation forecast.

2. **Input proposed use and trips to travel demand model.** Project-generated PM peak hour trips will be input to the Bremerton travel demand (Visum) model. The calculated trip assignment forecast will be used to develop the TIA scope described in the following step.

3. **Provide TIA scope to applicant.** The City's on-call engineer will prepare a scoping memorandum which includes:

   a. Project trip assignment figure/s generated by Visum model. These figures will identify project trips at all concurrency intersections with greater than 10 PM project trips.

   b. Pipeline "Without Project" intersection LOS models for all intersections with greater than 10 PM project trips. This forecast will include the cumulative growth associated with all permitted development excluding the project. The applicant's engineer will calculate "With Project" traffic forecast by adding project-generated trips based on the trip assignment figures provided in the preceding step.

   c. Description of any project-specific analysis requirements.

The applicant's traffic engineer will prepare a TIA report based on the scoping memorandum and material provided by the City's on-call engineer. The impact analysis will consider safety impacts (including review of five-year crash history in study area), site access operations, off-street parking, circulation, and queuing, as necessary.

The TIA report should document the actions needed to achieve concurrency using the data provided by the City's on-call engineer.

4. **Review applicant-submitted TIA report**. The City's on-call engineer will provide a peer review of the applicant-submitted TIA report, reviewing analysis methods, assumptions, findings, and recommendations. The City's on-call engineer will issue a concurrency approval letter or denial letter based on the findings of this review.

<u>Tier 2: Transportation Concurrency ("Full Review")</u>

1. **Confirm project understanding.** Applicants will submit a transportation concurrency application which will contain the following information:

   a. Preliminary site plan, including proposed site access locations, off-street parking, frontage improvements, and on-site circulation, as applicable.

   b. Project description, including parcel numbers, zoning, existing uses, proposed uses, proposed quantity (number of dwelling units or gross square feet), construction phasing, and proposed off-site improvements, as applicable.

2. **Gather traffic data** necessary for review, including turning movement counts, parking demand data, queueing data, or trip generation data, as necessary. Data collection expenses will be charged directly, in addition to the transportation concurrency review fee.
3. **Calculate project trip generation forecast** based on Institute of Transportation Engineers *Trip Generation Manual 11th Edition* or other available data, as necessary.
4. **Input proposed use and trips to travel demand model.** Project-generated PM peak hour trips will be input to the Bremerton travel demand (Visum) model.
5. **Analyze transportation concurrency (GMA) impacts**, analyzing all concurrency intersections citywide to identify cumulative impacts of new development trips. Identify intersection LOS deficiencies and mitigation projects which may be required to maintain systemwide concurrency.
6. **Analyze localized (SEPA) traffic impacts**. The impact analysis will consider safety impacts (including review of five-year crash history in study area), site access operations, off-street parking, circulation, and queuing, as necessary. Sight distance analysis will not be included in the SEPA review.

   The SEPA analysis will identify any potentially significant adverse impacts and will provide mitigation recommendations, as necessary.
7. **Summarize findings and recommendations in technical memorandum** and issue a transportation concurrency approval letter or denial letter based on the findings of the review.

TRANSPORTATION CONCURRENCY REVIEW FEES

Transportation concurrency review fees can be assessed on a fixed-fee basis according to an adopted two-tier fee schedule. A sample is provided in Attachment 3 and is intended for reference only. Developments which do not fit any of the land use categories in the adopted fee schedule will be assessed a review fee based on the project's PM peak hour trip generation forecast.

For some unique developments, it may not be possible to quickly develop a reliable project trip generation forecast for the purposes of developing a fee estimate. In these cases, the transportation concurrency review fee will be assessed as a not-to-exceed task order and services will be billed on a time and materials basis. The City of Bremerton may return any unspent budget to the applicant after completion of the concurrency review.

Attachment 1. Suggested Transportation Concurrency Management System Intersections

Attachment 2. 2030 Intersection LOS Results

Attachment 3. Sample Transportation Concurrency Review Fee Schedule

EXISTING POLICIES RELATED TO EMERGENCY MANAGEMENT

(NOTE: Council requested information related to Emergency Management in the Comprehensive Plan. The following existing policies provide that information.)

TR3(J): Increase the resilience of the City's transportation system and support strategies for security and emergency management responses.

CS2(A): Prepare emergency preparedness plans including instruction for public staff and for community members regarding services and support locations available immediately following an incident.

EXISTING POLICIES RELATED TO MULTIMODAL LEVEL TRANSPORTATION

(NOTE: Alterations to the Comprehensive Plan are not included here, please see Comprehensive Plan Revisions Matrix for changes responding to the 5/14 Study Session)

LAND USE ELEMENT

LU4(B): Provide multimodal options and standards that have connectivity throughout the City, especially linking centers and neighborhoods for all modes of transportation.

LU4-NB(A): Support multimodal transportation options, including pedestrian and bicycling options, to this designation through supportive development regulations.

ECONOMIC DEVELOPMENT ELEMENT

ED4. Recognize the relationship between transportation and economic development by working collaboratively with other governmental agencies to improve multimodal transportation options and routes.

ED4(A): Pursue alternative transportation monies, including federal dollars typically spent on the interstate system, for fast-ferry research and other multimodal investments and improvements.

TRANSPORTATION ELEMENT

Puget Sound Regional Council Consistency
PSRC coordinates transportation and other planning efforts between King, Kitsap, Pierce, and Snohomish counties to ensure, "*The* region *has a sustainable, equitable, affordable, safe, and efficient multimodal transportation system, with specific emphasis on an integrated regional transit network that supports the Regional Growth Strategy and promotes vitality of the economy, environment, and health*."
The framework for this shared multimodal transportation system is published in Vision 2050. Multimodal transportation includes walking, biking, transit, rail, cars and trucks. Vision 2050 calls for growth near current and future high- capacity transit facilities, with a goal for 65% of the region's population growth and 75% of the region's employment growth to be located in regional growth centers and areas within walking distance of high-capacity transit. Vision 2050 also supports the transition to a cleaner transportation system through investments in zero emission vehicles, low carbon fuels and other clean energy options.
"[. . .]"

Investing in Growing Communities - The Regional Transportation Plan is closely integrated with the VISION 2050 Regional Growth Strategy and its goals of 65%of population and 75% of employment growth near high-capacity transit. It lays out a vision for a multimodal transportation

system that serves both existing communities and areas where we expect significant population and employment growth.
"[. . .]"

Kitsap Regional Coordination Council
All jurisdictions within Kitsap County coordinate on shared transportation systems and agree to abide by shared policies called Countywide Planning Policies (CPPs). KRCC also supports multimodal transportation options for member jurisdictions while reducing the rate of growth in auto traffic, including the number of vehicle trips, the number of miles traveled, and the length of vehicle trips taken, for both commute and non-commute trips. The CPPs call for a transportation system that promotes human health and reduced green-house gas emissions, by investing in high-occupancy vehicle lanes, public transit, vanpool/ carpool facilities, electric and other low emission vehicles including buses, charging stations for all types of electric vehicles, bicycle and shared mobility options, and partnerships with the private sector.

TR1(A): Support and participate in cooperative regional transportation planning processes to ensure a multimodal transportation system that supports the Regional Growth Strategy and consistency and connectivity throughout the region.

TR1(D): Evaluate and establish appropriate multimodal Level of Service (LOS) standards for all City streets and identified in City's Transportation Functional Plan.

TR1(H): Inventory and assess parking capacity needs in the Downtown area.

- Work with the Naval Base Kitsap, Washington State Ferries, the City of Bremerton, and other major employers in the Downtown Core to address parking demands and their impacts on urban development.
- Encourage major employers to address and plan for increased parking demands. Encourage efforts to address increased parking demands through parking structures, transportation facilities, and other multimodal solutions rather than promoting or expanding surface parking.
- Acknowledge the negative impacts surface parking has on urban renewal, economic growth, and the environment, and avoid increased surface parking.

TR3(C): Further develop the Complete Streets ordinance, with a context-sensitive design focus to ensure multimodal improvements fit the community in which they are located, to better be utilized within the City.

TR5(G): Work with Washington State Ferries, Kitsap Transit and other possible service providers to coordinate transit schedules of multiple modes of transportation, and to further transportation conveniences including multimodal options.

TR5(L): Provide a prioritized list of transportation projects that supports the Comprehensive Plan vision. That prioritized list should include projects that support the regional Downtown Center and Puget Sound Industrial Center-Bremerton that furthers the City's Centers Concept or approved by a functional plan. Prioritize multimodal investments in centers and high-capacity station areas.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, adopting the City of Bremerton Comprehensive Plan and affiliated subarea plans (Downtown, and Puget Sound Industrial Center-Bremerton Subarea Plans) pursuant to the State of Washington's Growth Management Act, Chapter 36.70A RCW, and repealing ordinances relating to the Comprehensive Plan.

WHEREAS, the City of Bremerton adopted a revised Comprehensive Plan in 2016; and

WHEREAS, the Growth Management Act of 1990 (GMA) established statewide goals, guidelines, and procedural requirements to guide the development, coordination, implementation and financing of long-range comprehensive plans; and

WHEREAS, in 2022 the City initiated a public process to update the 2016 Comprehensive Plan to continue to pursue a more effective growth strategy as identified in 2022; and

WHEREAS, the updated plan process was based on a land use inventory, a build-out analysis, and the City's capacity to deliver urban services to support desired growth; and

WHEREAS, the Kitsap Countywide Planning Policies point to Growth Centers as geographic areas with the capacity to accommodate growth and development; and

WHEREAS, the updated plan process was guided by the GMA as well as Centers growth strategies adopted by the Puget Sound Regional Council (Vision 2050) and in updated Kitsap Regional Coordinating Council Countywide Planning Policies; and

WHEREAS, the Planning Commission held a public workshop and public hearing on September 19, 2022, regarding the Council District Profiles, potential Work Program and Public Participation Plan; and

WHEREAS, the updated process was guided by the Work Program and the Public Participation plan that was adopted on November 2, 2022, by City Council as Resolution No. 3354; and

WHEREAS, City staff attended and participated in over 100 public events (local business association meetings, special events, farmers market etc.) from 2022 through April 21, 2025 to increase awareness and encourage public participation in the Comprehensive Plan Update process; and

WHEREAS, in fall 2023, City staff and the City Council representative walked through each Council district to identify assets and develop a characterization for each district; and

WHEREAS, the identification of assets and development of a characterization for each district led to creation of the individual District Profiles that were released for public comment and input for the Comprehensive Plan Update; and

WHEREAS, in late 2024 Town Hall meetings were held for each City Council District, using the District Digests as guidance, resulting in feedback from the Councilmembers and their constituents regarding potential updates to the Comprehensive Plan; and

WHEREAS, in accordance with RCW 43.21(c) and WAC 197-11, a Determination of Significance and Request for Comments on Scope of Environmental Impact Statement (EIS) was issued on December 28, 2022, with a comment period through January 27, 2023; and

WHEREAS, a Draft Environmental Impact Statement (DEIS) was issued on October 18, 2024, with a comment period beginning October 18, 2024, and extending through December 2, 2024; and

WHEREAS, the Planning Commission unanimously selected a Preferred Alternative on December 16, 2024, from three options provided in the Draft Environmental Impact Statement (DEIS); and

WHEREAS a Final Environmental Impact Statement (EIS) was issued on April 7, 2025; and

WHEREAS, the Downtown Subarea Plan/Downtown Regional Growth Center was adopted in 2007 with Ordinance Number 5034 and amended with Ordinances 5202 (2012), 5299 (2016), and 5363 (2018), and continues to remain applicable; amendments with this Comprehensive Plan Update (**Exhibit C)** include consolidation of several land use zones into a mixed-use zone with an 80-foot height limit and no maximum density; and removal of parking minimums throughout the Subarea; and

WHEREAS, the Puget Sound Industrial Center-Bremerton (PSIC-B) Subarea Plan was adopted in 2012 with Ordinance No. 5188, amended in 2016 under Ordinance No. 5299 and 2018 under Ordinance No. 5363, and continues to remain applicable; amendments with this Comprehensive Plan Update (**Exhibit D)** include additional flexibility in zoning criteria, and removal of redundant information related to stormwater and transportation; and

WHEREAS, the following functioning plans adopted prior to the 2024 Comprehensive Plan update will remain applicable: Water Systems Plan (Resolution No. 3360), Wastewater Comprehensive Plan (Ordinance 5268), Stormwater Management Plan (Ordinance 3364), Nonmotorized Transportation Plan (Ordinance 5037) and related transportation studies, and the Parks, Recreation and Open Space Plan (Ordinance No. 5395); and

WHEREAS, copies of the Draft Comprehensive Plan, affiliate subarea plans and the environmental determination were made available to citizens and organizations and were distributed to local jurisdictions, libraries, and state agencies for the mandatory sixty-day review period; and

WHEREAS, as identified in **Exhibit A**, Planning Commission's Findings and Conclusions, the Bremerton Planning Commission held numerous public workshops and a public hearing on the Draft Comprehensive Plan and affiliate subarea plans which concluded on April 21, 2025, at which time, after consideration of public input and the presentations by Staff, the Commission recommended approval of the Draft Comprehensive Plan including affiliate subarea plans to the City Council; and

WHEREAS, the Bremerton City Council held numerous public presentations at City Council meetings between November 2, 2022 and May 21, 2025 to present the separate Comprehensive Plan elements; these presentations were televised and posted on the City website for further public outreach; and

WHEREAS, On May 23, 2025 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the City Council public hearing; and

WHEREAS, at a public hearing that concluded on June 4, 2025, City Council considered public input, the presentation from staff on the Draft Comprehensive Plan affiliate subarea plans, the hearings records and the Planning Commission recommendation on the 2024 Comprehensive Plan as set forth in **Exhibit B** and the affiliated subarea plans as set forth in **Exhibit C and D**; and

WHEREAS, the Bremerton City Council finds that the 2024 Comprehensive Plan and affiliated subarea plans as recommended by the Planning Commission presented in **Exhibits B, C,** and **D**, meets the goals and intents of the Growth Management Act; are consistent with the Puget Sound Regional Council's regional growth strategy based on Centers; are fully consistent with Kitsap County Countywide Planning Policies; reflects the early, open and continuous input of Bremerton citizens through the Council-approved Public Participation Program; are supported by environmental analyses; furthers the City's interests in efficient delivery of urban governmental services; and offers expanded choices for housing, transportation, and economic growth, consistent with the quality of life values of the community; 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 incorporated by reference.

SECTION 2. *Planning Commission Findings.* The findings and conclusions of the Bremerton Planning Commission as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, are hereby adopted.

SECTION 3. *2016 Comprehensive Plan Repealed.* The 2016 Comprehensive Plan and Ordinance No. 5299 adopting and amending the 2016 Comprehensive Plan are hereby repealed and replaced in their entirety by the adoption of this

ordinance. The repealing of the 2016 Comprehensive Plan and the ordinances adopting and amending the plan herein does not repeal or affect any vested rights established by said plan and ordinances.

SECTION 4. *2024 Bremerton Comprehensive Plan adopted.* The 2024 Comprehensive Plan and appendices, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, is hereby adopted as the new Bremerton Comprehensive Plan.

SECTION 5. *Downtown Subarea Plan.* The Downtown Regional Growth Center Subarea Plan (DSAP) as adopted by Ordinance No. 5034 and most recently amended by Ordinance No. 5363, is hereby repealed and replaced as set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

SECTION 6. *Puget Sound Industrial Center-Bremerton Subarea Plan.* The Puget Sound Industrial Center-Bremerton Subarea Plan (PSIC-B) as adopted by Ordinance No. 5188 and most recently amended by Ordinance No. 5363, is hereby repealed and replaced as set forth in **Exhibit D**, attached hereto and incorporated herein by this reference.

SECTION 7. *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 8. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

APPROVED by the City Council the_____ day of _____, 2025

PASSED by the City Council the_____ day of _____, 2025

_____
ERIC YOUNGER, Council President

Approved this _____ day of _____, 2025

_____
GREG WHEELER, Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____

ANGELA HOOVER, City Clerk KYLIE FINNELL, City Attorney

PUBLISHED the_____ day of _____, 2025
EFFECTIVE the_____day of _____, 2025
ORDINANCE NO. _____

Comprehensive Plan Update 2024
Public Hearing

Comprehensive Plan (Ord 5511)
Development Regulations (Ord 5512)
Development Regulations (Ord 5513)

Study Session May 28, 2025

Comprehensive Plan Ord 5511

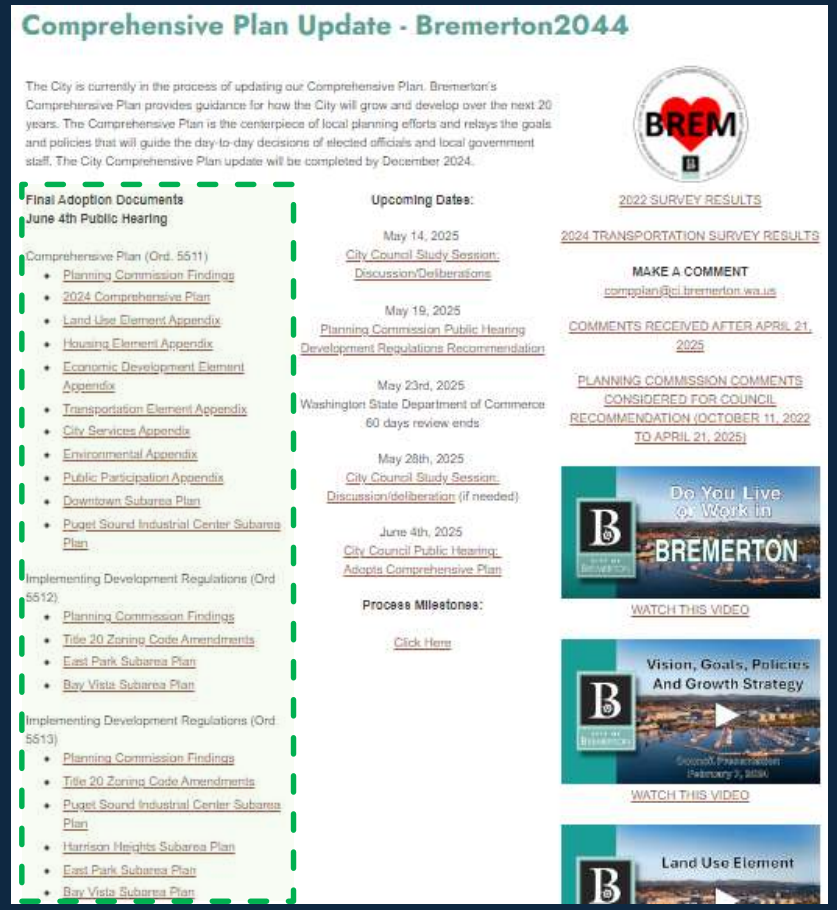
Comprehensive Plan, Final Documents

City Council Packet

ATTACHMENTS:
Council Requested Alterations Matrix
Ordinance
Exhibit A: Findings and Conclusion of the Planning Commission
Exhibit B: 2024 Comprehensive Plan
- Exhibit B.1: Land Use Appendix
- Exhibit B.2: Housing Element Appendix
- Exhibit B.3: Economic Development Element Appendix
- Exhibit B.4: Transportation Element Appendix
- Exhibit B.5: City Services Element Appendix
- Exhibit B.6: Environmental Element Appendix
- Exhibit B.7: Public Participation Appendix

Exhibit C: Downtown Subarea Plan
Exhibit D: Puget Sound Industrial Center Subarea Plan

Bremerton2044.com



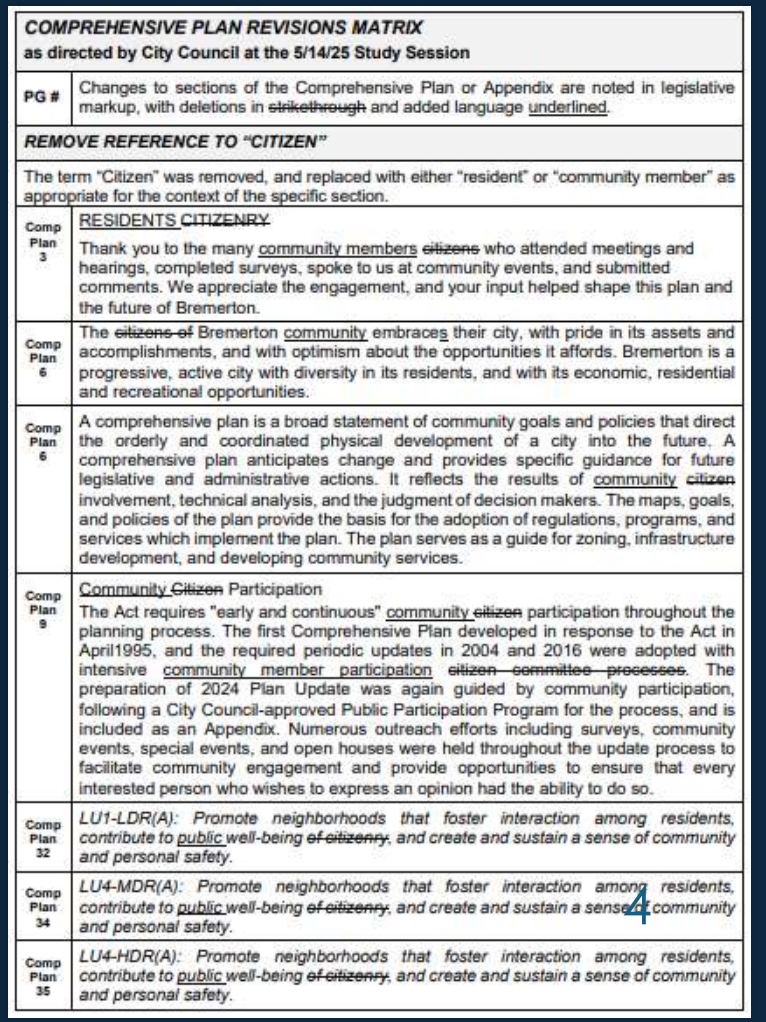
Comprehensive Plan Revisions Matrix

Revisions requested by Council 5/14 Study Session

- Remove reference to "citizen"
- Multimodal transportation (including updated TTA Attachment F MMLOS)
- Parks in underserved areas
- Wright Creek wetland system
- Climate Change "consider" to "develop"
- Mapping references

Additional information requested by Council 5/14 Study Session

- Policies related to emergency management
- Policies related to multimodal transportation



COMPREHENSIVE PLAN REVISIONS MATRIX as directed by City Council at the 5/14/25 Study Session	
PG #	Changes to sections of the Comprehensive Plan or Appendix are noted in legislative markup, with deletions in ~~strikethrough~~ and added language underlined.
REMOVE REFERENCE TO "CITIZEN"	
The term "Citizen" was removed, and replaced with either "resident" or "community member" as appropriate for the context of the specific section.	
Comp Plan 3	RESIDENTS ~~CITIZENRY~~ Thank you to the many community members ~~citizens~~ who attended meetings and hearings, completed surveys, spoke to us at community events, and submitted comments. We appreciate the engagement, and your input helped shape this plan and the future of Bremerton.
Comp Plan 6	The ~~citizens of~~ Bremerton community embraces their city, with pride in its assets and accomplishments, and with optimism about the opportunities it affords. Bremerton is a progressive, active city with diversity in its residents, and with its economic, residential and recreational opportunities.
Comp Plan 6	A comprehensive plan is a broad statement of community goals and policies that direct the orderly and coordinated physical development of a city into the future. A comprehensive plan anticipates change and provides specific guidance for future legislative and administrative actions. It reflects the results of community ~~citizen~~ involvement, technical analysis, and the judgment of decision makers. The maps, goals, and policies of the plan provide the basis for the adoption of regulations, programs, and services which implement the plan. The plan serves as a guide for zoning, infrastructure development, and developing community services.
Comp Plan 9	Community ~~Citizen~~ Participation The Act requires "early and continuous" community ~~citizen~~ participation throughout the planning process. The first Comprehensive Plan developed in response to the Act in April1995, and the required periodic updates in 2004 and 2016 were adopted with intensive community member participation ~~citizen committee processes~~. The preparation of 2024 Plan Update was again guided by community participation, following a City Council-approved Public Participation Program for the process, and is included as an Appendix. Numerous outreach efforts including surveys, community events, special events, and open houses were held throughout the update process to facilitate community engagement and provide opportunities to ensure that every interested person who wishes to express an opinion had the ability to do so.
Comp Plan 32	*LU1-LDR(A): Promote neighborhoods that foster interaction among residents, contribute to public well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*
Comp Plan 34	*LU4-MDR(A): Promote neighborhoods that foster interaction among residents, contribute to public well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*
Comp Plan 35	*LU4-HDR(A): Promote neighborhoods that foster interaction among residents, contribute to public well-being ~~of citizenry~~, and create and sustain a sense of community and personal safety.*

Questions about Comprehensive Plan Ord 5511?

Development Regulations Ord 5512

Development Regulations Ord 5512

Discussed April 23rd Study Session, Public Hearing May 7th, May 14th Study Session:

- Downtown Subarea Plan (Mapping changes, market-based parking, no max density, increased height)
- Puget Sound Industrial Center Subarea Plan - with updated CFP section (Development Regulations consistent with Market Study)
- Bay Vista Subarea Plan (Mapping changes, mixed use in Village Commercial)
- East Park Subarea Plan (Mapping changes, including Madrona Forest)
- Zoning Code: Unit Lot Subdivision, Middle & Multifamily Housing, Lighting Regulations, Height Increases (GC, R-40, and R-18 zones), density, and design standards

Questions about Development Regulations Ord 5512?

Development Regulations Ord 5513

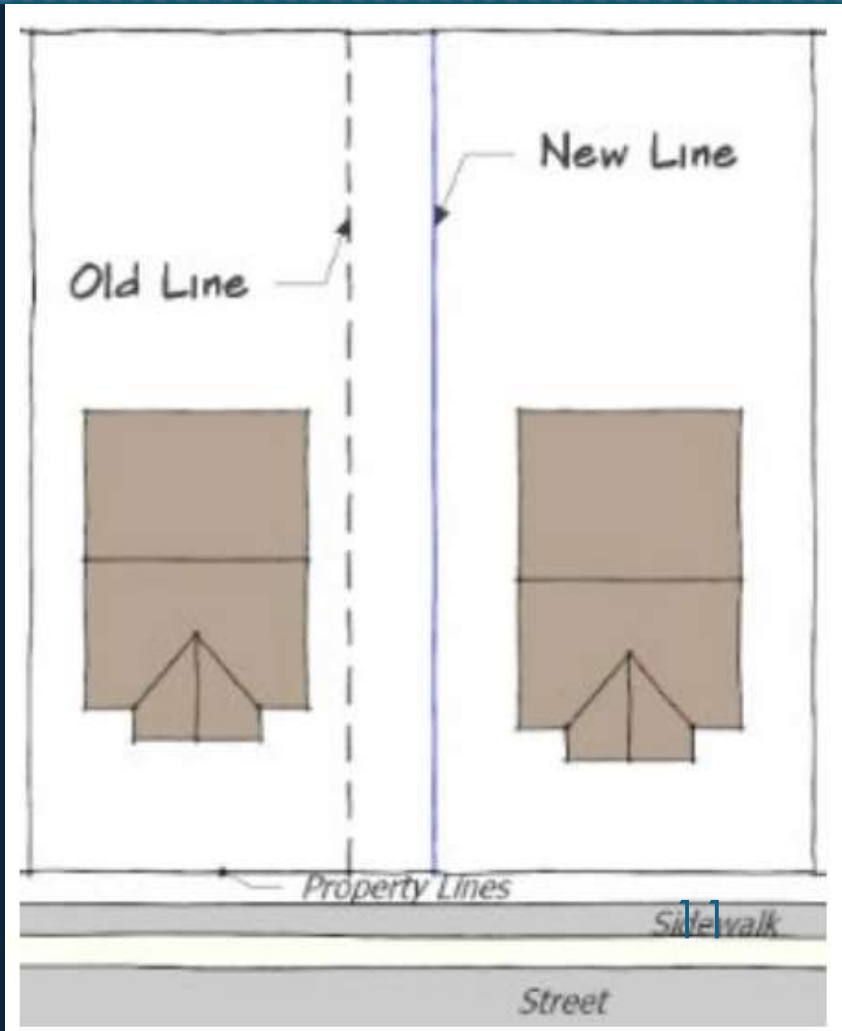
Development Regulations Ord 5513

Planning Commission Public Hearing/Recommendation May 19th:

- Boundary Line Adjustment
- Family Daycare Providers
- Co-living Housing
- New Housing in Nonconforming Buildings
- Residential Cluster Development
- Market-based parking (BMC and all Subarea Plans)

Boundary Line Adjustment (BLA)

- *Flexibility*. Update allows minor deviations from dimensional standards of the zone.
- *Documentation*. Additional options for submitted final documents.
- *Clarification*. Revised for clarity throughout.



Family Daycare Provider (RCW 36.70A.450)

- *Intensity*. Business with up to 12 children permitted in any residential or mixed-use zone.
- *Loading*. Must conform with State standards for safe loading areas.
- *Notification*. Must provide notice to adjoining property owners.

Co-living Housing (RCW 36.70A.535)

- *Meaning*. Residential development with sleeping units that are independently rented sleeping space, in which residents share kitchen facilities with residents of other units in the building.
- *Minimum Lot Size*. The minimum density of the underlying zone allows at least six multifamily residential units.
- *Density*. Sleeping units count as one-quarter of a dwelling unit.

New Housing In Nonconforming Buildings (RCW 35.21.990)

- *Use Conversion*. Allows the conversion of existing commercial buildings to multifamily uses (must have received an occupancy permit at least 3-years).
- *Existing Nonconformity*. City cannot deny a permit based on nonconforming height, setbacks, modulation, etc.
- *Bonus Density*. State required 50% density bonus (except when life/safety standards cannot be met, or within critical areas or their buffers).

Residential Cluster Development

- *Parking*. Removed minimum parking standards.
- *Open Space*. Updated open space requirement to 15% to match Kitsap County.
- *Lot Size*. Removed lot size requirements.

Market-based Parking

Recent State Mandate: SB 5184

"The legislature finds that predetermined on-site parking requirements needlessly drive up the cost of development, particularly housing; discourage walking and multimodal transit usage; and encourage excessive reliance of automobiles with attendant impacts on human health and greenhouse gas emissions. The legislature further finds that the amount of parking that a project actually needs should be determined on a case-by-case basis by permit applicants sensitive to actual market conditions rather than a one size-fits-all regulation."

SB 5290 Legislation

State Required Parking Regulation:

- Maximum of .5 parking spaces per multifamily unit
- Maximum of 1 parking space per single-family unit
- Maximum of 1 space per 500 sqft nonresidential use
- Exempt from parking: affordable housing, residences under 1,200 square feet, senior housing, etc.

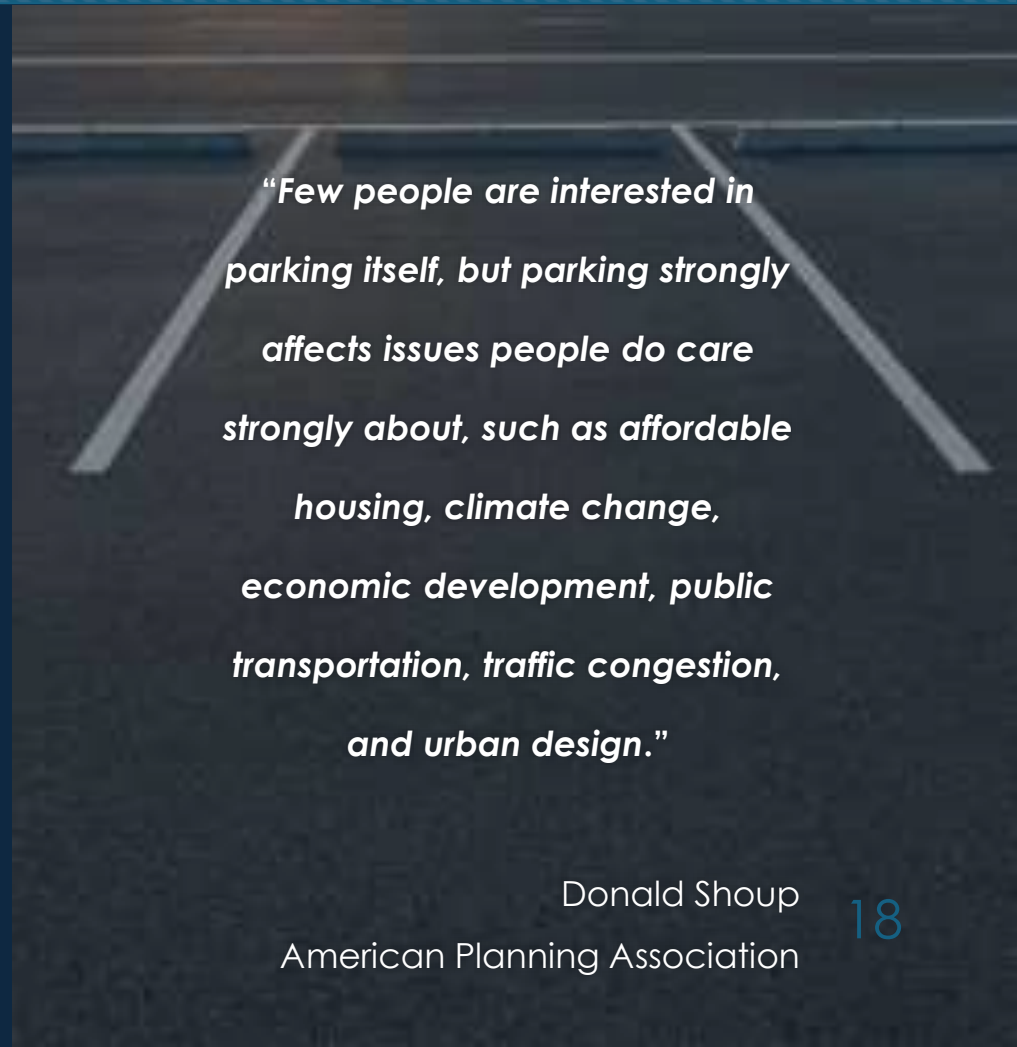
Market-based Parking

Market-based parking, what is it?

After considering different recommendation options that include:

- Reduce parking minimums
- Consider a temporary moratorium on parking
- Or completely transition to market-base parking

The Planning Commission unanimously recommended the City Council transition to market-based parking following the May 19th Public Hearing.



"Few people are interested in parking itself, but parking strongly affects issues people do care strongly about, such as affordable housing, climate change, economic development, public transportation, traffic congestion, and urban design."

Donald Shoup
American Planning Association

Market-based Parking: Urban Design

"Parking minimums increase the distance between destinations, making cities and towns less walkable, thereby perpetuating a cycle of less viable transit and mobility options, the need for more driving and consequently even more parking."

Mary Smith PE
Shared Parking
Urban Land Institute

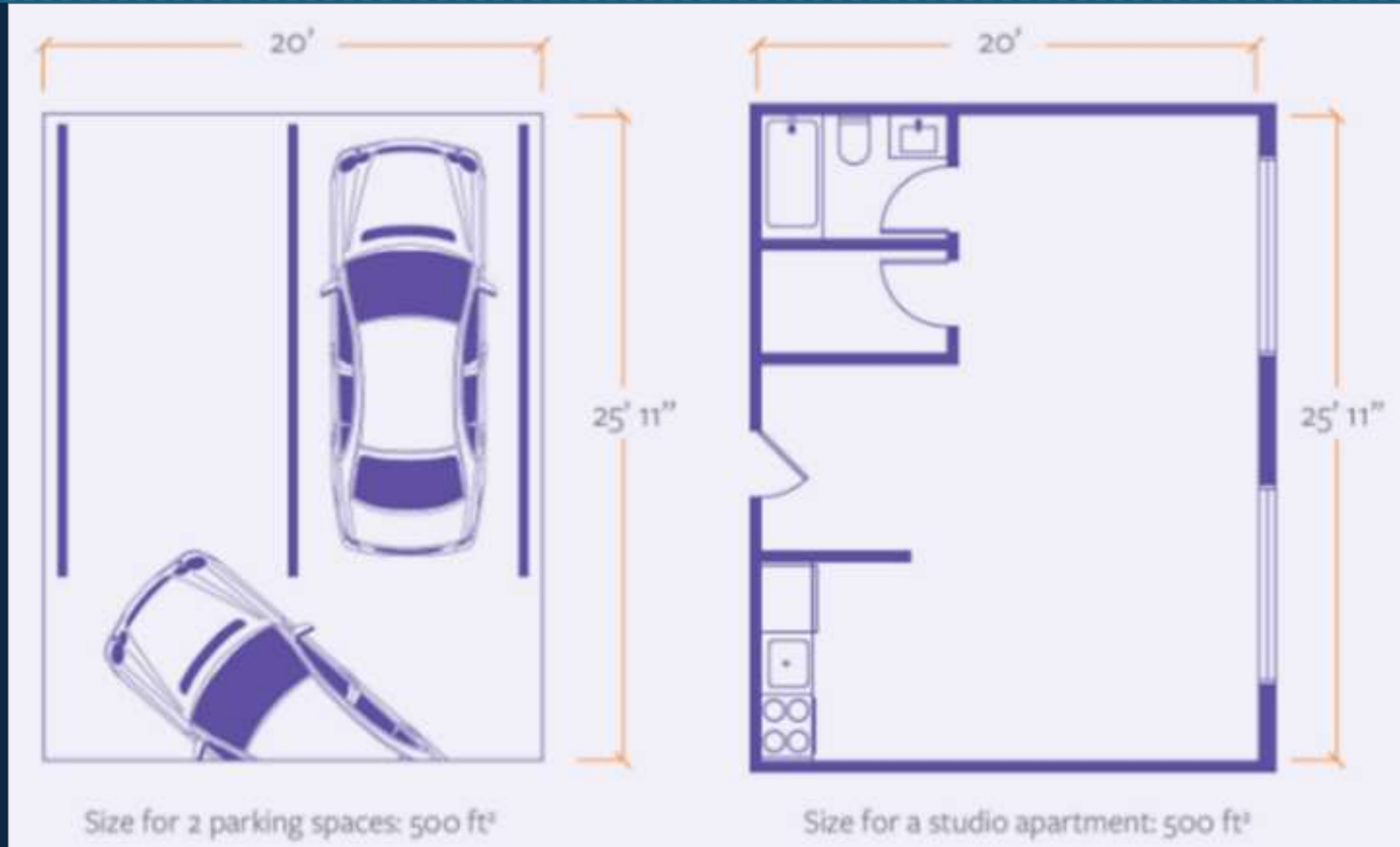
Market-based Parking: Housing

"It's not about parking. It's about housing. We're in a housing crisis. We're not in a parking crisis."

Representative Strom Peterson
21st legislative district

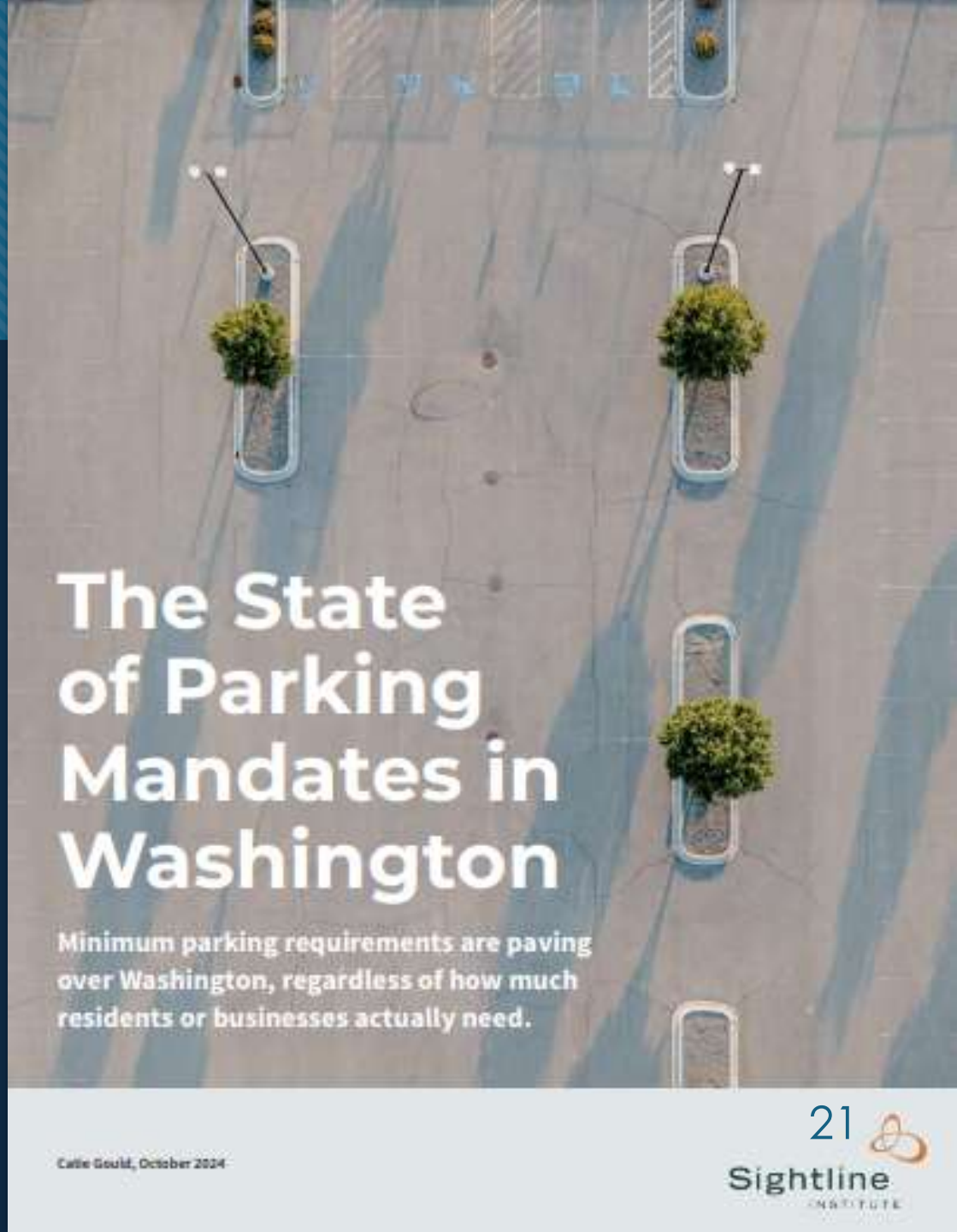
Cost of Developing Parking

- 17% of a unit's rent can be attributed to parking
- New parking in a development can cost as much as $40,000 a stall



Sightline Report

- 1 in 4 homeowner households in Washington have one or no cars, but 91% of parking codes require two or more off-street parking spaces for every detached home.
- 58% of all Washington renter households own one or no cars.
- Across the state, 59% of localities require additional parking for larger apartments, increasing barriers for family-sized units.



Market-based Parking: Other PSRC Metro Cities

"Although bus transit is important, it is commuter rail transit that significantly reduces suburban to center city single-occupancy vehicle (SOV) commuting."

Shared Parking, Urban Land Institute

Market-based Parking:
Potential Unintended Consequences

1. Obstruct public facilities (sidewalk/bike lanes)
2. Areas in the City without sidewalks and bike lanes
3. Transit options not as developed as other PSRC cities
4. Parking in landscape areas (stormwater/city streets)
5. Increased emissions when looking for parking

Questions about Development Regulations Ord 5513?

June 4th: 3 Public Hearings, 3 Ordinances

Recommended Motions for each Ordinance are found in Study Session packet:

- Comprehensive Plan (Ord 5511)
- Development Regulations (Ord 5512)
- Development Regulations (Ord 5513)

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B10

SUBJECT:
Proposed Public Hearing on Ordinance to amend Title 20 of the Bremerton Municipal Code entitled "Land Use", commonly known as the Zoning Code, including adopting the official zoning map and various related development regulations, and to amending development regulations of adopted Subarea Plans

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	DCD
Presenter:	Garrett Jackson
Phone:	(360) 473-5289

SUMMARY: The Comprehensive Plan is being updated (under separate ordinance) pursuant to the Growth Management Act's requirements for periodic update. Pursuant to RCW 36.70A.040 Land Use development regulations must be updated to be consistent with the newly updated Comprehensive Plan. The Bremerton Municipal Code (BMC) Title 20 contains the City's development regulations, as does our adopted subarea plans, and these regulations are proposed to be updated with this ordinance.

The Planning Commission unanimously made a recommendation to the City Council to adopt modifications to Title 20 and subarea plans following a Public Hearing on April 21, 2025. City Council held a public hearing May 7, 2025, and held Study Sessions on May 14 & May 28, 2025 for deliberation to shape the Planning Commission's recommendations for final adoption. It is expected that the City Council will adopt the changes to the City's development regulations, subarea plans and adoption of the City's official zoning map following a public hearing that is scheduled June 4, 2025.

ATTACHMENTS:
Ordinance
Exhibit A: Findings and Conclusion of the Planning Commission
Exhibit B: Bremerton Municipal Code Title 20 (Zoning Code) amendments
- Unit Lot Subdivision
- Lighting Regulations
- Middle & Multifamily Housing
- Various development regulations such as density, structure height, design standards, etc.

Exhibit C: East Park Subarea Plan
Exhibit D: Bay Vista Subarea Plan

FISCAL IMPACTS (Include Budgeted Amount): None.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ to amend the Title 20 of the Bremerton Municipal Code entitled "Land Use" commonly known as the zoning code, adopting the official zoning map, and amending development regulations of adopted Subarea Plans.

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

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Title 20 of the Bremerton Municipal Code entitled "Land Use," commonly known as the zoning code, adopting the official zoning map, and amending development regulations of adopted Subarea Plans.

WHEREAS, the proposed updates to Title 20 of the Bremerton Municipal Code entitled "Land Use" meets the requirements of the Washington State Growth Management Act (GMA) and is intended to satisfy the requirement for consistency between development regulations and the Comprehensive Plan as required pursuant to RCW 36.70A.040; and

WHEREAS, the City is concurrently updating its Comprehensive Plan (under a separate ordinance) pursuant to the Growth Management Act of 1990 (GMA); and

WHEREAS, in passing Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023), the Washington State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations, and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature; and

WHEREAS, the State legislature further found that homes developed at higher densities are more affordable by design for Washington residents; and

WHEREAS, the proposed amendments to Title 20 ("zoning code amendments") represent development regulations that are consistent with the 2024 City of Bremerton Comprehensive Plan, implement a wide range of goals and policies from the Plan, and move the City forward toward achieving the State's housing goals; and

WHEREAS, the proposed zoning code amendments will amend the regulations for land division to add a category of Unit Lot Subdivision, which applies zoning development standards to the parent lot versus individual unit lots; and

WHEREAS, the proposed zoning code amendments will revise Middle Housing regulations to exempt critical areas from the increased densities required per HB 1110, and amend allowed uses within the residential zones to include Middle Housing and Multifamily uses, and amend Zoning Code definitions to include terms related to Middle Housing; and

WHEREAS, the proposed zoning code amendments will revise minimum densities within the high density land use zones to create consistency; and

WHEREAS, the proposed zoning code amendments include revision of the lighting regulations language to address potential light pollution of the night sky; and

WHEREAS, the proposed zoning code amendments will revise the Zoning Code Definitions to reflect Middle Housing regulations required by HB 1110; and

WHEREAS, the Downtown Subarea Plan is updated to consolidate zoning districts, revise regulations for individual zones, and update the definitions and procedures, as well as removal of the minimum parking requirements for development, and a prohibition of new commercial parking uses; and

WHEREAS, the Puget Sound Industrial Center (PSIC-B) Subarea Plan is updated to revise the introduction, definitions, development standards and incentives, right of ways, and sustainable guidelines; and

WHEREAS, minor updates are proposed to the Bay Vista Subarea Plan, adding Mixed Use and density requirements to the Village Commercial zone; and

WHEREAS, minor updates are proposed to the East Park Subarea Plan, limited to mapping updates to be consistent with the Comprehensive Plan Preferred Alternative; and

WHEREAS, the proposed zoning code amendments contain the official zoning map that implements the official land use map illustrated in the 2024 Comprehensive Plan; and

WHEREAS, in accordance with RCW 43.21(c) and WAC 197-11, a Determination of Significance and Request for Comments on Scope of Environmental Impact Statement (EIS) was issued on December 28, 2022, with a comment period through January 27, 2023; and

WHEREAS a Draft Environmental Impact Statement (DEIS) was issued on October 18, 2024, with a comment period from October 18 through December 2, 2024; and

WHEREAS a Final Environmental Impact Statement (EIS) was issued on April 7, 2025; and

WHEREAS, the zoning code amendments incorporated continuous and open public involvement and adequate public notice, and underwent numerous public hearings and workshops at both the Planning Commission and City Council levels; and

WHEREAS, public comment was received throughout the duration of the zoning code amendment process and the comments were considered as part of the development of the regulations; and

WHEREAS, On May 23, 2025 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the City Council public hearing; and

WHEREAS, the Bremerton City Council considered public input and the Planning Commission findings and recommendation on the zoning code amendments and affiliated subarea plan updates; and

WHEREAS, the Bremerton City Council finds that Title 20 of the Bremerton Municipal Code as amended meets the requirements of the Growth Management Act and fully implements the 2024 Comprehensive Plan Update; 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 incorporated by reference.

SECTION 2. *Planning Commission Findings.* The findings and conclusions of the Bremerton Planning Commission, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, are hereby adopted.

SECTION 3. *Land Use Code Amended.* Title 20 of the Bremerton Municipal Code entitled "Land Use," commonly known as the zoning code, is hereby amended as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

SECTION 4. *Subarea Plans*. The East Park Subarea Plan and Bay Vista Subarea plan are hereby repealed and replaced as set forth in **Exhibits C** and **D**.

SECTION 5. *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 6. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

APPROVED by the City Council the_____ day of _____, 2025

PASSED by the City Council the_____ day of _____, 2025

_____
ERIC YOUNGER, Council President

Approved this _____ day of _____, 2025

_____
GREG WHEELER, Mayor

ATTEST:

_____
ANGELA HOOVER, City Clerk

APPROVED AS TO FORM:

_____
KYLIE FINNELL, City Attorney

PUBLISHED the_____ day of _____, 2025
EFFECTIVE the_____day of _____, 2025
ORDINANCE NO. _____

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FINDINGS AND DETERMINATION OF THE CITY OF BREMERTON PLANNING COMMISSION

Summary – The Commission recommends that the City Council adopt the proposed amendments to Bremerton Municipal Code (BMC) Title 20, the Downtown Subarea Plan, Puget Sound Industrial Center (Bremerton) Subarea Plan, Bay Vista Subarea Plan, and East Park Subarea Plan, to support implementation of the 2024 Comprehensive Plan Update. The Comprehensive Plan is the blueprint document on how the City should develop to accommodate the future growth within the next twenty years (to 2044), and the proposed development regulations would implement that vision.

I. FINDINGS OF FACT - GENERAL

1. Project Description

Title 20 of the Bremerton Municipal Code (BMC), and individual subarea plans, regulate Land Use for the City, which includes the uses, development regulations, and permitting procedures related to development of individual lots. Zoning Code Amendments proposed with this report are intended to support implementation of the 2024 Comprehensive Plan Update.

Substantive amendments proposed can be summarized by the following:

- Zoning Code (Title 20): amendments are proposed to BMC 20.12 (Land Division regulations) related to Unit Lot Subdivision, Definitions (BMC 20.42) related to Middle Housing, General Development Standards (BMC 20.44) related to light pollution, Special Development Standards (BMC 20.46) related to Middle Housing, Low Density Residential (BMC 20.60) related to allowed uses and lot requirements, General Commercial (BMC 20.62) related to height, density, and mixed uses, District Center Core (BMC 20.70) related to minimum density, the repeal of Business Core (BMC 20.74), Downtown Core (BMC 20.75) related to repeal of parking criteria, Medium Density Residential (BMC 20.78) related to allowed uses, lot requirements, and maximum height, High Density Residential (BMC 20.79) related to minimum density, Neighborhood Business (BMC 20.82) related to minimum density, and Institutional (BMC 20.98) related to minimum density.
- Downtown Subarea Plan (DSAP): a complete update to the DSAP is proposed with the Comprehensive Plan Update, including revisions to definitions, procedures, development regulations for individual zones, the Bonus Amenity Program, and consolidation of zoning districts.
- Puget Sound Industrial Center-Bremerton (PSIC-B): A complete update to the PSIC-B Subarea Plan is proposed with the Comprehensive Plan Update, including revisions to the introduction, definitions, development standards, right of ways, sustainable design guidelines, and development incentives.
- Bay Vista Subarea Plan (BVSAP): Minor updates proposed to the BVSAP for consistency with the Comprehensive Plan Update, with an addition of Mixed Use to the intent of the

Village Commercial zone and density requirements added. Mapping for the zone has been updated to be consistent with the Preferred Alternative.

- East Park Subarea Plan: Minor updates proposed to the EPSAP for consistency with the Comprehensive Plan Update are limited to mapping updates to be consistent with the Preferred Alternative.

2. Procedural History

Proposed amendments were published concurrently on the City webpage April 7, 2025 with the 2024 Comprehensive Plan Update Final Environmental Impact Statement (FEIS). Notification of the FEIS, and availability of Final Draft Documents for the Comprehensive Plan, was sent at that time to agencies, affected tribes, and other interested parties. Feedback for proposed development regulations was sought concurrently with the comprehensive planning process:

- **2.3 Postcards October 2022** A mass mailing was sent out to Bremerton residents and property owners, providing information on the Comprehensive Plan Update and how to participate.
- **2.5 Planning Commission Workshop: Economic Development – November 21, 2022**
- **2.6 SEPA EIS Scoping – December 28, 2022** Request for comments. Comment Deadline January 27, 2023
- **2.7 Planning Commission Workshop: Land Use – February 27, 2023**
- **2.8 Planning Commission Workshop: Housing – March 20, 2023**
- **2.12 Planning Commission Workshop: Land Use – July 17, 2023**
- **2.13 Planning Commission Workshop: Housing – September 18, 2023**
- **2.15 Planning Commission Workshop: Environment, and Draft Downtown Subarea Plan – October 16, 2023**
- **2.16 City Council Walking Tour of Districts – Fall/Winter 2023** Staff and most of the City Council Representatives walked each district to identify potential updates to the Comprehensive Plan.
- **2.19 City Council Study Session and Meeting: Preliminary review of Comprehensive Plan Vision, Goals, and Policies, and Council District Digests – January 24 and February 7, 2024**
- **2.20 Planning Commission Workshop: Draft Downtown Subarea Plan and Parking Standards – February 26, 2024**
- **2.21 Planning Commission Guest Speaker Arne Bakker (Port of Bremerton), and Puget Sound Industrial Center Subarea Plan – March 18, 2024**
- **2.22 Planning Commission: Review of Comprehensive Plan Goals and Policies – June 17, 2024**
- **2.23 Planning Commission Workshop: Draft Downtown Subarea Plan – July 15, 2024**
- **2.24 Planning Commission Workshop: Puget Sound Industrial Center Subarea Plan and Transportation Element – August 19, 2024**
- **2.25 Planning Commission Workshop: Land Use and Housing Appendices, and Downtown Subarea Plan, Alternative Parking Standards – September 16, 2024**

- **2.26 City Council Meeting: Land Use Element – September 18, 2024**
- **2.27 City Council Meeting: Housing Element – October 16, 2024**
- **2.28 Draft Environmental Impact Statement issued October 18, 2024** Public comment period through December 2, 2024
- **2.29 Planning Commission Workshop: Draft Environmental Impact Statement & Project Permitting – October 21, 2024**
- **2.30 Joint Public Meeting, City Council Districts 1 and 2: Update on Comprehensive Planning Process – October 29, 2024**
- **2.31 City Council Meeting: Economic Development Element – November 6, 2024**
- **2.32 Public Meeting, City Council District 7: Update on Comprehensive Planning Process – November 14, 2024**
- **2.33 Public Meeting, City Council District 3: Update on Comprehensive Planning Process – November 18, 2024**
- **2.34 Planning Commission Workshop: Zoning Code Amendments and Permit Process – November 18, 2024**
- **2.35 Public Meeting, City Council District 5: Update on Comprehensive Planning Process – November 19, 2024**
- **2.37 Public Meeting, City Council District 4: Update on Comprehensive Planning Process – November 21, 2024**
- **2.38 Public Meeting, City Council District 6: Update on Comprehensive Planning Process – November 25, 2024**
- **2.39 Public Meeting, City Council District 6: Update on Comprehensive Planning Process – December 9, 2024**
- **2.40 Planning Commission Workshop: Select Preferred Alternative – December 16, 2024**
- **2.41 Planning Commission Workshop: Transportation Element/Draft Active Transportation Plan & Zoning Code Amendments – January 27, 2025**
- **2.43 Planning Commission Workshop: Draft City Services Technical Appendices, Off-Street Parking – February 24, 2025**
- **2.45 Department of Commerce 60 day review submittal, March 24, 2025**
- **2.46 Planning Public Hearing: Comprehensive Plan Recommendation – April 21, 2025.** Planning Commission made recommendation to City Council for adoption.

3. Public Comment

Public comment was received throughout the duration of the Comprehensive Plan Update. Comments were received in various formats including letters, e-mails, survey responses, postcard, and public testimony at workshops and hearings. The Planning Commission considered all public comment provided. The Department of Community Development has maintained a written comment matrix with Staff response throughout the project and has maintained an Interested Parties list that was used for public notification. See Public Participation Appendix, Comprehensive Plan Section 8.7, for more detail.

4. SEPA Determination

As the City is updating the current (2016) Comprehensive Plan and associated currently adopted development regulations, much of the environmental review will continue to be applicable, however additional review needed to be conducted to address the minor changes. The City provided a Determination of Significance and Scoping Notice for an Environmental Impact Statement (EIS) on December 28, 2022. The public comment period for scoping comments expired on January 27, 2023. A Draft EIS (DEIS) was issued October 18, 2024 with the public comment deadline of December 2, 2024. The Notice of Availability for the Final Environmental Impact Statement (FEIS) was issued on April 7, 2025.

5. Consistency

Text amendments to Title 20 shall meet the decision criteria outlined in BMC 20.18.020(d). The Planning Commission may recommend a decision, and the City Council may adopt or adopt with modifications, amendments to Title 20 if the following criteria are met:

5.1 The amendments are consistent with the goals and policies of the Comprehensive Plan:

Analysis: The proposed amendments continue to uphold the objectives and goals of the Comprehensive Plan, and implement the following policies:

- Housing Element, Policy H2(A).
  Support the private sector's efforts to provide a full range of housing options to meet the needs of all ages and demographics.
- Housing Element, Policy H3(A).
  Provide opportunities for the production of new housing for all incomes, ages, and family types through infill by stimulating growth of non-traditional housing types such as townhomes, carriage units, accessory dwelling units, and duplexes in locations where they will seamlessly infill into the fabric of the existing neighborhoods.
- Housing Element, Policy H4(F).
  Promote increased housing density to provide a broader customer base for more affordable public services including utilities.
- Land Use Element, Policy LU1(B).
  Coordinate Bremerton's growth consistent with the Kitsap Countywide Planning Policies and the Puget Sound Regional Council's Vision 2040, and state requirements.
- Land Use Element, Policy LU3(I).
  Promote infill and concurrent infrastructure improvements in areas that are already developed in order to preserve rural areas, open spaces, and ecological functioning lands within the City.

III. CONCLUSIONS & RECOMMENDATION

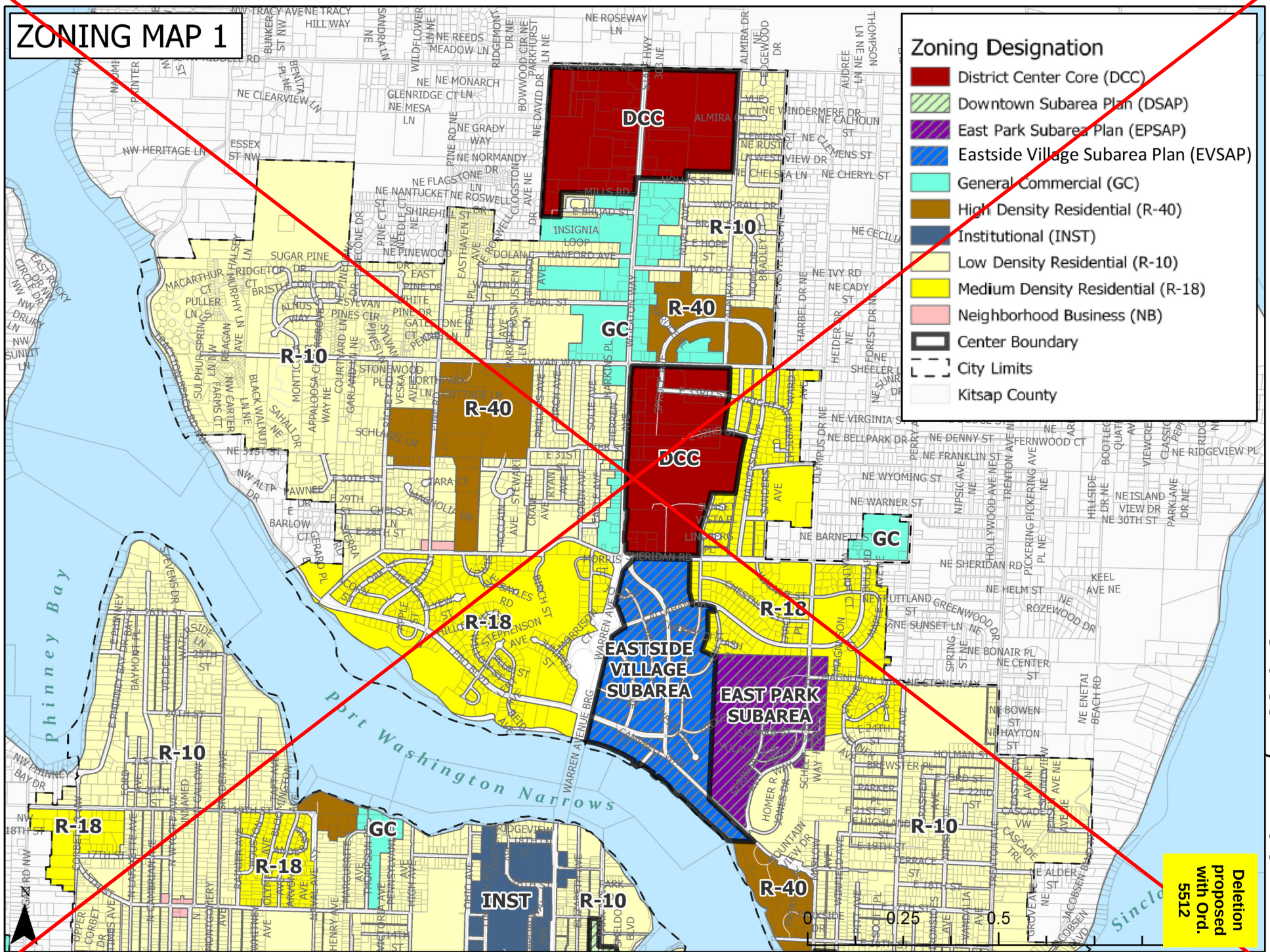
The Planning Commission concludes that the proposed amendments to the Bremerton Municipal Code Title 20 Land Use Chapter meets the requirements in BMC 20.18.020(d) text amendments, and therefore recommends to the City Council the adoption of amendments to Title 20 and various Subarea Plans, following adoption of the 2024 Comprehensive Plan major update.

Respectfully submitted by:

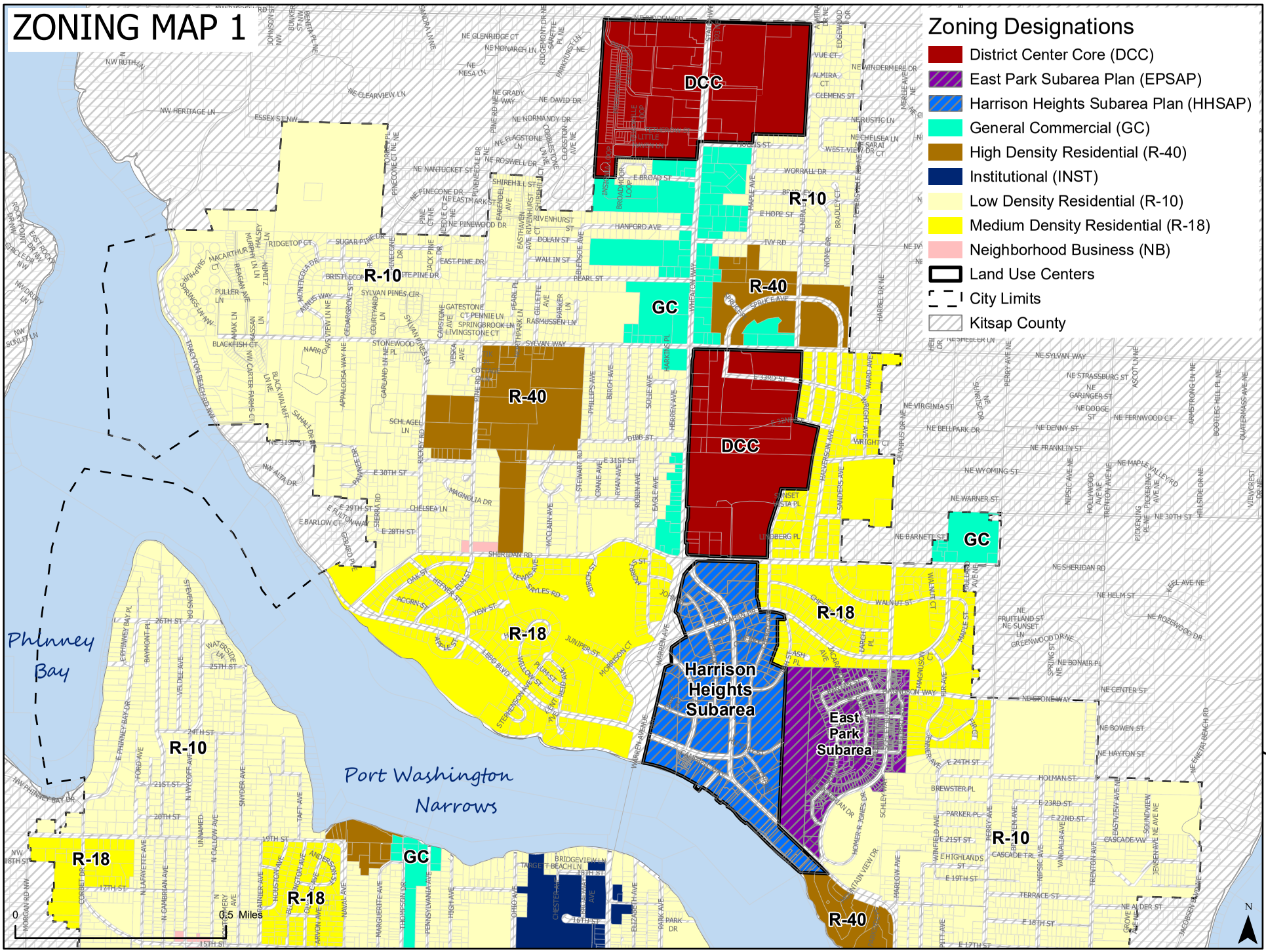
Andrea L Spencer, AICP
Executive Secretary

Approved by:

Nick Wofford, Chair
Planning Commission



Ord 5512, Exhibit B


ZONING MAP 1
Zoning Designations
District Center Core (DCC)
East Park Subarea Plan (EPSAP)
Harrison Heights Subarea Plan (HHSAP)
General Commercial (GC)
High Density Residential (R-40)
Institutional (INST)
Low Density Residential (R-10)
Medium Density Residential (R-18)
Neighborhood Business (NB)
Land Use Centers
City Limits
Kitsap County
DCC
R-10
R-40
GC
R-18
Harrison Heights Subarea
East Park Subarea
Phlnney Bay
Port Washington Narrows
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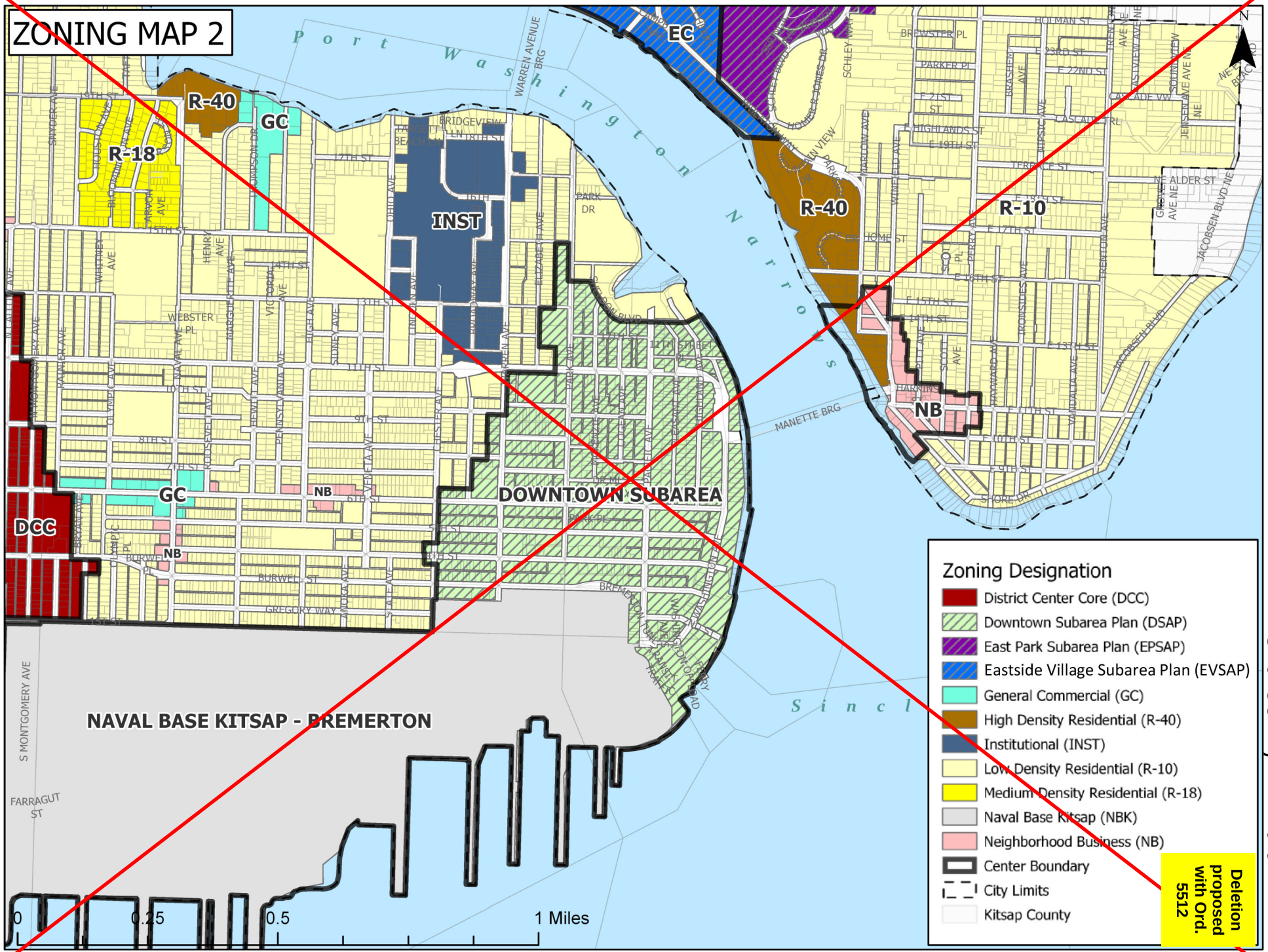
Ord 5512, Exhibit B



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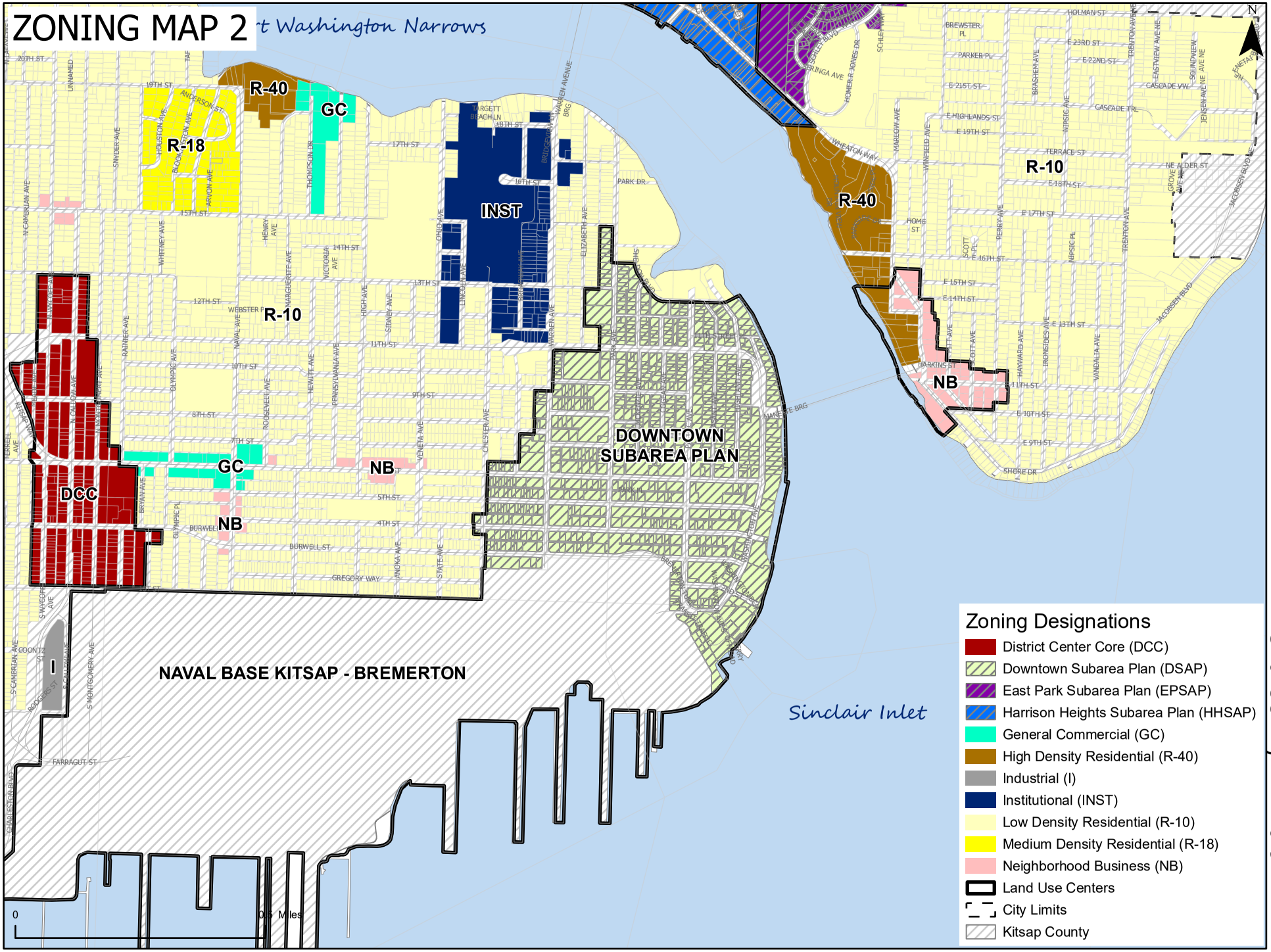
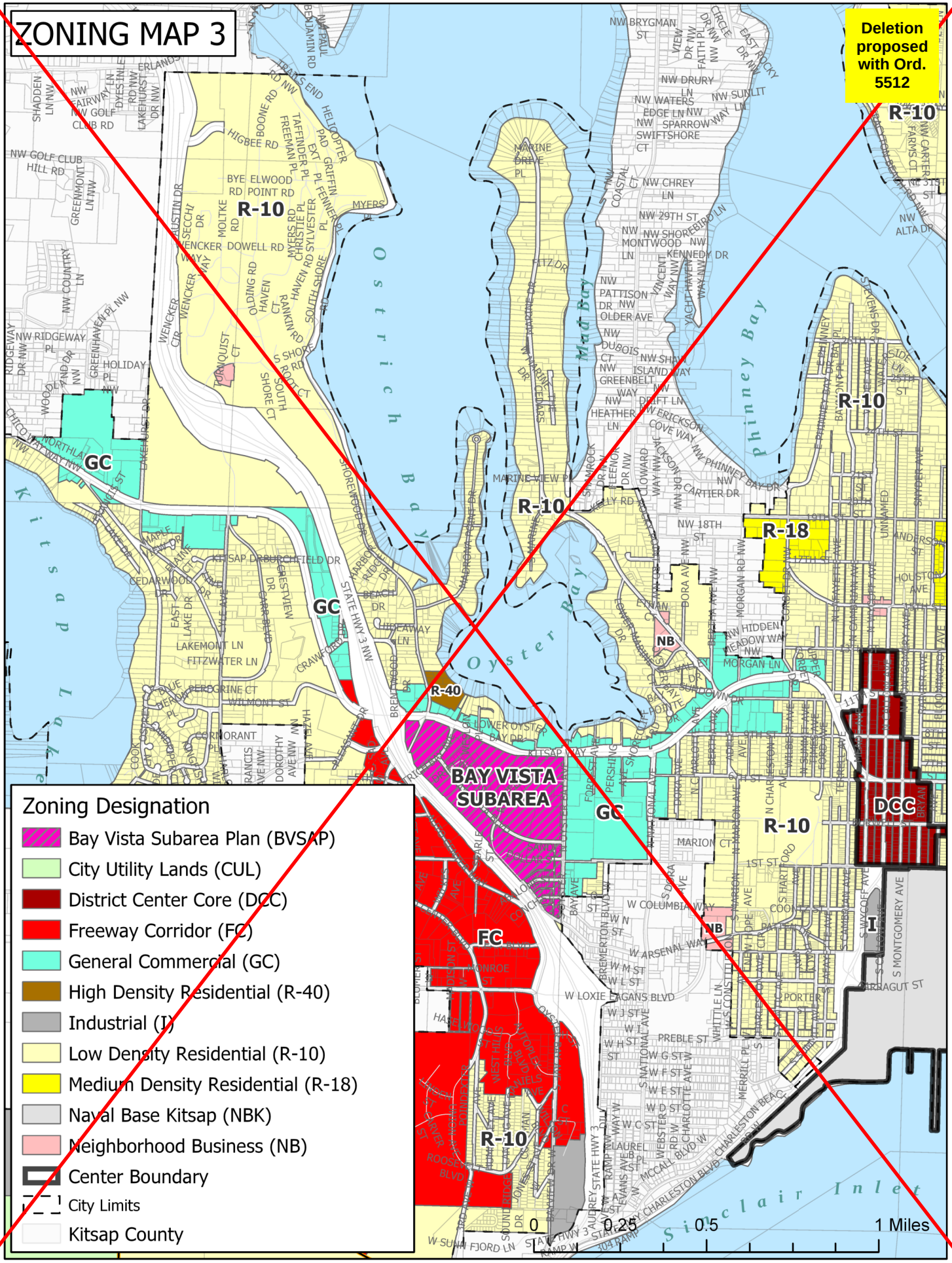


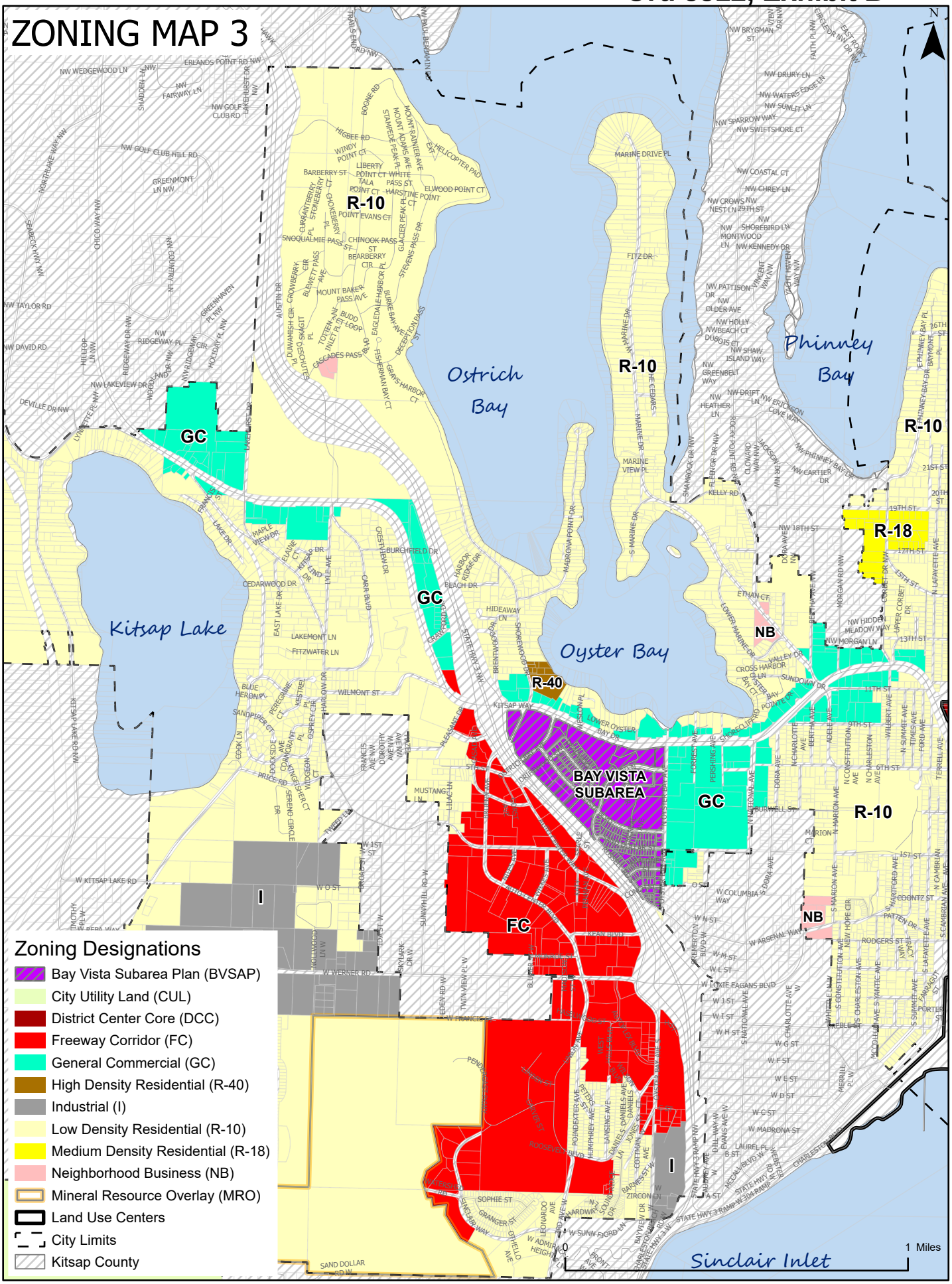
Ord 5512, Exhibit B

Ord 5512, Exhibit B

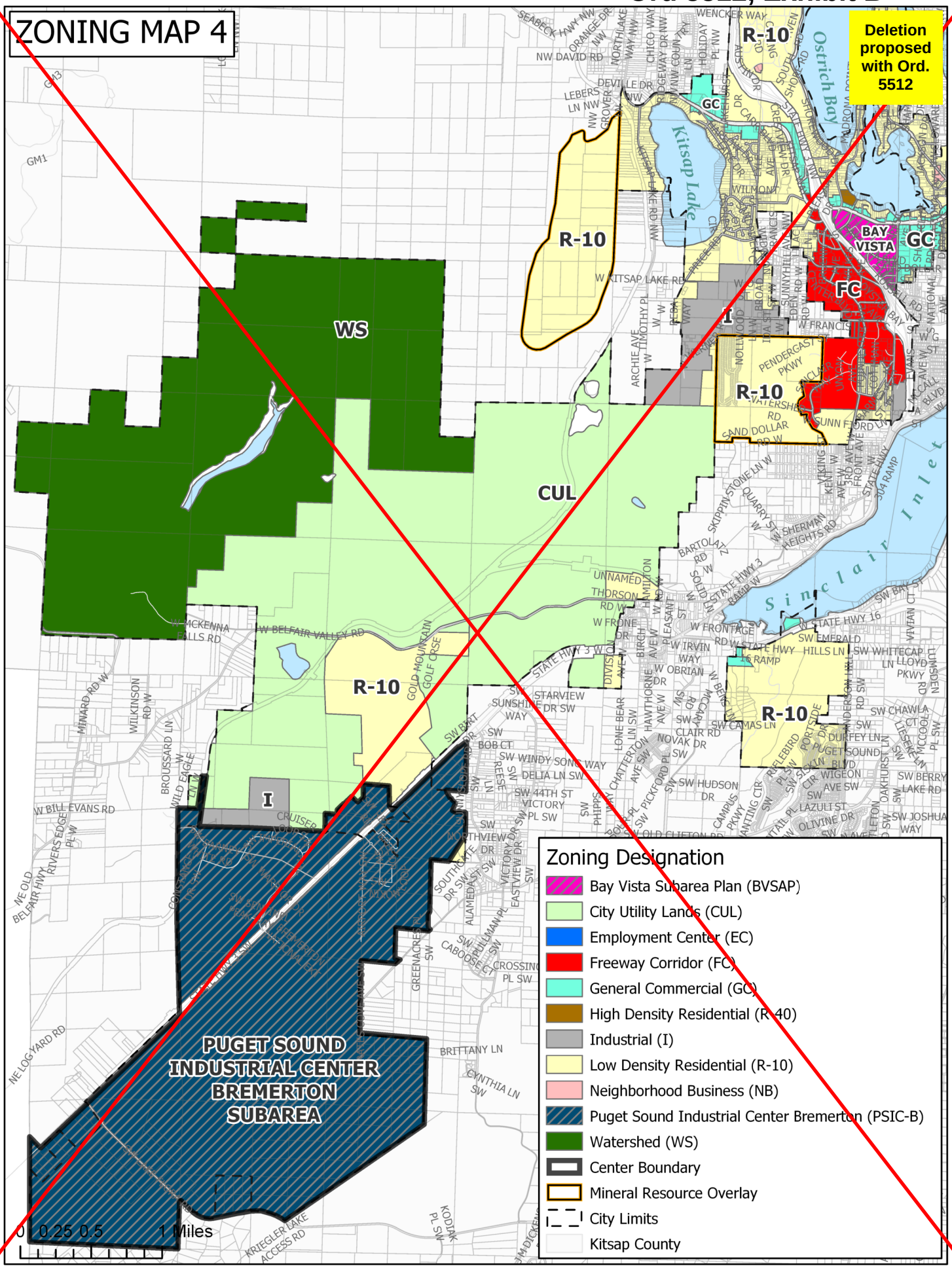


Ord 5512, Exhibit B

ZONING MAP 3

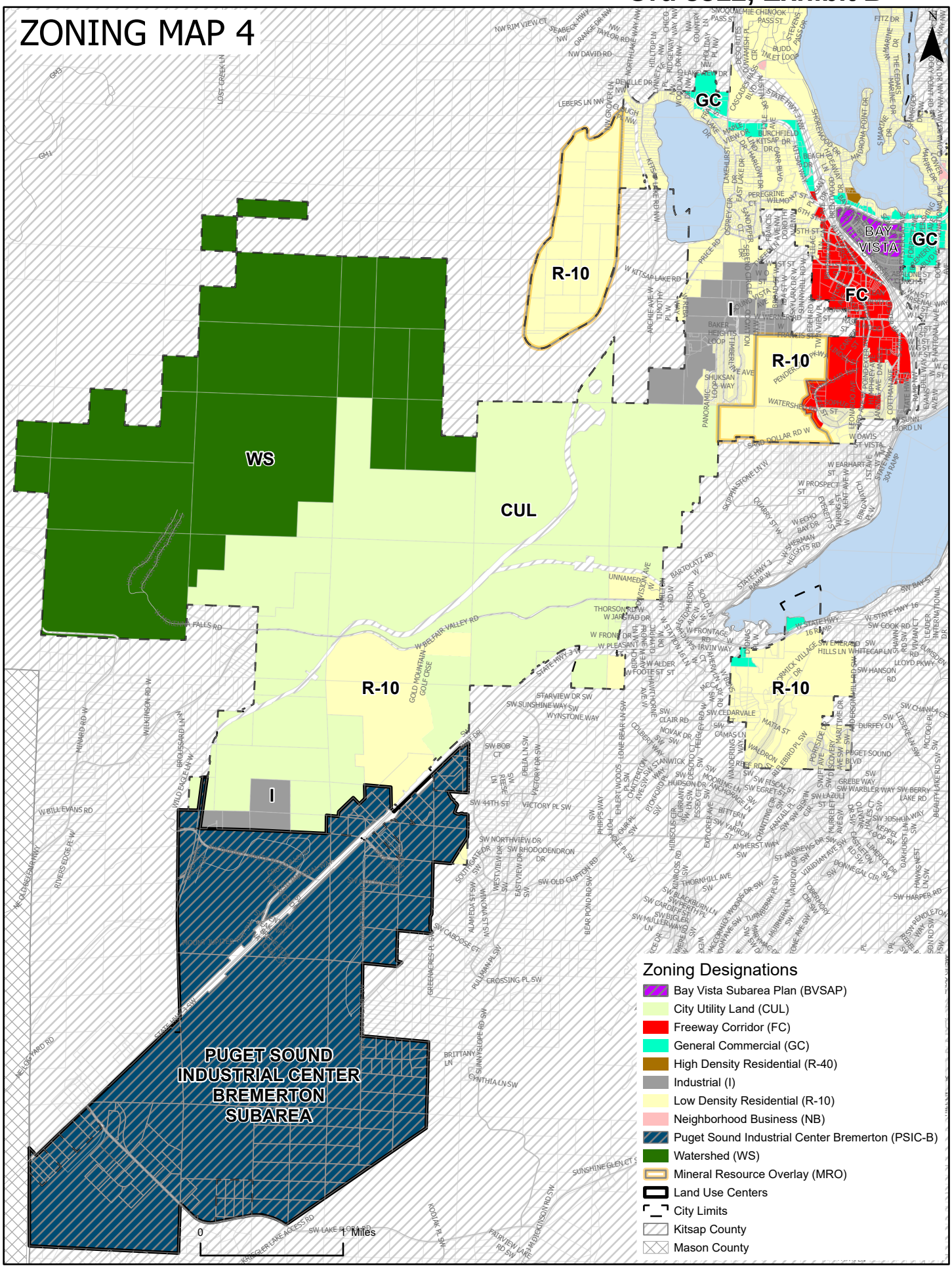


Ord 5512, Exhibit B



Ord 5512, Exhibit B

ZONING MAP 4



20.12.040 DEFINITIONS.
The following definitions apply to this chapter and they should be used in conjunction with other definitions found in BMC Title 20. However, these definitions are not intended to replace or alter similar definitions found elsewhere within the Bremerton Municipal Code except when specifically applied to the provisions of this chapter.

"Auditor, County" means the person defined in Chapter 36.22 RCW or the office of the person assigned such duties under the Kitsap County Charter.

"Binding site plan" means a drawing to a scale specified by this chapter which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the local government body having authority to approve the site plan; and (c) contains provisions making any development be in conformity with the site plan.

"Block" means a group of lots, tracts, or parcels within well-defined and fixed boundaries.

"Bond" means a satisfactory security to insure performance and/or warranty.

"Buildable lot" means a tract or parcel of land, legally created, which is intended for use for the placement of structures separate from other parcels.

"City" means the City of Bremerton.

"Comprehensive Plan" means the City of Bremerton Comprehensive Plan as adopted and amended.

"Concurrency" means the requirement that development applications demonstrate that adequate public facilities be available at prescribed levels of service concurrent with the impact or occupancy of development as defined in the City’s Comprehensive Plan.

"Day(s)" means calendar days and includes Monday through Sunday and all holidays.

"Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself or herself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

"Department" means the City of Bremerton Community Development Department.

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

"Division of land" means any segregation of land that creates lots, tracts, parcels, or sites not otherwise exempted by this title that alters or affects the shape, size or legal description of any part of the owner’s land.

"Electric utility facilities" means unstaffed facilities except for the presence of security personnel that are used for or in connection with, or to facilitate the transmission, distribution, sale, or furnishing of, electricity including, but not limited to, electric power substations.

"Hearing Examiner" means the person appointed by the Mayor, with the powers and duties prescribed in Chapter 2.13 BMC.

"Lot" means a fractional part of divided lands having fixed boundaries being of sufficient area and dimension to meet the minimum and maximum underlying zoning district requirements for width, area and street frontage. The term shall include tracts or parcels.

“Lot, parent” means a lot which is subdivided into unit lots through the unit lot subdivision process.

“Lot, unit” means a lot created from a parent lot and approved through the unit lot subdivision process.

"Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

"Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

"Plat certificate" means a title report or subdivision guarantee that is prepared by a title company for the property contained in a proposed short subdivision, subdivision or binding site plan, to include, as a minimum, all owners of record, easements and encumbrances affecting said property.

"Plat, final" means the final drawing of the subdivision and dedication prepared for filing for record with the County Auditor and containing all elements and requirements set forth in this chapter and Chapter 58.17 RCW.

"Plat, formal" means the map or representation of a formal subdivision.

"Plat, preliminary" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision or short subdivision.

"Plat, short" means the map or representation of a short subdivision.

"State Environmental Policy Act (SEPA)" means environmental review procedures required under Chapter 43.21C RCW, Chapter 197-11 WAC and Chapter 20.04 BMC.

"Subdivision" means the division or redivision of land through short subdivision, formal subdivision, or binding site plan.

"Subdivision, formal" means the division or redivision of land into ten (10) or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership.

"Subdivision, short" means the division or redivision of land into nine (9) or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership.

"Title notice" means a written notice attached to the title of a parcel of land by the property owner at the request of the City of Bremerton with a recording of said notice at the Kitsap County Auditor's Office per a legal description of said parcel for the purpose of notifying the property owner or future property owner of particular circumstances related to said parcel such as warning statement(s), limitation(s), restriction(s) or other.

"Title report" means the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due.

"Tract" means land reserved for special uses such as open space, surface water retention, utilities, or access. Tracts are not counted as lots nor considered as building sites. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4980 §1 (part), 2006)

<u>"Unit lot subdivision" means the division of a parent lot into two or more unit lots within a development and approved through the unit lot subdivision process.</u>

20.12.080 SUBDIVISION CATEGORIES.
When reference to "subdivision" is made in this code, it is intended to refer to "short subdivision," "formal subdivision," <u>"unit lot subdivision,"</u> and "binding site plan" unless one is specified.

(a) Short subdivision: a subdivision of nine (9) or fewer lots. Land within a short subdivision may not be further divided in any manner within a period of five (5) years without filing of a final plat, except the original owner may file an alteration within five (5) years to create up to a total of nine (9) lots within the original plat boundaries.
(b) Formal subdivision: a subdivision of ten (10) or more lots.
(c) Binding site plan: a land division for commercial and/or industrial developments. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4980 §1 (part), 2006)
(d) Unit lot subdivisions. A subdivision of nine (9) or fewer lots, with separate zoning development considerations made for the parent lot and unit lots.

20.12.090 REVIEW PROCEDURES AND APPROVALS.
Each subdivision type is processed as a different action "type" as described in Chapter 20.02 BMC, Table 040, Project Permit Processing Procedures, and summarized as follows:

(a) Subdivision. Approval of all subdivisions requires a four (4) step process: approval of a preliminary subdivision, installation or bonding of required improvements, approval of the final subdivision, and recording of the subdivision with the Kitsap County Auditor.

(1) Short Subdivision.

(i) A preliminary short subdivision: Type II Director decision.

(ii) A final short subdivision: Type I Director decision.

a. The final short subdivision shall be submitted to the Director within five (5) years of the date that the preliminary approval became final or the short subdivision shall become null and void.

(2) Formal Subdivision.

(i) A preliminary formal subdivision: Type III Hearing Examiner decision.

(ii) A final formal subdivision: Type I Director decision.

a. The final formal subdivision shall be submitted to the Director within five (5) years of the date that the preliminary approval became final or as approved through phasing and/or timeline extensions per BMC 20.12.060, General Provisions. Should the project fail to comply with these timelines, the formal subdivision shall become null and void.

b. The following signatures on the final plat are required:

i. Director. Whose signature approves compliance with all terms of the preliminary plat approval of the proposed plat subdivision or dedication.

ii. City Engineer. Whose signature approves the layout of streets, alleys and other rights-of-way, design of bridges, sewage and water systems and other structures. Additionally, the City Engineer's signature approves the adequacy of the proposed means of sewage disposal and water supply if City services are provided.

iii. Kitsap County Health District. Whose signature approves the adequacy of the proposed means of sewage disposal and water supply if City services are not provided.

iv. Kitsap County Treasurer. Whose signature confirms a statement that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

v. Property Owner. Whose signature confirms a statement that the subdivision has been made with the free consent and in accordance with the desires of the owner(s).

(3) Binding Site Plan.

(i) A preliminary binding site plan - Type II Director decision.

(ii) A final binding site plan - Type I Director decision.

a. The final binding site plan shall be submitted to the Director within two (2) years of the date that the preliminary approval became final or the binding site plan shall become null and void.

b. The following signatures on the binding site plan are required before the Director can approve the final binding site plan:

i. City Engineer. Whose signature approves the layout of streets, alleys and other rights-of-way, design of bridges, sewage and water systems and other structures. Additionally, the City Engineer's signature approves the adequacy of the proposed means of sewage disposal and water supply if City services are provided.

ii. Kitsap County Health District. Whose signature approves the adequacy of the proposed means of sewage disposal and water supply if City services are not provided.

iii. Kitsap County Treasurer. Whose signature confirms a statement that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

iv. Property Owner. Whose signature confirms a statement that the division of land has been made with the free consent and in accordance with the desires of the owner(s). (Ord. 5345 §3, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5261 §2 (part), 2014; Ord. 4980 §1 (part), 2006)

(4) Unit lot subdivisions.

(i) A preliminary Unit Lot Subdivision: Type II Director decision.

a. Development as a whole on the parent lot, rather than individual unit lots, shall comply with applicable design and development standards of the zone.

b. Subsequent platting actions and additions or modifications to structure(s) may not create or increase any nonconformity of the parent lot.

c. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common garage, parking, and vehicle access areas; bike parking; solid waste collection areas; underground

utilities; common open space; shared interior walls; exterior building facades and roofs; and other similar features shall be recorded with the county auditor.

d. Portions of the parent lot not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.

e. Effect of Preliminary Approval. Preliminary approval constitutes authorization for the applicant to develop the required facilities and improvements, upon review and approval of construction drawings by the public works department. All development shall be subject to any conditions imposed by the city on the preliminary approval.

(ii) A final unit lot subdivision: Type I Director decision.

a. The final unit lot subdivision shall be submitted to the Director within five (5) years of the date that the preliminary approval became final or the unit lot subdivision shall become null and void.

b. Notes shall be placed on the face of the plat or short plat as recorded with the county auditor to state the following: The title of the plat shall include the phrase "Unit Lot Subdivision." Approval of the development on each unit lot was granted by the review of the development, as a whole, on the parent lot.

20.42.040 DEFINITIONS

(a) Definitions "A":

"Abandoned sign" means any sign, including its structure and other components, which is located on vacant property or an unoccupied building for a period of one (1) year or more and which, during that time, is not used for legal sign purposes; or which relates to a time, event or purpose which no longer applies; and/or which has been allowed to deteriorate to become a public hazard or eyesore.

"Abandonment" or "abandoned" means to cease operation for a period of ninety (90) or more consecutive days unless documentation is provided to the City that negotiations are underway potentially leading to the sale, lease, or resumption of operations, in which case a wireless communications facility may not be considered abandoned for an additional period not to exceed ninety (90) days.

"Accessory dwelling unit (ADU)" means a second dwelling unit on a lot with an existing principal unit added to or created for use as a complete, independent or semi-independent living unit with provisions for cooking, eating, sanitation and sleeping, and which complies with the development and design standards contained in this code for ADUs (BMC 20.46.010).

"Accessory use, activity or structure" means a use, activity, structure or part of a structure which is subordinate and incidental to the permitted principal use or building, located on the same lot or

parcel with such principal use or building, and erected or established only after or in conjunction with the establishment of the principal use or building.

"Acre, gross" means a measurement of land equal to forty-three thousand five hundred sixty (43,560) square feet with no deductions or subtractions for elements such as public or private streets or nondevelopable areas. (See also "Acre, net.")

"Acre, net" means a measurement of land after subtracting public and private streets, rights-of-way, and other unusable or nondevelopable areas of land from a gross acre of land (forty-three thousand five hundred sixty (43,560) square feet). (See also "Acre, gross.")

"Adjoining" or "adjacent" means property that touches or is directly across a public or private right-of-way. This does not include property across from limited access highways or arterials with four (4) lanes of traffic or more.

"Administrative Design Review" means a development permit process whereby an application is reviewed, approved, or denied by the Director of Community Development or designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. A city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approved requests for variances from locally established design review standards.

"Administrative Hearing Examiner" means a person appointed with the powers set forth in Chapter 2.13 BMC. The term "Administrative Hearing Examiner" shall likewise include the Examiner Pro Tem. As used in this chapter, "Administrative Hearing Examiner" shall not mean the Municipal Court Hearing Examiner established pursuant to Chapter 2.62 BMC.

"Adult entertainment business." See BMC 20.46.110.

"Adult family home" means a residential home in which a person or persons provide personal care, special care, room, and board to more than one (1) but not more than six (6) adults who are not related by blood or marriage to the person or persons providing the services; provided, however, any limitation on the number of residents resulting from this definition shall not be applied if it prohibits the City from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, 42 U.S.C. 3604(f)(3)(b).

"Alley" means any public right-of-way or thoroughfare having a typical width of at least ten (10) feet, but generally not more than thirty (30) feet, which has been dedicated or deeded to the public for public use and which affords only secondary means of access to abutting properties, primarily for service purposes.

"Alteration" means any change in the size, shape, method of illumination, position, location, construction or the supporting structure of a sign.

"Alteration, structural" means any changes or repairs to the supporting members of a structure, or to the configurations of the roof or exterior walls, that would prolong the life of the supporting members of a building or structure. This does not include minor actions such as adding a doorway or window, or attaching architectural features, appurtenances, or adornments.

"Antenna tower" means any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas, including but not limited to self-supporting lattice towers, guy towers or monopole towers.

(1) "Type I tower" means a tower up to, but not exceeding, sixty (60) feet in height.

(2) "Type II tower" means a tower greater than sixty (60) feet in height.

"Antenna, wireless" means any exterior equipment attached or mounted to a building or tower in the form of one or more rods, panels, discs or similar devices used for the transmission or reception of radio or electromagnetic frequency signals.

(1) An "omnidirectional antenna" transmits and receives radio frequency signals in a three hundred sixty (360) degree radial pattern. For the purpose of the provisions set forth in BMC 20.46.140, an omnidirectional antenna is up to fifteen (15) feet in height and up to seven (7) inches in diameter. If otherwise meeting the definition, a whip antenna is considered an omnidirectional antenna.

(2) A "directional antenna" transmits and receives radio frequency signals in a specific directional pattern of less than three hundred sixty (360) degrees.

(3) A "parabolic antenna" is a device of generally parabolic shape for the reception and transmission of radio frequency signals in a specific directional pattern. Also referred to as a satellite dish.

"Applicant" means a person who applies for any permit or approval to do anything governed by this title and who has legal standing to apply for a permit or approval on the specific property.

"Appurtenance" or "appendage" means a supplemental component, architectural feature, or decoration that has been added to or extends outward from the exterior of a building wall and is not a primary component of the structure itself. This includes bay windows, low decks, open porches, awnings, chimneys, and other similar features.

"Area of a sign" means the total space within the frame or outer dimensions of a sign and including any logos or other artistic or architectural features that are directly related to or an integral part of the sign. (See also BMC 20.52.060, Sign measurements.)

"Art gallery" means a room or series of rooms where art such as paintings, sculptures or other works are exhibited.

"Art studio" means a loft, room, group of rooms or building in which an artist works. This includes facilities for the production of photographic works (still or motion), painting, sculpture, dance, music or similar activities. A studio is often found in combination with a gallery or may be an accessory use to a retail business or other use. This does not include incidental artist work areas within a residence, which produce no odors or noise that negatively impact adjacent properties.

"Assisted living facility" means a residential facility for elderly persons (age fifty-five (55) or older) who require moderate to extensive assistance with daily tasks such as cooking, eating, bathing, housekeeping, dispensing of medicines, shopping, appointments and other tasks.

"Automobile sales" means an establishment primarily engaged in the sale or rental of personal or commercial vehicles such as cars, trucks, vans, recreational vehicles, boats, motorcycles, etc. See "Retail, general" for clarification of automobile sales that are wholly indoors.

"Automobile service and repair" means an establishment primarily engaged in repairing, maintaining, or servicing automobiles, including battery exchange station. Servicing and repairing of automobiles on a residential lot for automobiles that are not registered to the property owners or tenants on the site shall be considered automobile service and repair.

"Awning/canopy" means a temporary or movable shelter (awning), or a fixed rigid shelter (canopy) supported entirely by the exterior wall of the building and generally extending over a pedestrian walkway. When used in conjunction with signs, only that portion of the awning or canopy that is actually used as a sign shall be included in sign area calculations. Lighting of the awning or canopy, whether directly, indirectly, or by backlighting, shall have no effect on the sign requirements, unless lighted signs are specifically prohibited in that area or zone.

(c) Definitions "C":

"Car wash" means a business engaged in washing, waxing, polishing, and general cleaning of automobiles, small trucks, light utility vehicles and small recreational vehicles, but that is not designed to handle larger commercial trucks and buses. It includes self-service, full-service, and automated car washes and auto detailing services.

"Caretaker" means a person who maintains or watches over someone else’s land or property on a part-time or full-time schedule. The caretaker may live on the property or elsewhere.

"Caretaker’s residence" means an accessory dwelling unit provided by the owner of a property to be used exclusively as living quarters for the caretaker(s) of that property.

"Carport" means an attached or detached partially enclosed accessory structure intended primarily for the storage of private vehicles such as automobiles, light trucks, or recreational vehicles which is open to the weather on at least two (2) sides.

"Change of use" means a change in the utilization or occupancy of a property or building from one use to another.

"Changeable copy/readerboard sign" means a sign structure that may be internally or externally illuminated and intended to accommodate changeable lettering, numbering, graphic displays, or other short-term messages. Generally used for commercial advertising or for public service announcements of current or coming events. (Also see "Public information/identification sign.")

"City" means the City of Bremerton, Washington.

"Collective garden" means gardens established and/or maintained for the growing, production, transportation, and delivery of cannabis, by qualifying patients, for medical use, as defined in RCW 69.51A.085, as currently enacted and hereinafter amended.

"Community facility" means a facility operated by a public agency or nonprofit organization for social gatherings, meetings, learning, recreation, programs to promote economic independence, or similar functions.

"Construction sign" means a sign that relates directly to a construction project taking place on the premises and may include such information as the name of the project and contractors, phone numbers, completion dates, and similar information about the project.

“Cottage housing" means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space. Units shall not be greater than one thousand two hundred (1,200) square feet, and shall not share any common walls, ceilings, or floors with other residential units.

"Cottage housing development" means a lot containing more than one (1) principal conventional dwelling unit. Units shall not be greater than one thousand two hundred (1,200) gross square feet, and shall not share any common walls, ceilings, or floors with other principal conventional dwelling units.

"Courtyard apartments" means attached dwelling units arranged on two or three sides of an open space area, with a minimum open space dimension of 15 feet along any side.

(d) Definitions "D":

"Day care facility" means a facility licensed by the state of Washington and approved by the City to provide regular care for adults or children for periods of less than twenty-four (24) hours.

"Deck" means an open platform wider than eighteen (18) inches. A deck may be freestanding, cantilevered from a building, or connected to the ground with steps or ramps. A deck that is higher than thirty (30) inches above finish grade may be referred to as a raised deck, a rooftop deck, a balcony, or other suitable term.

"Density" means a measure of residential concentration, usually expressed as the number of dwellings per acre of land. For the purposes of calculating allowable densities within this code, density shall be measured on a "net" basis, whereby unusable areas such as rights-of-way and lands in public or shared ownership shall be deducted from the overall area in the calculation. For example, a one hundred and twenty (120) acre area containing twenty (20) acres of rights-of-way and public lands and three hundred (300) dwellings has a (net) density of three (3) dwellings per acre (three hundred (300) dwellings/one hundred (100) usable acres). (See also "Acre, net" and "Acre, gross.")

"Density, maximum" means the maximum number of dwellings allowed per the gross buildable acreage as stated for each zone. Where not specified in a zone chapter, no maximum density shall apply.

"Density, minimum" means the minimum number of required dwellings per net buildable acre as stated for each zone. Where not specified in a zone chapter, the associated Comprehensive Plan land use density applies.

"Detached" means any residential structures on the same lot that are not connected and have a fire separation of no less than six (6) feet as defined in Section R302 of the IRC. For commercial structures see the International Building Code.

"Detoxification center" means a facility providing for the care and treatment of an intoxicated person during the period in which the person recovers from the transitory effects of acute intoxication.

"Development coverage" means that portion of a lot covered by the impervious surface areas of all structures, and impervious paved areas, such as driveways and walkways.

“Development regulations” or “regulation” means the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in a resolution or ordinance of the legislative body of the county or city.

“Development standards” means controls placed by the city on building or site design and development including parking requirements, floor area allowances, density allowances, minimum lot coverage, and other dimensional standards.

"Directional sign" means a permanent sign which is designed solely for the purpose of directing motor vehicle, pedestrian, bicycle, or other traffic, or individuals toward a specific destination or route.

"Director" means Bremerton’s Director of Community Development and his/her designee.

"Drinking place" means an establishment selling intoxicating beverages for consumption on the premises.

"Drive-through facility" means an automobile-oriented component of a permitted use that includes both service window(s) and a stacking lane designed primarily for drive-through trade, and which provides service and caters to patrons while in their motor vehicles. (See BMC 20.44.120.)

"Driveway" means a private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure.

"Duplex" means a structure containing two (2) dwelling units on a single lot.

"Dwelling, conventional" means any building or structure that is built or assembled (in the case of a modular structure) on the site and in conformance with the provisions of the International Building Code (IBC).

"Dwelling, duplex" means a building designed and arranged exclusively for occupancy by two (2) families living independently of each other in separate dwelling units.

"Dwelling, modular or factory-built" means buildings or structures that are constructed primarily in a factory and transported to the site for assembly or installation. All temporary wheels, axles, and other appliances used in the transport are removed at the destination and the structure is permanently placed, unless approved as a temporary placement by the City. Such structures are constructed to the standards of either the International Building Code (IBC) or the HUD Code. (See also "Manufactured home.")

"Dwelling, multi-unit structure" means a structure containing three (3) or more dwelling units. (Also referred to as a "multifamily structure.") Multi-unit structures also include:

(1) "Dormitories" means a structure intended principally for sleeping accommodations, where no individual kitchen facilities are provided, and which is related to an educational institution or maintained by a nonprofit welfare organization.

"Dwelling, single-unit attached" means two (2) single-unit dwellings (houses) that are attached at a common side lot line with each dwelling located entirely on its own lot. This does not include row houses or other housing types having more than two (2) attached units. (See also "Zero lot line.")

"Dwelling, single-unit structure" means a structure containing one (1) dwelling unit. (Also referred to as a "single-family dwelling," or a "house.")

"Dwelling, townhouse," for purposes of this code, means a single-unit structure in a row of at least three (3) or more such units in which each unit has its own access to the outside, no unit is located over another, and each is separated from any other unit by one (1) or more common fire-resistant walls.

"Dwelling unit" means a living space or combination of rooms designed to provide independent year-round living facilities for one (1) family or household, constructed to the minimum standards of the IBC or HUD Code, and with provisions for sleeping, eating and sanitation.

(f) Definitions "F":

"Fence" means a structure built to prevent escape or intrusion, or to provide privacy, screening, or buffering from noise or other undesirable impacts or activities beyond the property line. Also includes freestanding walls.

"Finance," "insurance" and "real estate" means an establishment primarily involved in finance, such as depository and nondepository institutions, holding companies, investment companies, and brokers; insurance, such as carriers of all types, agents and brokers; and real estate, such as leasers, buyers, sellers, agents and developers.

“Fiveplex” means a residential building with five attached dwelling units.

“Fourplex” means a residential building with four attached dwelling units.

"Foster home" means a dwelling unit in which a full-time resident provides temporary care and supervision on a full-time basis to not more than six (6) foster children, three (3) expectant mothers, or three (3) other adults requiring full-time care.

"Franchise business" means a business granted authorization by a manufacturer or parent company to sell or distribute goods or services at a certain location.

"Freestanding sign" means a sign which is designed solely for the purpose of directing motor vehicle, pedestrian, bicycle, or other traffic, or individuals, toward a specific destination or route, which is not affixed to a building.

"Frontage" means the actual length of the front property line abutting a street or alley (if no street frontage), or length of the property line of a flag lot that most closely parallels the street it most directly relates to.

(m) Definitions "M":

"Maintain" means to allow to exist or continue to exist. Also, where the context indicates, to keep in a safe, neat and clean condition.

“Major transit stop” means either a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW; or commuter rail stops; or stops on rail or fixed guideway systems; or stops on bus rapid transit routes, including those stops that are under construction.

"Manufactured home" means a single-family dwelling required to be built in accordance with regulations adopted under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.). The unit shall bear an insignia issued by a state or federal regulatory agency indicating that the manufactured home complies with all applicable construction standards of the U.S. Department of Housing and Urban Development (HUD). Commercial coaches, recreational vehicles, travel trailers, and motor homes are neither manufactured homes nor dwelling units. (See "Mobile home.")

"Marina" means a facility which provides moorage or wet or dry storage for watercraft or float planes, and which may offer marine-related sales and services.

"Medical office" and "clinic" means an establishment primarily engaged in providing medical, dental or other health care services to patients on the premises, but which excludes facilities for overnight patient care. Medical clinics that do not have facilities for overnight patient care are included.

“Middle housing” means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing.

"Mini-storage," for the intent of this title, means an accessory business that may contain office and individual compartmentalized self-storage units, stalls, or lockers which are rented or leased for the storage of household or business goods, supplies or materials. Mini-storage shall be an accessory use that is subordinate and incidental to the permitted principal use. (See "Light industrial/manufacturing" for further clarification of "mini-storage" when it is a primary use).

"Mobile home" means a factory-built dwelling built before June 15, 1976, to standards other than the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.), and acceptable under applicable state codes in effect at the time of construction or introduction of the home into this state. Mobile homes are accommodated within some existing mobile home parks, but are not allowed on individual lots. (See "Manufactured home.")

"Monument sign" means a freestanding sign placed on a base of solid appearance, wherein the width of the base is equal to at least forty (40) percent of the width of the sign face.

"Motion picture theater" means any premises in which motion pictures are shown as the principal use of the premises, and wherein fees of any kind are charged, and wherein such movies are shown on a regular basis.

"Multiple-building complex" means a group of structures housing a combination of business, office, residential, or other uses, and which shares a common area, access, parking and/or other facilities.

"Multiple-occupancy building" means a single building housing more than one (1) retail business, office, commercial venture or other allowed land use.

"Museum" and "gallery" means a building, room, vessel (boat or ship), or site intended for the preservation and exhibition of artistic, historical, or scientific objects.

(s) Definitions "S":

"Senior citizen" means an individual of fifty-five (55) years of age or older.

"Senior housing complex" means a planned residential community, intended and operated for occupancy by senior citizens, which consists of any mix of detached single-family or duplex dwellings and/or retirement apartments, wherein at least eighty (80) percent of the occupied units are occupied by at least one (1) senior citizen.

"Setback, maximum" means a required maximum horizontal distance between the finished exterior wall of a structure and the lot line of the lot on which it is located. Where maximum setbacks are stipulated, zone districts specify what portion of the structure’s finished front facade width must be located a distance equal to or lesser than the maximum setback from the property line. A maximum setback shall apply to the height of a structure up to fifteen (15) feet above grade, or the height of the building, whichever is less. Where not specified, no maximum setback shall apply.

"Setback, minimum" means the required horizontal distance between the finished exterior wall of a structure and the lot line of the lot on which it is located. All portions of a structure must be located away from the property line a distance equal to or greater than the minimum setback.

"Shop." Refer to the definition of "storage building."

"Shopping center" means a contiguous collection of retail businesses under one (1) ownership or common management located in a building or set of buildings.

"Sidewalk vendor" means a person(s) who sells edible or nonedible merchandise from a stand, booth, cart, basket, tray, table or other device on any sidewalk, street, highway or public place. They are not categorized as a land use.

"Sign" means any communication device, structure, or fixture which is intended to identify a building, use, business, or event; or to promote the sale of products, goods or services; using graphics, letters, figures, symbols, trademarks or written copy. Painted wall designs or patterns which do not represent a product, service or registered trademark, and which do not identify the user, are not considered signs. (See sign provisions of this code.)

"Sign structure" means any structure specifically intended to support a sign, and which may include supports, uprights, braces, framework, or other members needed for support.

“Sixplex” means a residential building with six attached dwelling units.

"Social services" means establishments primarily engaged in providing social and rehabilitation services to improve life skills and increase socioeconomic opportunities for neighborhood or community residents of all ages. Establishments primarily engaged in providing welfare and charitable functions are included.

“Stacked flat” means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

"Stacking lane" means a designated driving lane provided for vehicles waiting for, receiving, and exiting after receiving a service at a drive-up window from a permitted use. The lane is physically separated from other traffic and pedestrian circulation on the property and includes adequate area for cars to wait for service.

"Stadium and sports complex" means a large structure for open-air sports and entertainment generally consisting of tiered seating where people can sit and watch games or events. Sports complexes may also include recreational motor vehicle tracks such as go-cart tracks. Associated field houses and facilities for serving food are often included.

"Storage building" and "shop" mean an attached or detached accessory structure which is used for noncommercial storage of household goods or noncommercial recreational and hobby uses in association with the principal use.

"Storage yard, outdoor storage" means an outdoor area where vehicles, equipment, merchandise, raw materials, cargo containers, railroad cars, semi-truck trailers or other items are accumulated and stored for an indefinite period until needed. Storage yards are often used in conjunction with a warehouse, storage buildings, sheds or other structures and may be public or private. Unless a function of a government agency or public utility, storage yards are considered accessory to a business or other principal use.

"Story" means that portion of a building that extends from the floor surface to the surface of the floor above or, in the case of a top floor, to the ceiling or roof above. If a finished floor level is more than six (6) feet above the finished grade for more than fifty (50) percent of the total perimeter, the area beneath that floor shall be considered a story.

"Street" means the improved section of any public or private right-of-way intended primarily for motor vehicle travel and which affords the principal means of access to abutting property, together with bicycle lanes, sidewalks, and related improvements.

"Street, private" means a parcel at least twenty (20) feet in width, created specifically to provide motor vehicle access to abutting properties, the owners of which share in its ownership and maintenance responsibilities.

"Structure" means that which is built or constructed.

"Structure, accessory" means a structure that is incidental and subordinate to a principal structure and which is customarily found in connection with the principal structure and located on the same lot or parcel.

"Structure, principal" means a structure containing one or more principal uses, as permitted by the zone in which the property is located.

"Support structure" means any existing or proposed building, utility pole, or tower capable of supporting a wireless communications antenna. Support structures include, but are not limited to, existing buildings, water towers, and utility poles and/or towers.

(t) Definitions "T":

"Temporary sign" means a sign that is not permanently affixed, and which is intended for short-term use, such as to advertise a specific activity such as a special promotion, sale, or fundraising event. For the purposes of this code, temporary signs are those displayed for between seven (7) and sixty (60) days.

"Townhouse." See "Dwelling, townhouse."

"Transient person" means a temporary lodger who stays no longer than thirty (30) days per visit.

"Transportation facility" or "multi-modal station" means a dedicated transit facility where several transit routes converge, including transit stations, transit stops, taxicab stands, transportation services, bicycle facilities, battery changing stations, electric vehicle charging stations, and similar. The transportation facility shall be owned, leased, or endorsed by a public transit authority for the purpose of providing public transportation services. A transportation facility is designed to accommodate several buses or multiple modes of transit that allows users to easily transfer between transit routes or modes. A transportation facility may provide transit passenger covered shelters and waiting areas, restrooms, and access for transit modes including buses, taxis and drop-off, and park and rides.

“Triplex” means a residential building with three attached dwelling units.

“Townhouses” means buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

(u) Definitions "U":

“Unit density” means the number of dwelling units allowed on a lot, regardless of lot size.

"Use" means the purpose or activity for which land or improvements are intended, occupied or maintained.

"Use, accessory" means a use that is incidental and subordinate to a principal use, which customarily is found in connection with the principal use, and which is located on the same lot or parcel such as a private garage, hobby shop, workshop, personal greenhouse, and required off-street parking.

"Use, conditional" means a use that is not permitted outright, but may be approved through a conditional use permit process. "Conditional use" shall have the same meaning as "special use," as employed in Bremerton Municipal Code.

"Use, principal" means the primary or main use conducted or allowed on a lot or parcel.

"Use, temporary" means a use that may occur on a lot on a short-term or seasonal basis for a prescribed period of time, which usually does not exceed a six (6) month duration during a twelve (12) month period.

(z) Definitions "Z":
"Zero lot line" means the location of a building on a lot in such a manner that one (1) of its sides rests directly on a side lot line with no setback. (Ord. 5458 §§3,4, 2022; Ord. 5369 §3, 2019; Ord. 5351 §2, 2018; Ord. 5345 §§5-9, 2018; Ord. 5326 §4, 2017; Ord. 5319 §§3, 4, 2017; Ord. 5312 §3, 2016; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5249 §4, 2014: Ord. 5222 §3, 2013; Ord. 5205 §5, 2013; Ord. 5177 §3, 2012; Ord. 5063 §2, 2008; Ord. 5046 §2, 2008; Ord. 5008 §3 (part), 2007; Ord. 4977 §5, 2006; Ord. 4971 §4 (part), 2006; Ord. 4950 §8 (Exh. A) (part), 2005)

"Zoned Predominantly for Residential Use" means all zoning districts in which residential dwellings are the predominant use. This excludes lands zoned primarily for commercial, industrial, and/or public uses, even if those zones allow for the development of detached single-family residences. This also excludes lands zoned primarily for mixed uses, even if those zones allow for the development of detached single-family residences, if the zones permit by-right multifamily use and a variety of commercial uses, including but not limited to retail, services, eating and drinking establishments, entertainment, recreation, and office uses.

20.44.110 LIGHTING REGULATIONS.
The following requirements shall apply concerning exterior lighting:

(a) Light sources, both direct and nondirect, ~~shall be selected and placed so that glare produced by any light source does not extend beyond the property lines~~ shall be designed to prevent light trespass into the sky and adjacent properties through methods that may include, but are not limited to, light shielding, downward directional lighting, or specialized fixture optics. Illumination shall not cast beyond the premises it is intended to illuminate~~.~~, except onto adjacent sidewalks.

(b) A photometric plan shall be submitted for all nonresidential development and multiple-family developments to confirm compliance with light requirements. The plan shall include the following items:
  (1) Location of all lighting fixtures;
  (2) Manufacturer's model identification of each lighting fixture;
  (3) Manufacturer's performance specifications of each fixture; and
  (4) Photometric plan of the installed fixtures which demonstrates that all illumination is confined within the boundaries of the site. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.46.210 MIDDLE HOUSING.

(a) Intent. The purpose of this section is to provide land use, development, design, and other standards for Middle Housing as defined in BMC 20.42.

(b) Applicability. The provisions of this section shall apply to all lots Zoned Predominantly for Residential Use, unless otherwise noted. This section does not apply to lot that was created through the splitting of a single residential lot. In the event of a conflict between this section and other development regulations applicable to middle housing, the standards of this ordinance control except that, this subsection shall not apply to shoreline regulations under Chapter 90.58.RCW.

(c) Allowable Density. BMC 20.46.210(c) does not apply to portions of a lot, parcel, or tract designated with critical areas designated under RCW 36.70A.170 or their buffers

as required by RCW 36.70A.170 or the Shoreline Jurisdiction. The following density and lot area standards are applicable to Middle Housing development:

(1) The permitted unit density on all lots Zoned Predominantly for Residential Use is:

(i) Two units per lot, unless zoning permitting higher densities or intensities applies.

(ii) Four units per lot on all lots within one-quarter mile walking distance of a Major Transit Stop, unless zoning permitting higher densities or intensities applies.

(iii) Four units per lot if at least one unit on the lot is affordable housing meeting the requirements of subsection (4) below, unless zoning permitting higher densities or intensities applies.

(2) The standards of subsection d(1) do not apply to lots after subdivision below 1,000 square feet unless the city has enacted an allowable lot size below 1,000 square feet in the zone.

(3) To qualify for additional units under the affordable housing provisions of subsection d(1), an applicant shall commit to renting or selling the required number of units as affordable housing and meeting the standards of subsections (i) through (v) below.

(i) Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed 30 percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development: (a) Rental housing: 60 percent, (b) owner occupied housing: 80 percent.

(ii) The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that commitment and all required affordability and income eligibility conditions.

(iii) The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units subject to these affordability requirements consistent with the conditions in chapter 84.14 RCW for a period of no less than 50 years.

(iv) The units dedicated as affordable housing shall be comparable to other units in the development in terms of range of sizes, number of bedrooms, distribution throughout the development, and functionality.

(d) (d). Development Standards. Middle Housing shall comply with the development and design standards of the underlying zone, except that in all cases maximum structure height is 35 feet.

(e) (e). Parking Standards. Middle Housing shall comply with the parking standards of the underlying zone.

20.60.010 INTENT.

The intent of the low density residential (R-10) zoning district is to accommodate single-family housing, duplexes, townhouses, multifamily and low intensity compatible uses by infilling at a range of lot sizes consistent with urban growth patterns. ~~Some attached single-family housing, duplexes and townhouses may be appropriate when responding to sensitive areas or with innovative design. Residential development at higher densities is encouraged at the edge of designated centers~~. (Ord. 5364 §12, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

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 per BMC 20.46.170;
    (6) Group residential facilities – Class I, per BMC 20.46.180;
    (7) Middle Housing per BMC 20.46.210;
    (8) Multi-unit Structure Dwelling;
    (9)~~(7)~~ Senior housing complex, per BMC 20.46.190;
    (10)~~(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. (Ord. 5506 §17, 2024; Ord. 5458 §6, 2022;

Ord. 5364 §13, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4977 §9, 2006: Ord. 4950 §8 (Exh. A) (part), 2005)

20.60.060 DEVELOPMENT STANDARDS.

(a) Lot Standards. Lot development requirements shall be in accordance with this section and the following standards unless allowed for by law otherwise:

(1) Setbacks.

(i) Minimum front yard setback is fifteen (15) feet;

(ii) Minimum side yard setback is five (5) feet;

(iii) Minimum rear yard setback is fifteen (15) feet.

(2) Maximum structure height is thirty-five (35) feet.

~~(3) Maximum structure height in (R-10) areas within the downtown regional center shall be pursuant to Figure 20.74(a) and shall supersede subsection (a)(2) of this section.~~

(3~~4~~) Minimum lot width is thirty (30) feet.

(4~~5~~) Maximum development coverage is sixty (60) percent.

(b) Zero (0) Lot Line (ZLL) Development. An attached single-family dwelling and/or garage structure may have a single shared side or rear lot line, and a setback reduced to zero (0), provided the structure complies with building code fire separation requirements.

(c) Accessory Structures. The following standards shall apply but are not limited to: garages, carports, shops, barns, covered patios, cabanas, gazebos, and incidental household storage buildings, excluding accessory dwelling units per BMC 20.46.010 and structures not requiring a building permit:

(1) The maximum area for all accessory structures shall be eighty (80) percent of the principal residential use not to exceed one thousand two hundred (1,200) square feet.

(2) Setbacks of detached accessory structures are pursuant to BMC 20.44.060.

(d) Garages, Storage Buildings and Shops.

(1) Any garage, storage building or shop structure shall be designed so that the appearance of the building remains that of a single-family residence including the following:

(i) Constructed of similar materials as the principal unit;

(ii) A roof of equal or greater pitch as the principal unit;

(iii) A height no more than twenty-five (25) percent greater than the principal unit not to exceed thirty-five (35) feet.

(2) Any garage, storage building, or shop may be exempt from the accessory structure size requirements provided it is contained within the principal unit.

(3) Garage, Carport, and Shop Vehicle Entrance Setbacks. When the vehicle entrance faces the street, the garage, carport, or shop shall have a front yard setback of at least twenty (20) feet, except as provided in BMC 20.44.020 (Traditional front yard).

(e) Multi-unit Structure Dwelling. In addition to the standards of this chapter, Multi-unit Structure Dwellings of 5 or more units shall be in accordance with the following standards:

(1) Open Space. Provide fifteen (15) percent of the gross acreage of the subject property as Open Space.

(2) Design Standards. Structures shall conform to design standards consistent with BMC 20.79.070.

~~(e) Lot Area for Parks and Schools. Parks and schools may exceed maximum lot area requirements if approved by a conditional use permit.~~ (Ord. 5458 §8, 2022; Ord. 5364 §14, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5008 §7, 2007: Ord. 4950 §8 (Exh. A) (part), 2005)

20.60.065 ALLOWABLE DENSITY AND LOT AREA.

The purpose of this section is to establish compatible levels of density within existing neighborhoods. The intent is to allow infill residential development. The following density and lot area standards are applicable to development within the zone:

(a) Minimum Density. The minimum required density is six (6) dwellings per acre.

(b) Maximum Density. The maximum allowed density is ten (10) dwellings per acre.

~~(c) Maximum Lot Area. The maximum lot area is seven thousand two hundred sixty (7,260) square feet, with the following exceptions:~~

~~(1) The lot area may be modified through the approval of a residential cluster development pursuant to BMC 20.58.060;~~

~~(2) One (1) lot within a proposal for a division of land may exceed seven thousand two hundred sixty (7,260) square feet, provided the remaining lots do not exceed the seven thousand two hundred sixty (7,260) square foot maximum lot size; and~~

~~(3) A flag lot that complies with the requirements in BMC 20.44.100 may exceed seven thousand two hundred sixty (7,260) square feet, provided the total area of the flag lot does not exceed ten thousand eight hundred ninety (10,890) square feet.~~

~~(d) Minimum Lot Area. The minimum allowed lot area is four thousand three hundred (4,300) square feet.~~

~~(e) Exception to Minimum Lot Areas.~~

~~(1) The minimum lot area may be modified through the approval of a residential cluster development pursuant to BMC 20.58.060, provided the development complies with the maximum density requirement set forth in subsection (b) of this section.~~

~~(2) When a new subdivision is proposed, the size of lots in land division may be reduced below the minimum lot size provided all the following are met:~~
~~(i) The overall average of the proposed lots does not exceed the permissible maximum density.~~
~~(ii) All lots that are smaller than the minimum lot size shall demonstrate that they are developable by showing code compliance with such items as required parking, lot coverage, setbacks, stormwater compliance, etc.~~
~~(iii) The platting documents shall include documentation of allowed uses and language that ensures maximum density is not exceeded.~~

~~(iv) If the land division is submitted in phases of development, each phase submitted for approval shall meet these provisions.~~ (Ord. 5422 §4, 2021; Ord. 5404 §2, 2020: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5008 §8, 2007: Ord. 4972 §1, 2006; Ord. 4971 §16, 2006: Ord. 4950 §8 (Exh. A) (part), 2005)

20.62.060 DEVELOPMENT STANDARDS.

(a) Lot development shall be in accordance with the following standards, unless allowed for otherwise by law:

(1) Maximum front yard setback: ten (10) feet. At least sixty-five (65) percent of the building's front facade must meet the maximum front yard setback. The setback may be increased if the Director finds that such increase is the minimum necessary to facilitate a superior site design. In order to obtain approval for an increased setback, the applicant shall submit a written analysis establishing how the project facilitates superior site design, is the minimum necessary, is consistent with specific goals and policies within the Comprehensive Plan, and is compliant with all applicable sections of the BMC. The following list identifies examples of circumstances where increased setbacks may be found to be appropriate:

(i) When the site includes more than one (1) street frontage;

(ii) To accommodate existing topography, utilities, or other physical site constraints that make compliance with the setback infeasible;

(iii) To accommodate phasing of infill development;

(iv) On sites that are significantly developed with existing legally established nonconforming uses or structures whereby strict code compliance will not facilitate effective circulation; or

(v) For projects that in the opinion of the Director provide enhanced public amenities within the setback area which include, but are not limited to, the following: public plazas, increased landscaping, architectural features, improved pedestrian connections.

(2) Minimum side yard setback: zero (0) except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(3) Minimum rear yard setback: zero (0), except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(4) <u>There is no maximum density for residential use, minimum density is 15 dwelling units per acre.</u> ~~No residential density requirements; provided, that:~~

~~(i) Site design provides for internal circulation connections for both pedestrians and vehicles between all portions of the site;~~

~~(ii) Landscaping and/or screening adjacent to residential zones shall be provided per BMC 20.50.040(c).~~

(5) Maximum building coverage: fifty (50) percent unless increased per subsection (b) of this section. In no case shall maximum lot coverage exceed seventy-five (75) percent.

(6) Maximum development coverage is seventy-five (75) percent unless increased per subsection (b) of this section. In no case shall maximum lot coverage exceed ninety-five (95) percent.

(7) Maximum height: ~~forty~~sixty-five (~~45~~ 65) feet, except that structures within one hundred (100) feet of the low or medium density residential zones shall not exceed thirty-five (35) feet in height.

~~(8) Maximum building heights within the downtown regional center are pursuant to the Downtown Subarea Plan and shall supersede subsection (a)(7) of this section.~~

(b) A development that provides the following may have its maximum development and lot coverage increased by adding bonus percentages to the maximum base area percentage, provided the total does not exceed the maximum allowed above:

(1) Commercial/residential mixed use development: twenty (20) percent bonus;

(2) Development containing seventy-five (75) percent of the building footprint with three (3) and four (4) story buildings: ten (10) percent bonus;

(3) Ten (10) percent bonus if a sidewalk ten (10) feet in width or greater is installed extending to the front of the building and continuing along the entire arterial frontage of the parcel;

(4) Pedestrian through-corridor that provides pedestrian access to a location approved by the Director: five (5) percent bonus;

(5) Fifty (50) percent of off-street parking is provided underground or within a building designed for occupancy: twenty (20) percent bonus. (Ord. 5364 §15, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5222 §6, 2013; Ord. 5046 §7, 2008; Ord. 5008 §11, 2007: Ord. 4950 §8 (Exh. A) (part), 2005)

20.62.070 DESIGN STANDARDS.

The following design standards shall be applied to all new structures and redeveloped structures. Residential development of three (3) units or fewer are exempt from this section. When development involves the remodel or expansion of existing structures, the Director may modify these requirements to reasonably fit the scope and scale of the remodel or expansion.

(a) Primary Design Features. The following criteria shall be applied to all primary building facades and facades facing public streets:

(1) Top and Base. Buildings shall convey a visually distinct base and top. A "base" can be emphasized by a different masonry pattern, more architectural detail, visible plinth above which the wall rises, storefront, canopies, or a combination. The top edge is highlighted by a prominent cornice, projecting parapet or other architectural element that creates a shadow line.

(2) Orientation. All properties adjacent to a public right-of-way shall orient structures toward the primary street. Properties located at intersections should orient their structures toward the intersecting corner.

(3) Minimum Transparency. At least sixty (60) percent of all facades facing the public sidewalk, or sidewalks providing circulation within a site,

measured to eight (8) feet above the sidewalk or surface grade, shall be comprised of transparent windows or doors.

(4) Blank Facades. Building facades shall not present a blank facade to view from public rights-of-way, common parking areas, or residential properties. Such facades may be broken by windows, trellises, columns, variations in plane, or other devices that add variation and interest to the facade.

(5) Mechanical Equipment Screening. Rooftop and ground-level mechanical equipment shall be screened from view from public streets. Screening materials shall be architecturally similar to the primary structure.

(6) Ground-Floor. Ground-floor frontage of a structure facing a public right-of-way must conform to either subsection (a)(6)(i) or (ii) of this section, except as provided in subsection (a)(6)(iii) of this section:

(i) Constructed for Pedestrian-Oriented Uses. At least fifty (50) percent of the floor area abutting the linear sidewalk level shall be designed and constructed for "pedestrian-oriented" uses.

(ii) Constructed for Future Pedestrian-Oriented Uses. At least fifty (50) percent of the floor area abutting the linear sidewalk level shall be designed and constructed to accommodate potential future conversion to "pedestrian-oriented" uses and may be occupied by any use permitted in BMC 20.62.020. The areas designed and constructed to accommodate future conversion shall meet the following standard, in addition to any other required design standards: The sidewalk level facade must include an entrance or entrances to accommodate a single or multiple tenants or be structurally designed so entrances can be added when converted to the building uses listed in BMC 20.62.020.

(iii) Exception. For structures that abut two (2) or more public rights-of-way and contain topography or other site constraints that would make the placement of the pedestrian-oriented use on the ground floor difficult for the public to utilize, the pedestrian-oriented requirement in subsections (a)(6)(i) and (ii) of this section may be reduced to one (1) street frontage.

(b) Secondary Design Features. Three (3) secondary design features are required from the following list:

(1) Multiple Roof Lines. Structures shall have at least three (3) horizontal roof lines, as viewed from the front facade.

(2) Modulation. The horizontal plane of a structure shall not extend for more than thirty (30) feet, as measured from any one (1) point of the structure, without a significant architectural variation of at least two (2) feet in depth.

(3) Facade Materials. At least three (3) different facade materials shall be incorporated into the exterior appearance of the structure (wood, brick, stucco, tile, shingles, other).

(4) Additional Transparency. An additional fifteen (15) percent transparency to what is required per subsection (a)(3) of this section.

(5) Weather Protection. Recessed or protruding building features, of no less than four (4) feet in depth, which extend along at least fifty (50) percent of the front facade.

(6) Main Entry. Pedestrian entrances are preferred from buildings facing the street. Entries shall be easily identifiable from the street or sidewalk; this can be accomplished through architectural or ornamental features.

(7) Public Amenity. Outdoor eating area, artwork, street furniture, plantings in window boxes, public trash receptacles, or other alternative public amenity approved by the Director. Any proposed amenity shall be architecturally compatible with the principal structure. Any approved amenity shall be maintained for the life of the project. (Ord. 5319 §11, 2017: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §8, 2008: Ord. 4950 §8 (Exh. A) (part), 2005)

20.70.060 DEVELOPMENT STANDARDS.

Lot development shall be in accordance with the following unless allowed for otherwise by law:

(a) Maximum front yard setback: ten (10) feet. At least sixty-five (65) percent of a building's front facade shall meet the maximum front yard setback. The setback may be increased if the Director finds that such increase is the minimum necessary to facilitate a superior site design. In order to obtain approval for an increased setback, the applicant shall submit a written analysis establishing how the project facilitates superior site design, is the minimum necessary, is consistent with specific goals and policies within the Comprehensive Plan, and is compliant with all applicable sections of the BMC. The following list identifies examples of circumstances where increased setbacks may be found to be appropriate:

(1) When the site includes more than one (1) street frontage;

(2) To accommodate existing topography, utilities, or other physical site constraints that make compliance with the setback infeasible;

(3) To accommodate phasing of infill development;

(4) On sites that are significantly developed with existing legally established nonconforming uses or structures whereby strict code compliance will not facilitate effective circulation; or

(5) For projects that in the opinion of the Director provide enhanced public amenities within the setback area which include, but are not limited to, the following: public plazas, increased landscaping, architectural features, improved pedestrian connections.

(b) Side yard setback: zero (0) except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(c) Rear yard setback: zero (0) except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(d) There is no maximum density for residential use, <u>minimum density is 30 dwelling units per acre</u>.

(e) Maximum building coverage: sixty (60) percent base maximum; provided, that through the use of any combination of the following, building coverage may be increased up to eighty-five (85) percent maximum:

(1) Projects containing mixed uses: ten (10) percent bonus.

(2) Projects with a three (3) or four (4) story building: ten (10) percent bonus; projects with five (5) or more story building: fifteen (15) percent bonus.

(3) Projects providing a pedestrian-oriented plaza or area of at least one hundred fifty (150) square feet along a pedestrian walkway at an intersection corner, bus stop or other key pedestrian area approved by the City. Such areas shall contain seating for at least four (4) people, a trash receptacle and three (3) or more of the following: a pedestrian shelter, a drinking fountain, a bike rack, pedestrian-scale lights, pavers on the walkway surfaces, a kiosk, a street vendor station providing food or beverages, trees, an appropriately sized statue or sculpture, or a public restroom. Interior courtyards with these amenities qualify if they would be readily apparent and accessible to pedestrians on adjoining sidewalks: twenty (20) percent bonus.

(4) Projects providing a through-block corridor that facilitates pedestrian access in a location approved by the City: five (5) percent bonus.

(5) Projects providing at least fifty (50) percent of their required parking underground or within the building: twenty (20) percent bonus.

(f) Maximum development coverage: maximum development coverage by impervious surfaces, seventy-five (75) percent; provided, that through the use of any combination of the mechanisms listed in subsections (e)(1) through (5) of this section, up to ninety-five (95) percent maximum development coverage may be allowed.

(g) Maximum building height: eighty (80) feet except:

(1) Structures within fifty (50) linear feet of parcels zoned for low density residential shall not exceed four (4) stories in height; and

(2) Structures within fifty (50) and one hundred (100) linear feet of parcels zoned for low density residential shall include architectural features to gradually transition the building height from four (4) stories to a maximum height of eighty (80) feet at the one hundred (100) foot distance from the low density residential zoned parcel.

(h) Mixed-Use Requirement. All structures that include residential uses located adjacent to, are oriented towards, or are viewable from a public right-of-way (not required on private streets) shall provide retail/commercial uses along a minimum of fifty (50) percent of the ground floor building facade. Exceptions to this requirement will be made for projects that comply with BMC 20.70.070(a)(6). (Ord. 5364 §7, 2018: Ord. 5351 §3, 2018: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5251 §6, 2014: Ord. 5222 §14, 2013; Ord. 5046 §15, 2008; Ord. 5008 §16, 2007: Ord. 4950 §8 (Exh. A) (part), 2005)

~~CHAPTER 20.74 BUSINESS CORE (BC)~~

~~Chapter 20.74~~
~~BUSINESS CORE (BC)~~
~~Sections:~~

20.74.010 INTENT.
20.74.020 OUTRIGHT PERMITTED USES.
20.74.080 PARKING REQUIREMENTS.
20.74.090 LANDSCAPING STANDARDS.
20.74.100 SIGN STANDARDS.
20.74.010 INTENT.
The intent of this zone is detailed in the adopted Downtown Regional Center Subarea Plan. This chapter supplements the adopted plan. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §17 (part), 2008)
20.74.020 OUTRIGHT PERMITTED USES.
The following uses are permitted:
(a) Bed and breakfast;
(b) Co-location of wireless communications facility per BMC 20.46.140;
(c) Communication/broadcasting facility;
(d) Community facility;
(e) Day care facility;
(f) Detoxification center;
(g) Finance, insurance and real estate;
(h) General office and business services;
(i) General retail;
(j) Group residential facilities - Class I;
(k) Hotel and lodging place;
(l) Indoor automobile sales, service, repair, or car wash;
(m) Indoor entertainment use;
(n) Indoor recreational facility;
(o) Hospital, medical office and clinic;
(p) Motion picture theater;
(q) Museum and gallery;
(r) Parking structure;
(s) Personal services business;
(t) Physical fitness and health club;
(u) Park, playground or open space;
(v) Public administration;
(w) Public facility;
(x) Residential use of all types;
(y) Restaurant and drinking place;
(z) School and education use;
(aa) Social services facility;
(bb) Transportation facility;
(cc) Veterinary clinic;
(dd) Welfare and charitable services and facility;
(ee) Worship and religious facility. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §17 (part), 2008)
20.74.080 PARKING REQUIREMENTS.

~~In addition to the off-street parking requirements set forth in Chapter 20.48 BMC, the automobile off-street parking spaces shall be provided in accordance with the Downtown Subarea Plan. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §17 (part), 2008)~~

~~20.74.090 LANDSCAPING STANDARDS.~~

~~Landscaping shall meet the standards of Chapter 20.50 BMC. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §17 (part), 2008)~~

~~20.74.100 SIGN STANDARDS.~~

~~Signage shall meet the standards of Chapter 20.52 BMC. For freestanding signs, the maximum size and height standards of Figure 20.52(a) shall apply. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §17 (part), 2008)~~

~~20.75.110 CHANGE OF USE OR REHABILITATION OF EXISTING BUILDING.~~

~~When an existing building or structure is remodeled, improved or a change in use or tenancy occurs, it shall be exempt from off-street parking and landscaping requirements; provided, that:~~

~~(a) The structure is not enlarged, extended or structurally altered outside the existing building envelope in a manner that would require additional parking pursuant to Chapter 20.48 BMC. (Ord. 5301 §3 (Exh. B) (part), 2016)~~

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;
    (6) Group residential facilities Class I per BMC 20.46.180;
    (7) Middle Housing per BMC 20.46.210
    (8) Multi-unit Structure Dwelling;
    (9)~~(7)~~ Senior housing complex per BMC 20.46.190;
    (10)~~(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. (Ord. 5508 §7, 2025; Ord. 5506 §19, 2024; Ord. 5458 §9, 2022; Ord. 5301 §3 (Exh. B) (part), 2016)

20.78.060 DEVELOPMENT STANDARDS.

(a) Lot Standards. Lot development requirements shall be in accordance with this section and the following standards unless allowed for by law otherwise:
(1) Setbacks.
(i) Minimum front yard setback is fifteen (15) feet;
(ii) Minimum side yard setback is five (5) feet;
(iii) Minimum rear yard setback is fifteen (15) feet.
(2) Maximum structure height is ~~thirty~~ forty-five (~~35~~45) feet.
~~(3) Maximum structure height in R-10 areas within the downtown regional center shall be pursuant to Figure 20.74(a) and shall supersede subsection (a)(2) of this section.~~
(4) Minimum lot width is twenty-five (25) feet.
(5) Maximum development coverage is sixty (60) percent.

(b) Zero (0) Lot Line (ZLL) Development. An attached single-family dwelling and/or garage structure may have a single shared side or rear lot line, and a setback reduced to zero (0), provided the structure complies with building code fire separation requirements.

(c) Accessory Structures. The following standards shall apply but are not limited to: garages, carports, shops, barns, covered patios, cabanas, gazebos, and incidental household storage buildings, excluding accessory dwelling units per BMC 20.46.010 and structures not requiring a building permit:
(1) The maximum area for all accessory structures shall be eighty (80) percent of the principal residential use not to exceed one thousand two hundred (1,200) square feet.
(2) Setbacks of detached accessory structures are pursuant to BMC 20.44.060.

(d) Garages, Storage Buildings and Shops.
(1) Any garage, storage building or shop structure shall be designed so that the appearance of the building remains that of a single-family residence including the following:
(i) Constructed of similar materials as the principal unit;
(ii) A roof of equal or greater pitch as the principal unit;
(iii) A height no more than twenty-five (25) percent greater than the principal unit not to exceed thirty-five (35) feet.
(2) Any garage, storage building, or shop may be exempt from the accessory structure size requirements provided it is contained within the principal unit.

(3) Garage, Carport, and Shop Vehicle Entrance Setbacks. When the vehicle entrance faces the street, the garage, carport, or shop shall have a front yard setback of at least twenty (20) feet, except as provided in BMC 20.44.020 (Traditional front yard).

~~(e) Lot Area for Parks and Schools. Parks and schools may exceed maximum lot area requirements if approved by a conditional use permit. (Ord. 5364 §2, 2018: Ord. 5301 §3 (Exh. B) (part), 2016)~~

(e) Multi-unit Structure Dwellings. In addition to the standards of this chapter, Multi-unit Structure Dwellings of 5 or more units shall be in accordance with the following standards:

(1) Open Space. Provide fifteen (15) percent of the gross acreage of the subject property as Open Space.

(2) Design Standards. Structures shall conform to design standards consistent with BMC 20.79.070.

20.78.065 ALLOWABLE DENSITY AND LOT AREA.

The purpose of this section is to establish compatible levels of density within existing neighborhoods. The intent is to allow infill residential development. The following density and lot area standards are applicable to development within the zone:

(a) Minimum Density. The minimum required density is six (6) dwellings per acre.

(b) Maximum Density. The maximum allowed density is eighteen (18) dwellings per acre.

~~(c) Maximum Lot Area. The maximum lot area is seven thousand two hundred sixty (7,260) square feet, with the following exceptions:~~

~~(1) The lot area may be modified through the approval of a residential cluster development pursuant to BMC 20.58.060;~~

~~(2) One (1) lot within a proposal for a division of land may exceed seven thousand two hundred sixty (7,260) square feet, provided the remaining lots do not exceed the seven thousand two hundred sixty (7,260) square foot maximum lot size; and~~

~~(3) A flag lot that complies with the requirements in BMC 20.44.100 may exceed seven thousand two hundred sixty (7,260) square feet, provided the total area of the flag lot does not exceed ten thousand eight hundred ninety (10,890) square feet.~~

~~(d) Minimum Lot Area. The minimum allowed lot area is two thousand five hundred (2,500) square feet.~~

~~(e) Exception to Minimum Lot Areas.~~

~~(1) The minimum lot area may be modified through the approval of a residential cluster development pursuant to BMC 20.58.060, provided the development complies with the maximum density requirement set forth in subsection (b) of this section.~~

~~(2) When a new subdivision is proposed, the size of lots in land division may be reduced below the minimum lot size provided all the following are met:~~

~~(i) The overall average of the proposed lots do not exceed the permissible maximum density.~~

~~(ii) All lots that are smaller than the minimum lot size shall demonstrate that they are developable by showing code compliance with such items as required parking, lot coverage, setbacks, stormwater compliance, etc.~~

~~(iii) The platting documents shall include documentation of allowed uses and language that ensures maximum density is not exceeded.~~
~~(iv) If the land division is submitted in phases of development, each phase submitted for approval shall meet these provisions~~. (Ord. 5422 §5, 2021; Ord. 5404 §3, 2020: Ord. 5364 §3, 2018: Ord. 5301 §3 (Exh. B) (part), 2016)

20.79.060 DEVELOPMENT STANDARDS.

~~(a) For properties located within the downtown regional center, the Downtown Subarea Plan will regulate development standards. The following development standards listed are for all other locations where the R-40 zone is located.~~

(a~~b~~) Lot Standards. Lot development requirements shall be in accordance with this section and the following standards unless allowed for by law otherwise:

(1) Setbacks.

(i) Minimum front yard setback is fifteen (15) feet;

(ii) Minimum side yard setback is five (5) feet;

(iii) Minimum rear yard setback is fifteen (15) feet.

(2) The maximum height of the structure shall meet the following:

(i) Maximum structure height is ~~forty~~sixty-five (~~45~~ 65) feet~~, except that conditionally allowed uses per BMC 20.79.040 may be sixty (60) feet unless otherwise noted~~; and

(ii) For properties that are adjacent to low density residential (R-10) zone, buildings taller than thirty-five (35) feet shall increase the setback by one (1) foot from the R-10 zone property line for every one (1) foot building height increase over thirty-five (35) feet.

(3) Maximum development coverage is seventy-five (75) percent.

(b~~e~~) Zero (0) Lot Line (ZLL) Development. An attached dwelling and/or garage structure may have shared side or rear lot line, and setback reduced to zero (0), provided the structure complies with building code fire separation requirements.

(c~~d~~) Garages, Storage Buildings and Shops.

(1) Garage, Carport, and Shop Vehicle Entrance Setbacks. When the vehicle entrance faces the street, the garage, carport, or shop shall have a front yard setback of at least twenty (20) feet, except as provided in BMC 20.44.020 (Traditional front yard).

(d~~e~~) Minimum density: ~~eighteen (18)~~ fifteen (15) dwelling units per acre.

(e~~f~~) Maximum density: forty (40) dwelling units per acre.

(f~~g~~) Open Space. For projects of twenty-five (25) units or more, a minimum of fifteen (15) percent of the net site area shall be set aside and utilized as open space for use and enjoyment of future residents either as passive and/or active space. Designated critical areas pursuant to Chapter 20.14 BMC shall not be used for the open space. Such open spaces shall at a minimum meet the following standards:

(1) Passive and Active Open Spaces. All open spaces must include facilities for active and/or passive recreation. Passive spaces could include facilities such as trails, benches, shelters, public plazas, and year-round water features. Active spaces can include children's play equipment, paved hard court (basketball or tennis court), flat, open lawn for ballfield and other such facilities.

(2) Open Space Plan. For all designated open space areas the proposal shall include an open space plan. This plan is to ensure the open space is maintained and preserved in perpetuity. All open space areas shall comply with the following:

(i) Identify all proposed improvements such as public facilities, proposed vegetation, and existing vegetation to remain; and

(ii) The plan must comply with the requirements of the landscaping chapter, found in Chapter 20.50 BMC; and

(iii) The plan shall outline maintenance responsibilities; and

(iv) The plan shall include a notice to title approved by the City and recorded with the County Auditor. This notice shall include provisions for the designation and retention of open space, and provisions for permanent maintenance of the open space and/or commonly owned facilities. (Ord. 5390 §8, 2019: Ord. 5301 §3 (Exh. B) (part), 2016)

20.82.060 DEVELOPMENT STANDARDS.

Lot development requirements shall be in accordance with the following standards unless allowed for by law otherwise:

(a) Maximum front yard setback: ten (10) feet. At least sixty-five (65) percent of a building's front facade must meet the maximum front yard setback. The setback may be increased if the Director finds that such increase is the minimum necessary to facilitate a superior site design. In order to obtain approval for an increased setback, the applicant shall submit a written analysis establishing how the project facilitates superior site design, is the minimum necessary, is consistent with specific goals and policies within the Comprehensive Plan, and is compliant with all applicable sections of the BMC. The following list identifies examples of circumstances where increased setbacks may be found to be appropriate:

(1) When the site includes more than one (1) street frontage;

(2) To accommodate existing topography, utilities, or other physical site constraints that make compliance with the setback infeasible;

(3) To accommodate phasing of infill development;

(4) On sites that are significantly developed with existing legally established nonconforming uses or structures whereby strict code compliance will not facilitate effective circulation; or

(5) For projects that in the opinion of the Director provide enhanced public amenities within the setback area which include, but are not limited to, the following: public plazas, increased landscaping, architectural features, and improved pedestrian connections;

(b) Side yard setback: zero (0) except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(c) Rear yard setback: zero (0) except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(d) Maximum building size: nonresidential uses may not exceed a footprint of fifteen thousand (15,000) gross square feet;

(e) Maximum building coverage: sixty (60) percent base maximum; provided, that through the use of any combination of the following, building coverage may be increased up to eighty-five (85) percent maximum:
  (1) Projects containing mixed uses: twenty (20) percent bonus;
  (2) Projects within a two (2) or three (3) story building: ten (10) percent bonus;
  (3) Projects providing a pedestrian-oriented plaza or area of at least one hundred fifty (150) square feet along a pedestrian walkway at an intersection corner, bus stop or other key pedestrian area approved by the City. Such areas shall contain seating for at least four (4) people, a trash receptacle and three (3) or more of the following: a pedestrian shelter, a drinking fountain, a bike rack, pedestrian-scale lights, pavers on the walkway surfaces, a kiosk, a street vendor station providing food or beverages, trees, a statue or sculpture, or a public restroom. Interior courtyards with these amenities qualify if they would be readily apparent and accessible to pedestrians on adjoining sidewalks: ten (10) percent bonus;
  (4) Projects providing a through-block corridor that facilitates pedestrian access in a location approved by the City: five (5) percent bonus;
  (5) Projects providing at least fifty (50) percent of their required parking underground or within the building: twenty (20) percent bonus;

(f) Maximum development coverage: maximum coverage by impervious surfaces seventy-five (75) percent; provided, that through the use of any combination of the mechanisms listed in subsections (e)(1) through (5) of this section, up to ninety-five (95) percent maximum development coverage may be allowed;

(g) Maximum building height: thirty-five (35) feet;

(h) There is no maximum density for residential as a secondary use, minimum density is 15 dwelling units per acre. (Ord. 5319 §14, 2017: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5222 §17, 2013; Ord. 5046 §22, 2008; Ord. 4977 §13, 2006; Ord. 4950 §8 (Exh. A) (part), 2005)

20.98.060 DEVELOPMENT STANDARDS.

Development shall be in accord with the following standards:

(a) Minimum front yard setback: zero (0), except ten (10) feet where adjacent to any lot not within the institutional zone;

(b) Minimum side yard setback: zero (0), except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(c) Minimum rear yard setback: zero (0), except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(d) Maximum height: eighty-five (85) feet, provided all upper level setback requirements are met;

(e) Upper level setbacks: where adjacent to any lot not within the institutional (INST) zone, structures shall be set back one (1) additional foot for each additional foot of height above thirty-five (35) feet.

(f) Density: There is no maximum density for residential use, minimum density is 15 dwelling units per acre.

(Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §36, 2008; Ord. 4950 §8 (Exh. A) (part), 2005)

Development Standards

Introduction

The development standards will set the zoning regulations for the East Park development. This section will illustrate lot standards, approximate open space locations and road standards. The intention of the standards is to provide a framework that guides this development into a successful neighborhood that will provide a mixture of compatible housing types. It becomes essential for all design elements such as; uses, setbacks, height, bulk, open spaces, and circulation to coexist and complement each other.

Each sub area development zone; low, medium, high and mixed use will allow a variety of product types. The development standards illustrate multiple design examples within each zone. The variation within a zone is driven by topography, relationship to open space, emergency vehicle access, and building scale. In short, one lot standard for each zone is not enough to allow diversity and meet the Comprehensive Planning goals.

General Development Standards

Building Separation
Where building separation requirements exist, the separation shall be the average, however in no case shall it be less than the required side yards combined.

Accessary Dwelling Units (ADUs)
- Entrance may be on any facade including that of the principal structure.
- No parking requirement for 1 bedroom or less
- One off street parking stall required for two or more bedrooms.
- Not included in maximum density requirements.
- Carriage units maximum garage structure shall be limited to 1,100 sq ft when serving a remote residential unit.
- The maximum area of all accessory structures exclude attached and detached garages.
- Maximum height of attached or detached carriage units shall not exceed the height limit of the zone.

Open Space
- Where use easements exist, required open space may include the area on the adjacent lot covered by the use easement.
- The open spaces shall be maintained by a homeowners association
- All landscape features and bioswales within the public ways shall be maintained by a homeowners association.
- Prior to construction, all significant trees within the 'open space' designation affected by construction activities shall be evaluated by a certified arborist. The arborist shall prepare a report and clearly outline necessary steps to ensure survival of healthy significant trees during and after construction.
- Wildlife corridors shall be planted and maintained appropriately for wildlife habitat in accordance with a wildlife biologist or the best available scientific evidence supporting the actions taken.

Signage
Per section BMC 20.52 with the following exceptions:
- Mixed Use areas shall comply with Commercial District Requirements BMC 20.52.100
- All other areas shall comply with residential requirements BMC 20.52.120

Fencing
Per BMC 20.46.020 with the following exceptions:
- Cyclone fencing not allowed except for dog runs of a maximum of 72 sq ft

and screened from adjoining property.
- Front yard fencing a maximum height of 42 inches with a minimum of 25% open.
- 6 ft. high fence allowed in secondary frontage with 50% open above 42 inches.

Accessary Structures
Per BMC 20.44.060

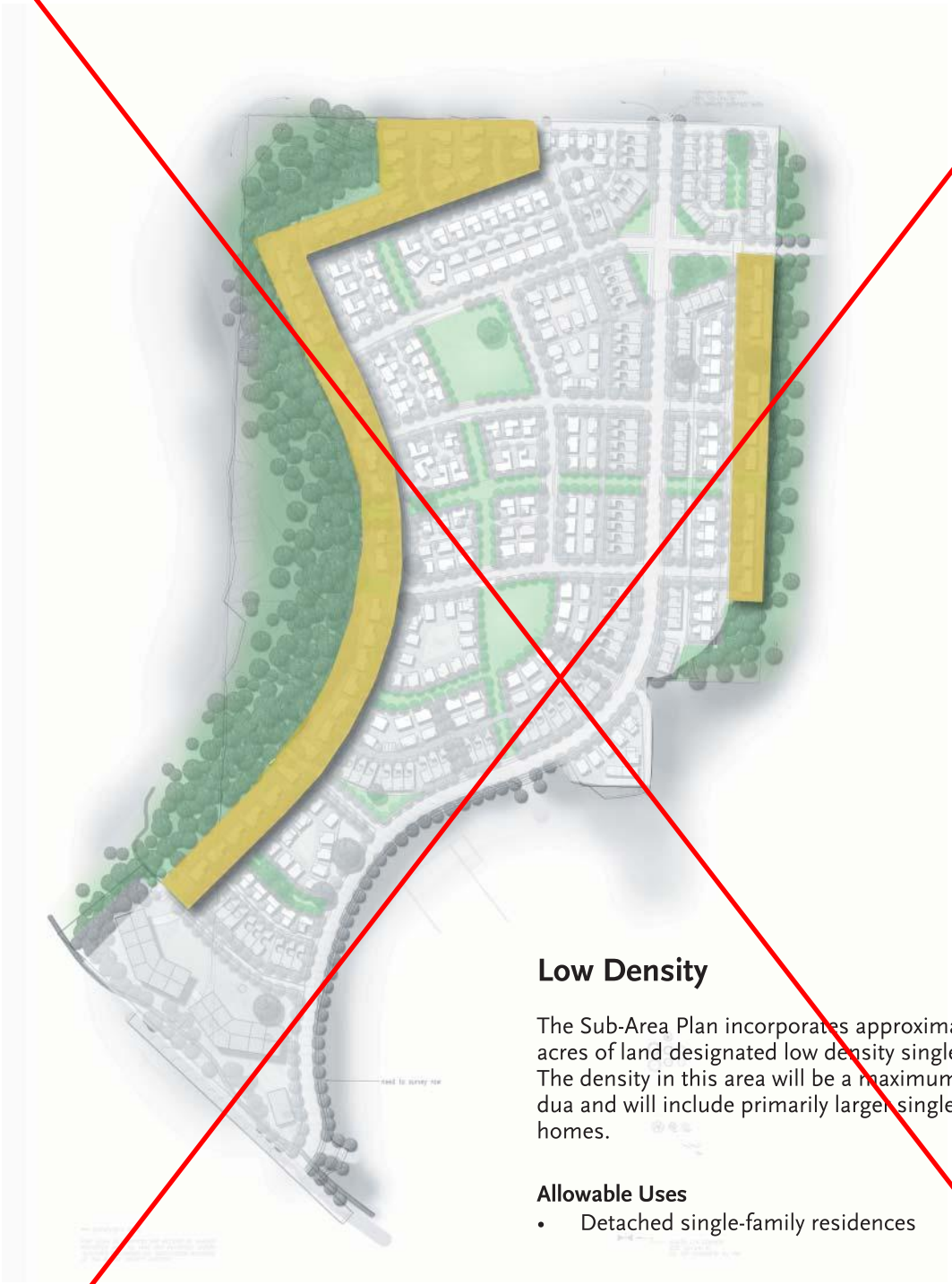
Parking
Per East Park Development Standards
- Loading space is not required for non-residential uses under 2500 sq ft.
- Maximum allowed garage structure limited to 1100 sq ft.

Trash and Recycling Collection
- Residential curb side collection for all attached and detached single family housing.
- If collection area is established it shall be screened from the public realm by a minimum 5 ft wide landscape buffer.

Mailboxes
- Individual "door slot" delivery is preferred, which is the common delivery method for Manette. If delivered mail box kiosks are used, they shall conform to architectural character of neighborhood structures.

Fire Systems
- Some of the road width standards presented in the plan are reductions in that required by the International Fire Code and the BMC. All residential struc tures that are accessed from reduced width fire apparatus access roadways in the project area shall be equiped through out with a fire sprinkler system.

Low Density



Change proposed with Ord. 5512

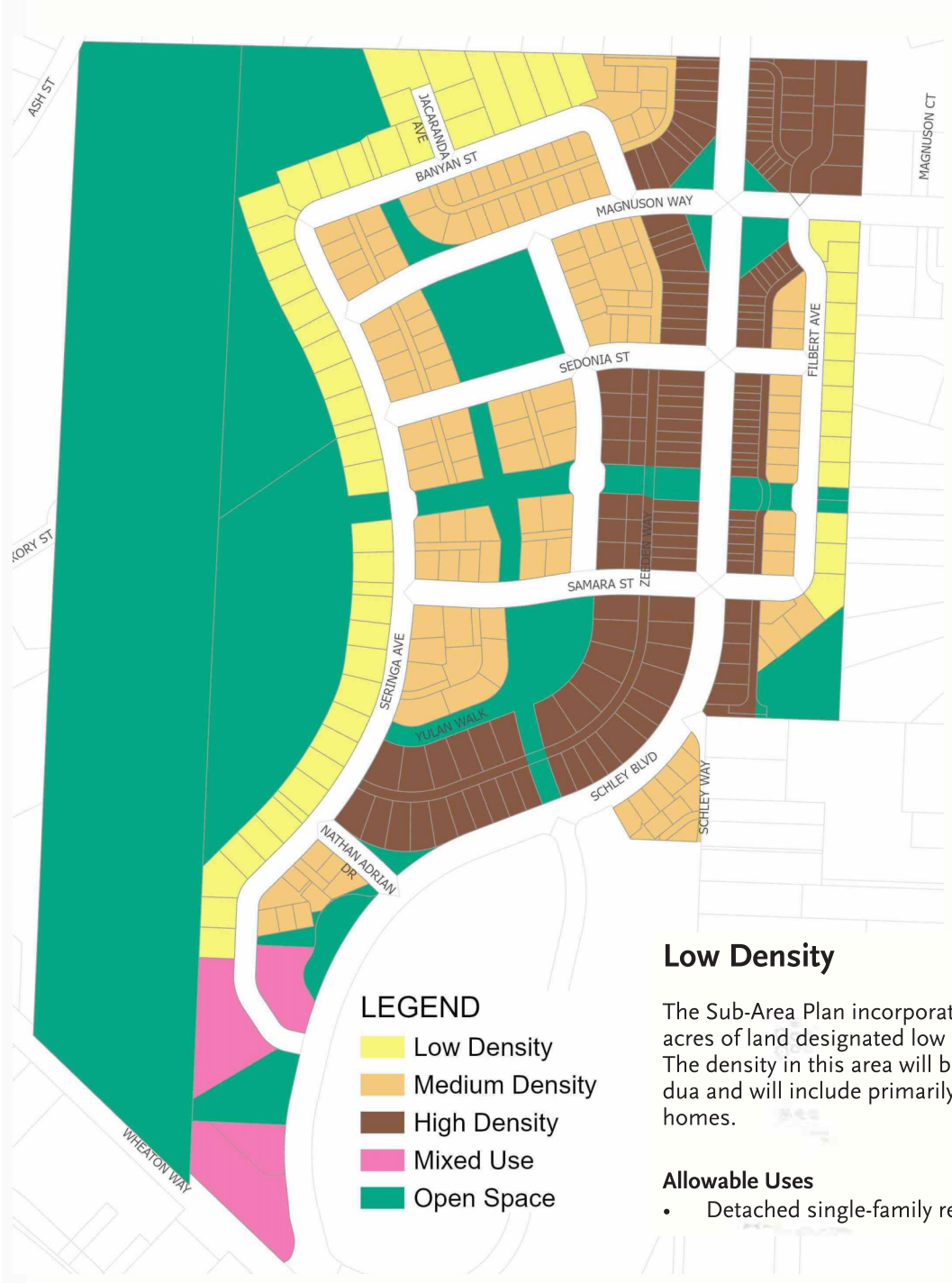
Low Density

The Sub-Area Plan incorporates approximately 7 acres of land designated low density single family. The density in this area will be a maximum of 12 dua and will include primarily larger single family homes.

Allowable Uses

- Detached single-family residences

Low Density



New map proposed with Ord. 5512

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Allowable Uses

- Detached single-family residences

Low Density

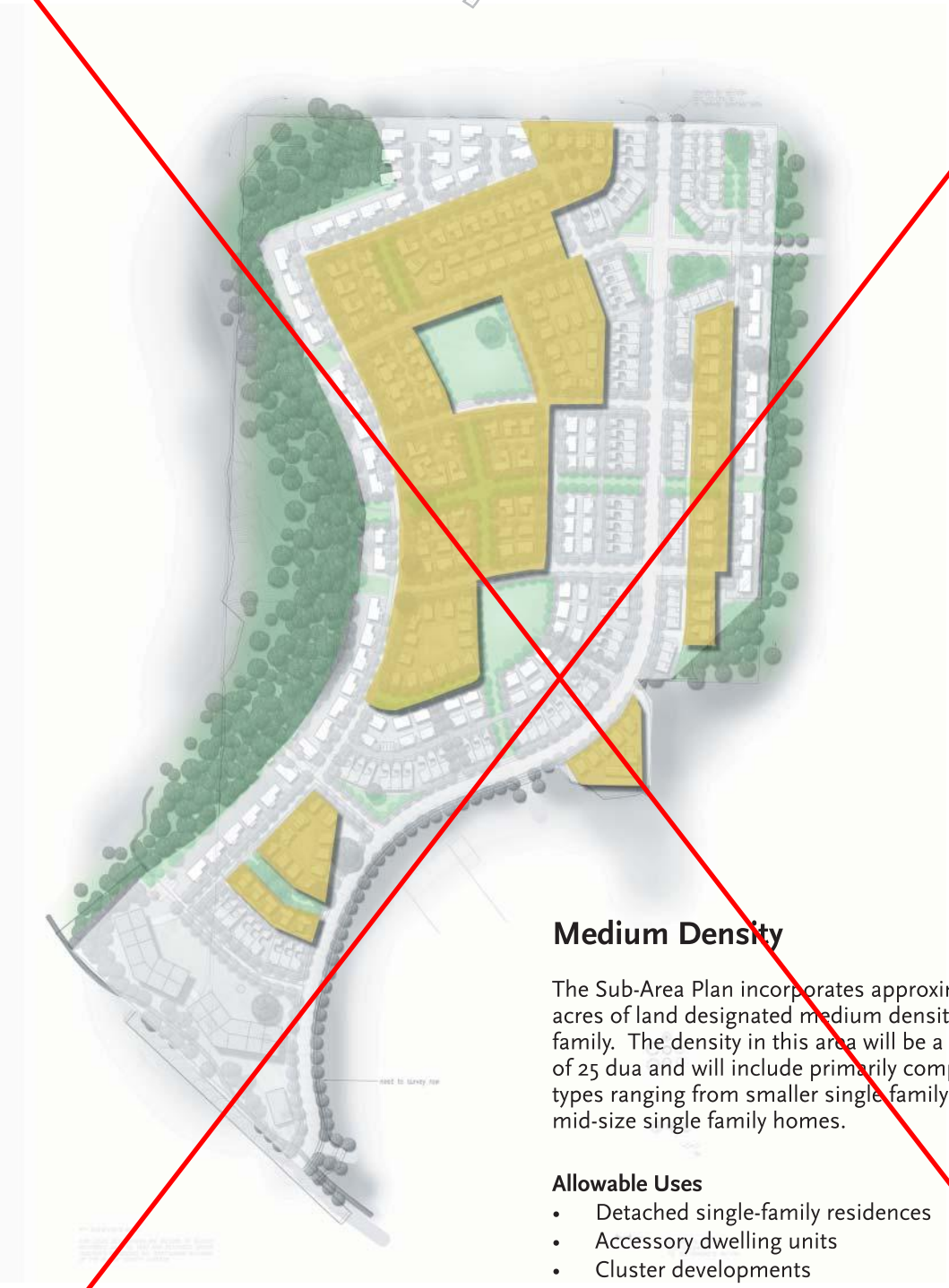
Traditional Single Family Lot

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 60% **development coverage** - 70%	**minimum lot size** - 3600 sq ft **minimum lot width** - 50' **minimum lot depth** - 60' **street setback** - 5' minimum **side setback** - 4' minimum **rear setback**- 10 ' minimum **open space** - 400 sq ft **parking** - 2 stalls	- Street facing garage limited to 50% of building width. - Minimum 18' setback to garage doors.

Traditional Single Family Lot-
Side Load Garage

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 60% **development coverage** - 70%	**minimum lot size** - 3600 sq ft **minimum lot width** - 50' **minimum lot depth** - 60' **street setback** - 5' minimum **side setback** - 4' minimum **rear setback**- 10 ' minimum **open space** - 400 sq ft **parking** - 2 stalls	- Street facing garage limited to 50% of building width. - Minimum 18' setback to garage doors.

Medium Density



Change proposed with Ord. 5512

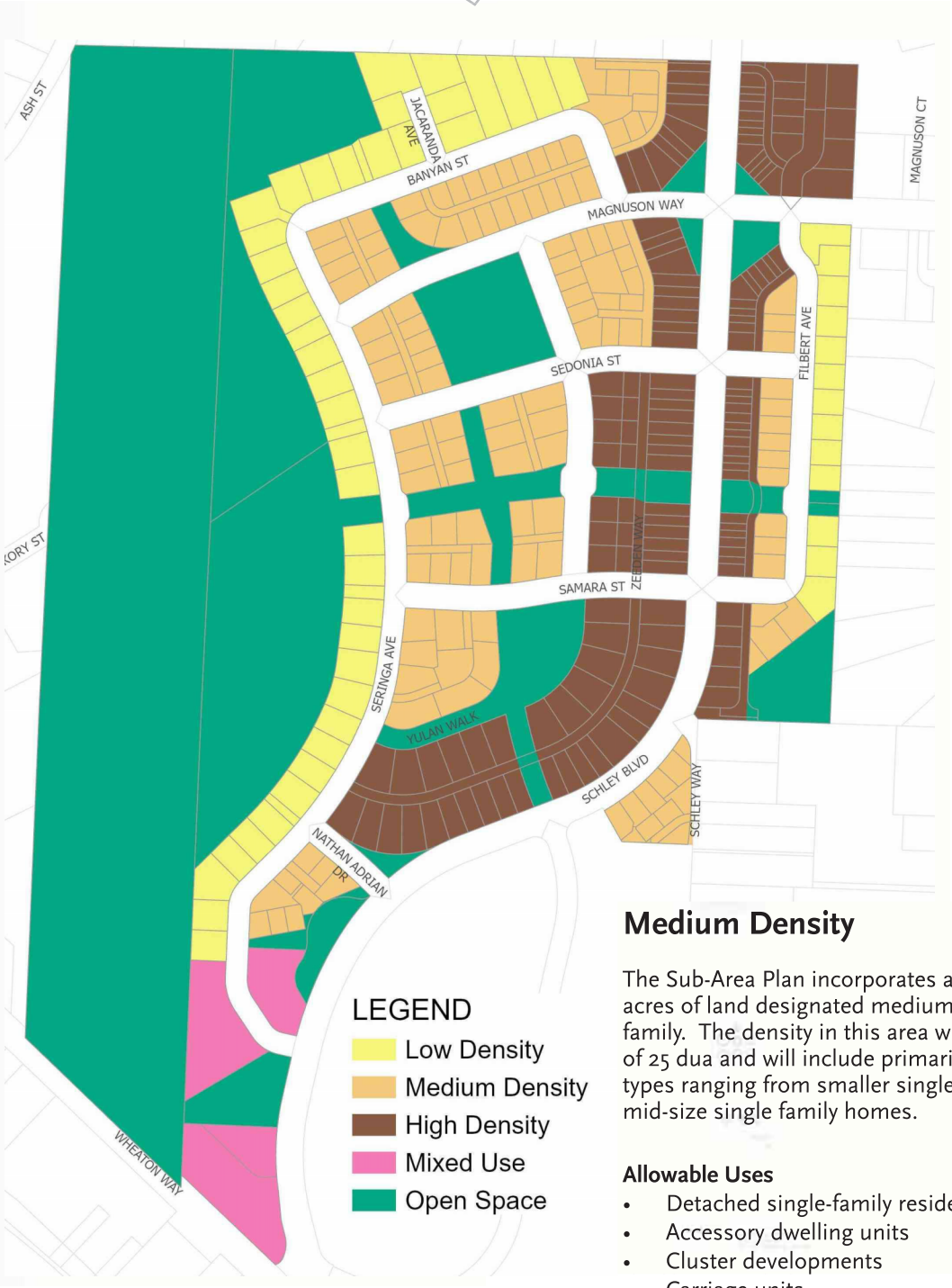
Medium Density

The Sub-Area Plan incorporates approximately 14 acres of land designated medium density single family. The density in this area will be a maximum of 25 dua and will include primarily compatible unit types ranging from smaller single family homes to mid-size single family homes.

Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units

Medium Density



New map proposed with Ord. 5512

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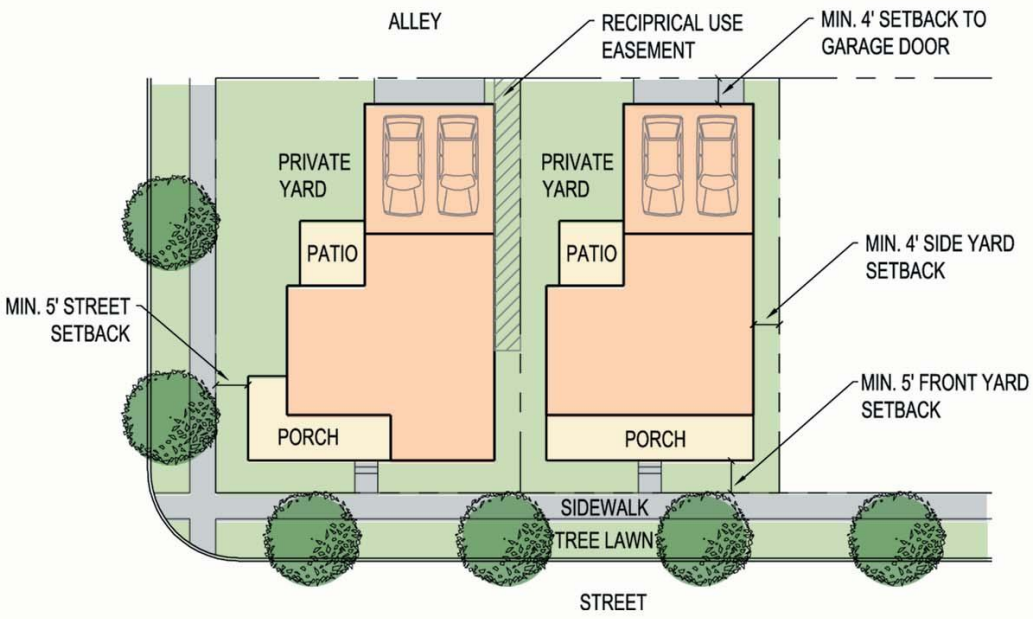
Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units

Medium Density

Single Family Alley Lot

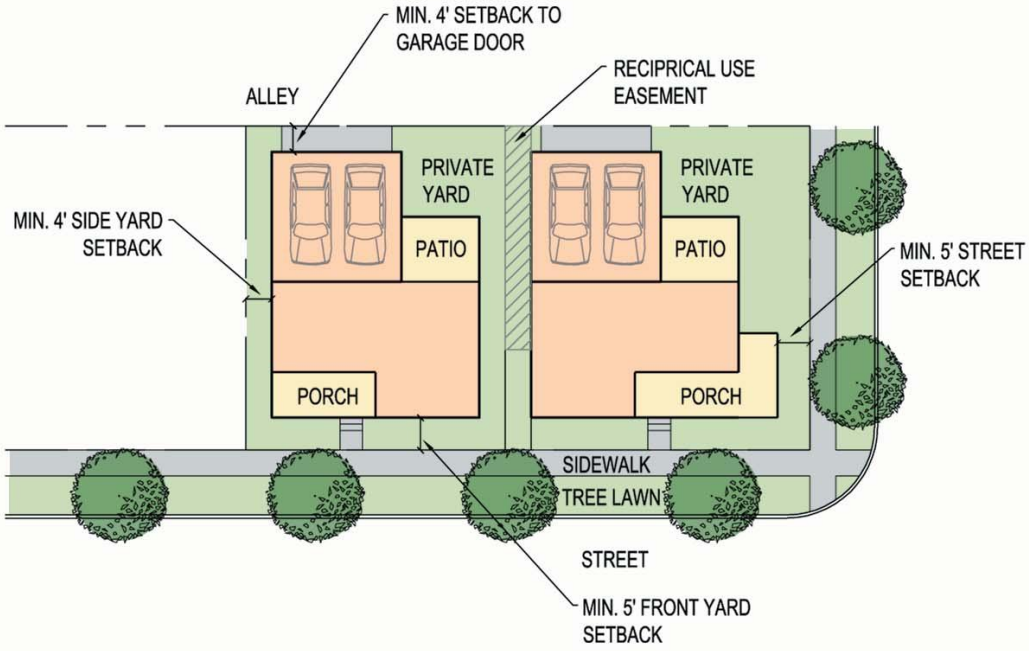


Development Standards

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75 %	**minimum lot size -** 2000 sq ft **minimum lot width -** 34' **minimum lot depth -** 60' open space- 300 sq ft **street** setback- 5' minimum **rear** setback- 0' minimum at alley and 4' minimum to garage door **side setback** - 4' minimum **parking** - 2 stalls	

Medium Density

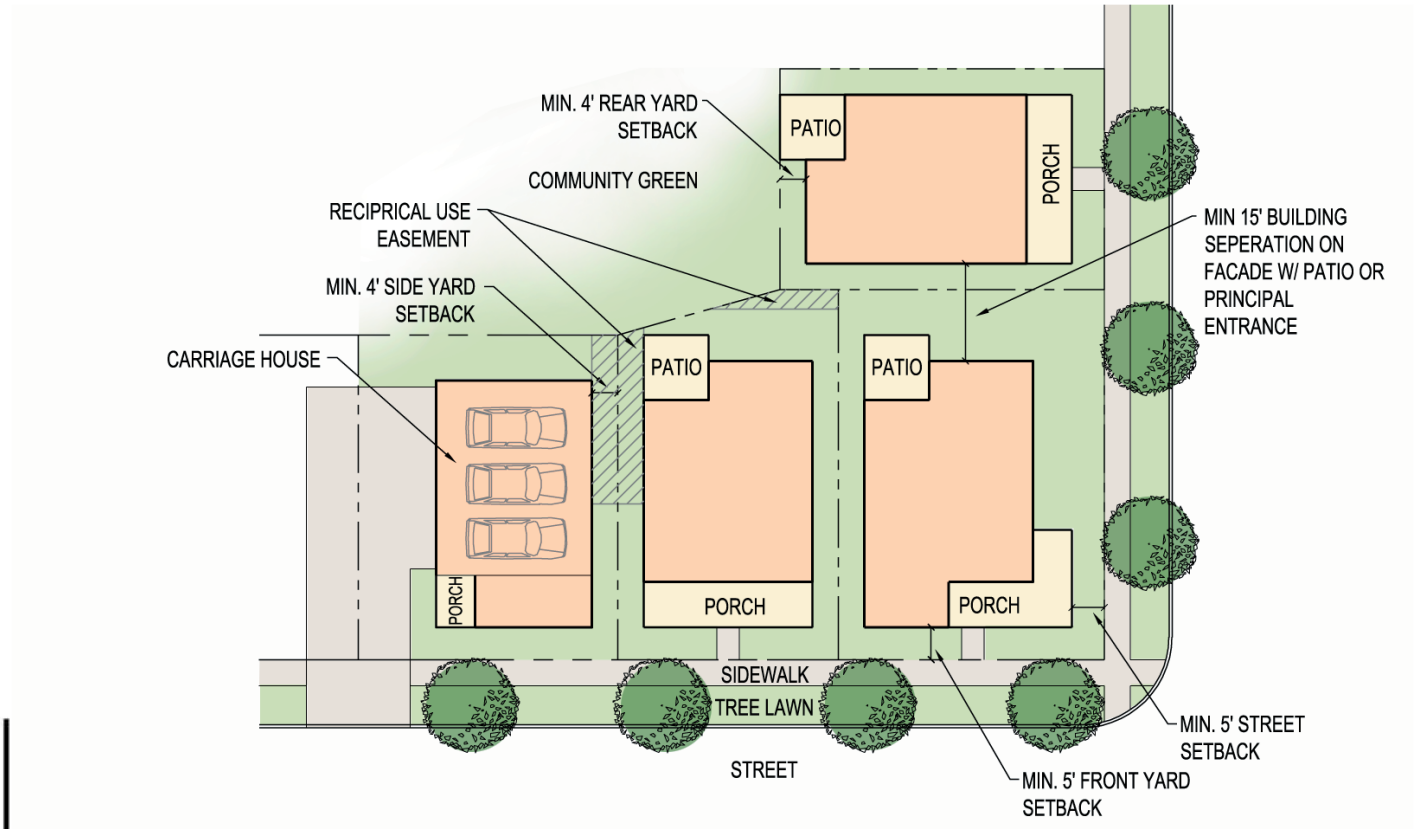
Single Family Lot with Basement Garage



building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75%	**minimum lot size -** 1700 sq ft **minimum lot width -** 34' **minimum lot depth -** 50' **street setback** - 5' minimum **side** setback- 4' minimum **rear setback** - 0' minimum at alley and 4' to garage door **open space** - 300 sq ft **parking -** 2 spaces	

Medium Density

Cluster Development Lot



Development Standards

building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75%	**minimum lot size** - 1700 sq ft **minimum lot width** - 34' **minimum lot depth** - 50' **street setback** - 5' minimum **side** setback- 4' minimum **rear** setback- 4' minimum **open space** - 200 sq ft on lot and or common green **parking**- one off street space no more than 150' from the dwelling it serves.	

High Density

Change proposed with Ord. 5512

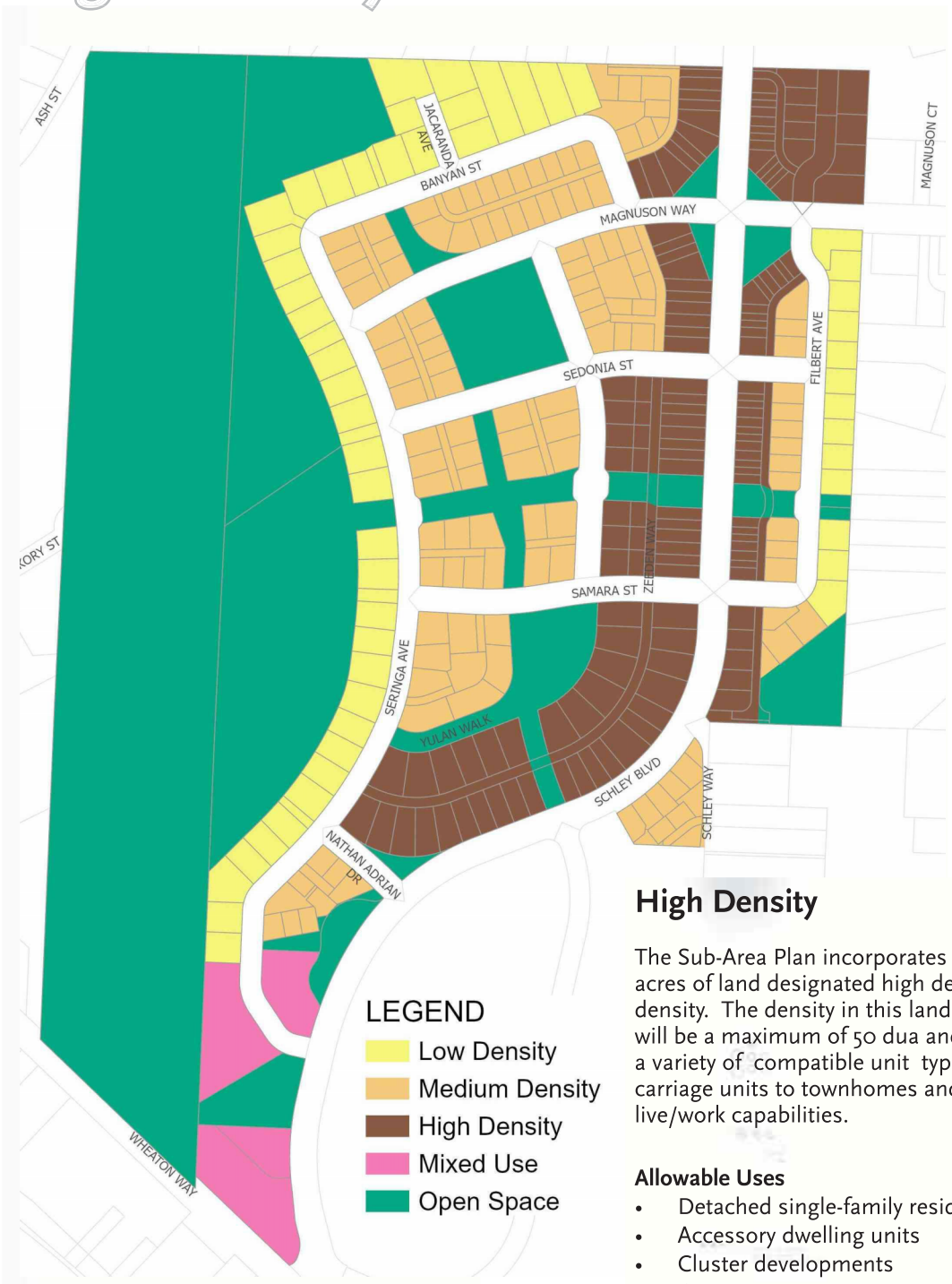
High Density

The Sub-Area Plan incorporates approximately 10 acres of land designated high density single family density. The density in this land use designation will be a maximum of 50 dua and will allow for a variety of compatible unit types ranging from carriage units to townhomes and residences with live/work capabilities.

Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

High Density



New map proposed with Ord. 5512

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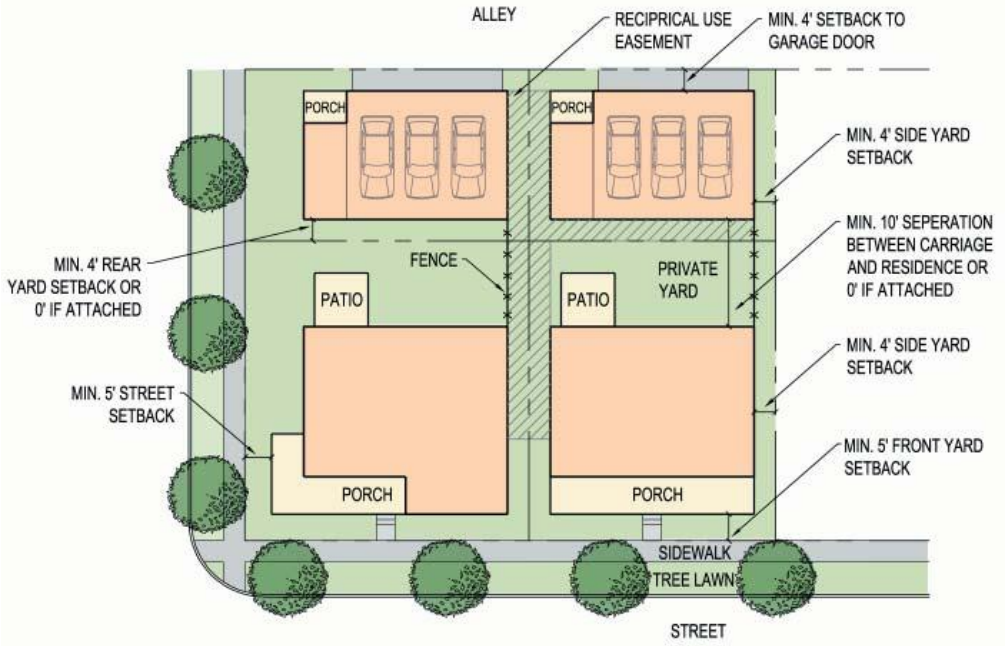
Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

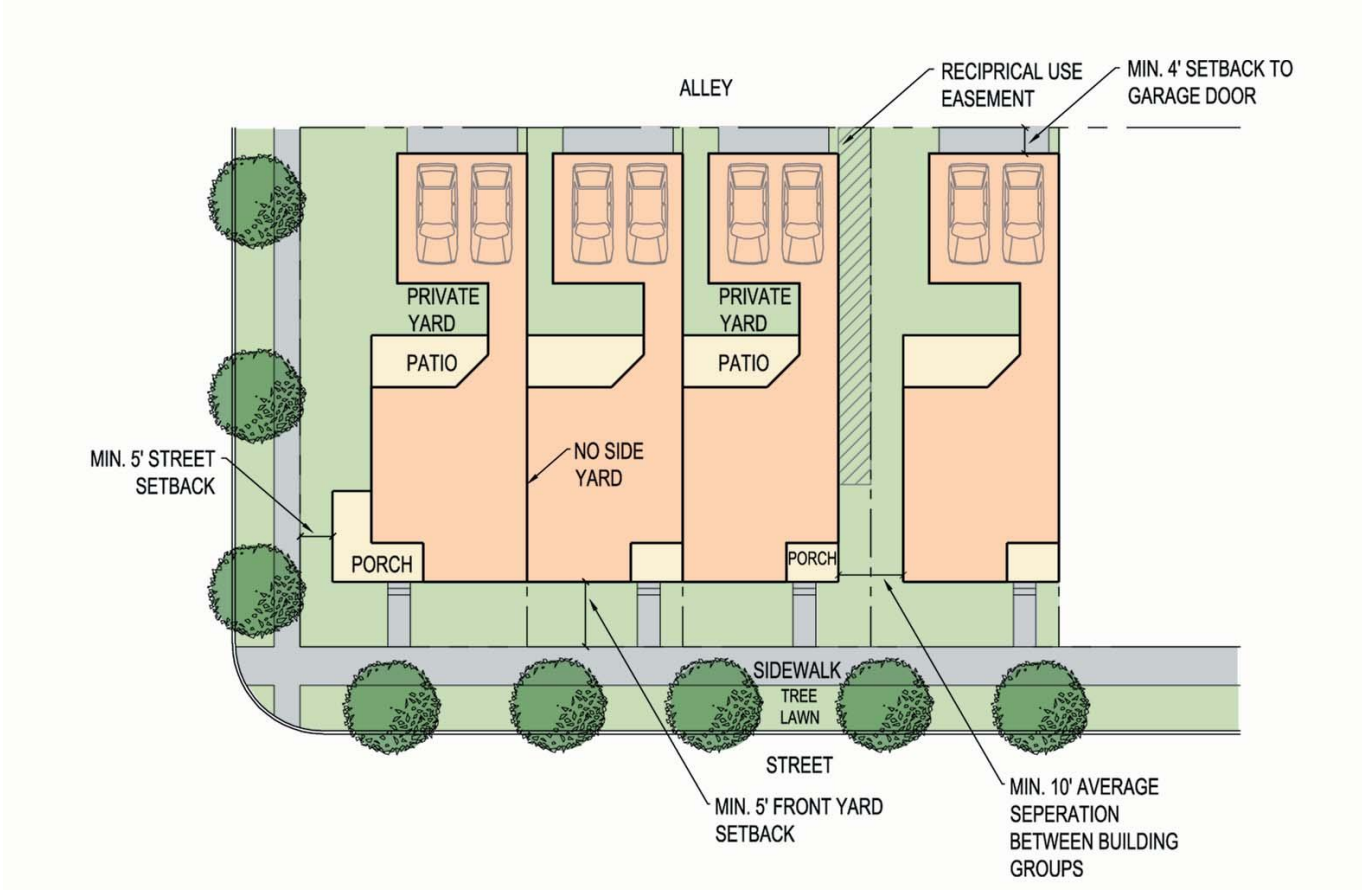
Single Family Lot with Carriage Garage



building mass	lot requirements	additional standards
• *residential lot* **building height** - 35' measured from average finished grade to average roof height **building coverage** - 75% **development coverage**- 85% • *carriage lot* **building height** - 35' measured from average finished grade to average roof height **building coverage**- 80% **development coverage**- 90%	• *residential lot* **minimum lot size -** 2,500 sq ft **minimum lot width -** 46' **minimum lot depth -** 56' **street setback** - 5' minimum **side** setback- 4' minimum **rear** setback- 0' minimum to alley and 4' to garage door **parking** - 2 stalls **open space** - 300 sq ft • *carriage lot:* **minimum lot size** - 850 sq ft **minimum lot width** - 32' **minimum lot depth** - 28' **street setback** - 5' min **side setback** - 4' minimum or 0' if attached **rear setback** - 0' minimum to alley and 4' to garage door **parking-** 1 stall **open space** - 0 sq ft	

High Density

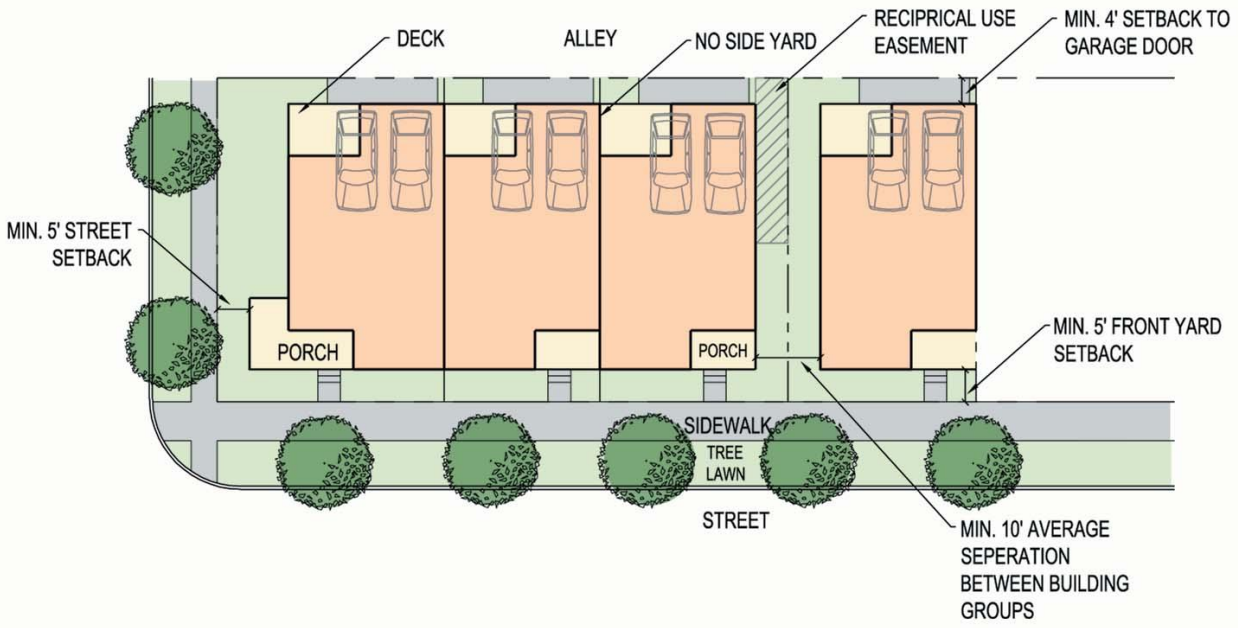
Townhome Lot



building mass	lot requirements	additional standards
building height - 40' measured from average finished grade to average roof height **building coverage** - 80% **development coverage** - 90%	**minimum lot size** - 1500 sq ft **minimum lot width** - 20' **minimum lot depth** - 78' **street** setback- 5' minimum **side** setback- 4' minimum or attached **rear** setback- 0' minimum to alley and 4' to garage door **open space** - 200 sq ft **parking** - 2 stalls	

High Density

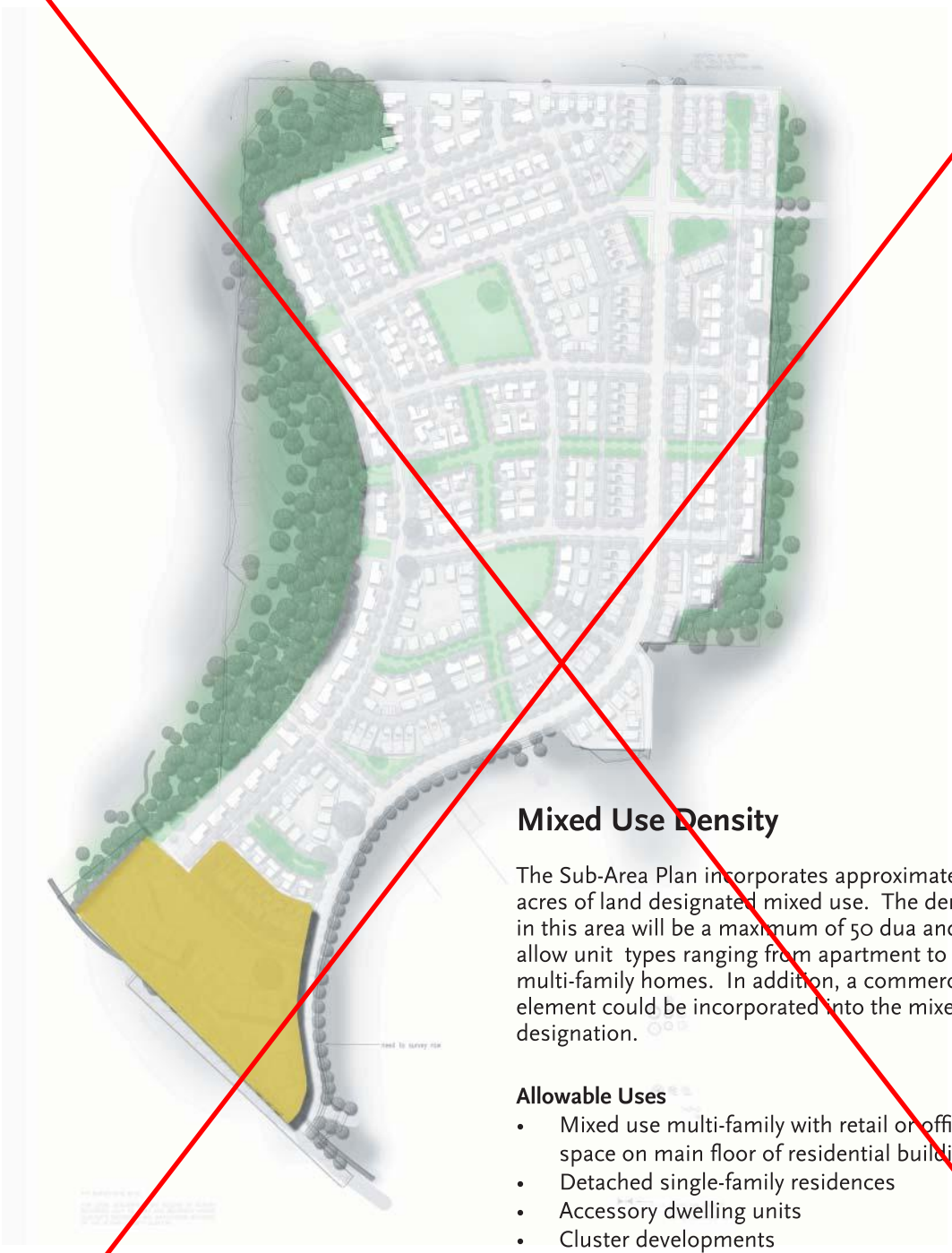
Townhome with Basement Garage Lot



Development Standards

building mass	lot requirements	additional standards
building height - 40' measured from average finished grade to average roof height **building coverage** - 95% **development coverage** - 100%	**minimum lot size** - 600 sq ft **minimum lot width** - 14' **minimum lot depth** - 44' **street setback** - 5' minimum **side** setback- 4' minimum or attached **rear** setback- 0' minimum to alley and 4' to garage door **open space** - 60 sq ft deck or porch **parking** - 1 stall per unit with 2 stalls for 2 or more bedroom units	

Mixed Use Density



Change proposed with Ord. 5512

Mixed Use Density

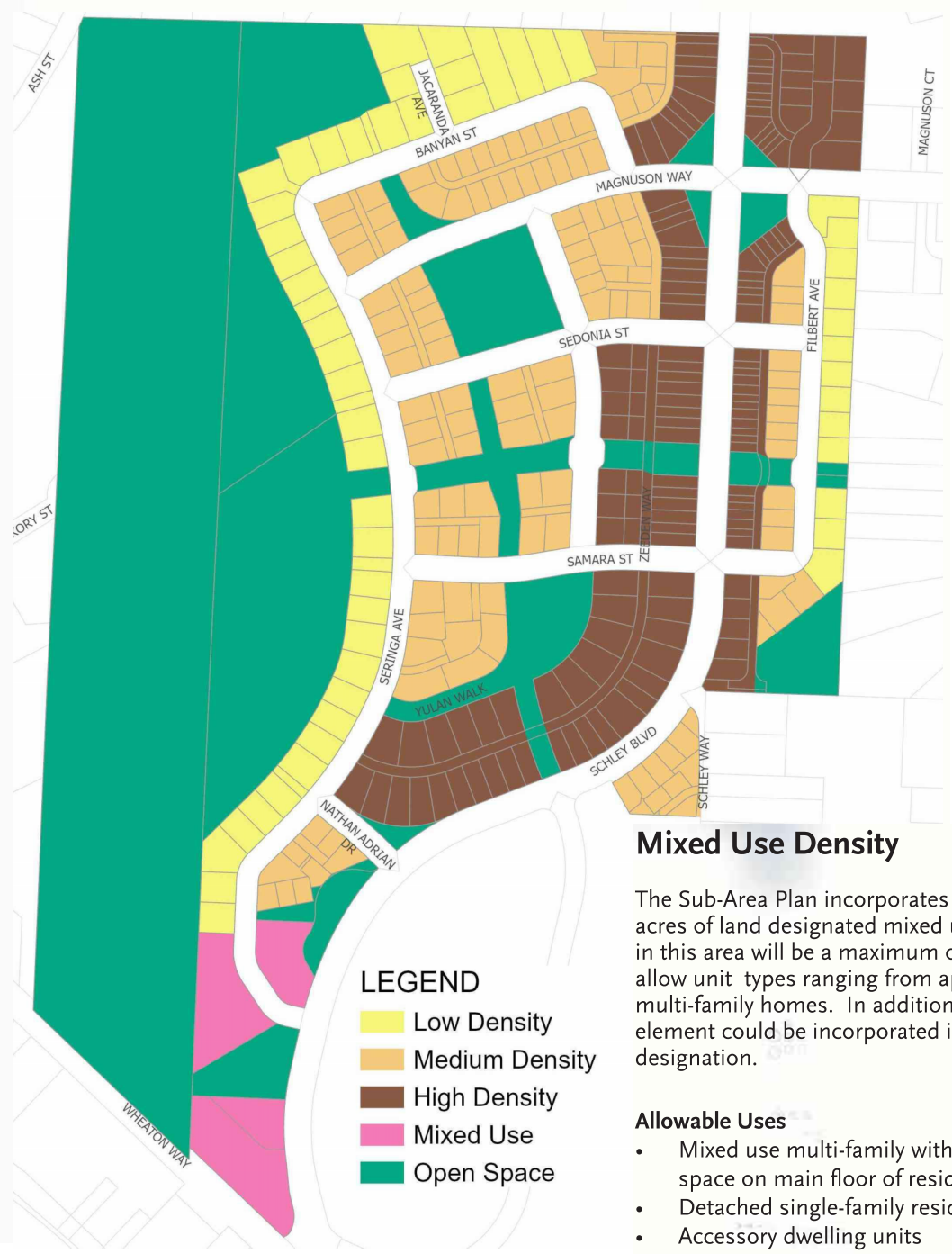
The Sub-Area Plan incorporates approximately 4 acres of land designated mixed use. The density in this area will be a maximum of 50 dua and will allow unit types ranging from apartment to luxury multi-family homes. In addition, a commercial element could be incorporated into the mixed use designation.

Allowable Uses

- Mixed use multi-family with retail or office space on main floor of residential building
- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

Mixed Use Density

New map proposed with Ord. 5512



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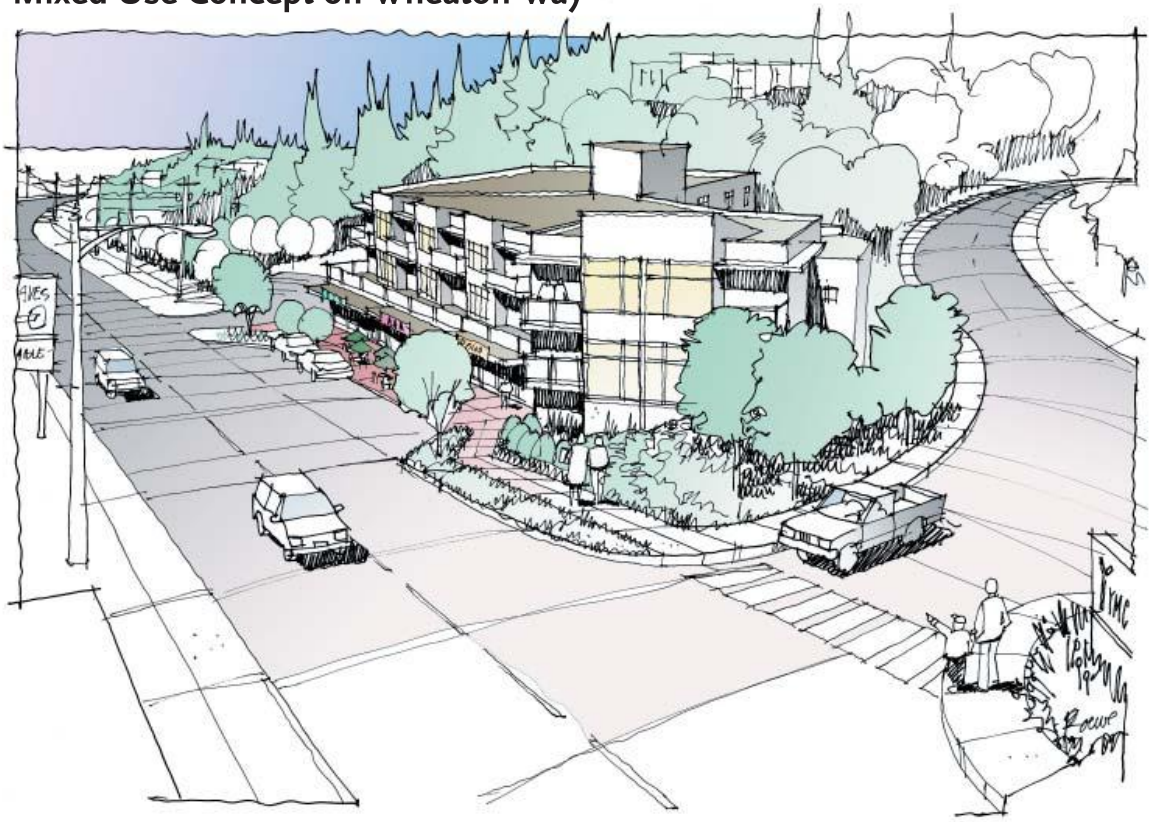
- Mixed use multi-family with retail or office space on main floor of residential building
- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

Mixed Use Density

Mixed Use Concept on Wheaton Way



Development Standards

building mass	lot requirements	additional standards
building height - 60' measured from average finished grade to average roof height **building coverage** - 90% **development coverage** - 100%	**street setback** - 0' minimum **other** setback- 10' minimum **residential parking-** 1 per one bedroom unit 2 per 2 or more bedroom unit **open space-** 10% of site usable **general retail and office and business services parking**- 2500 sq ft exempt from parking and off street loading spaces	Retail, commercial or office space is allowed at ground level with residential uses above. Stand alone buildings of retail, commercial or office buildings are not permitted.

Open Space

Open Space

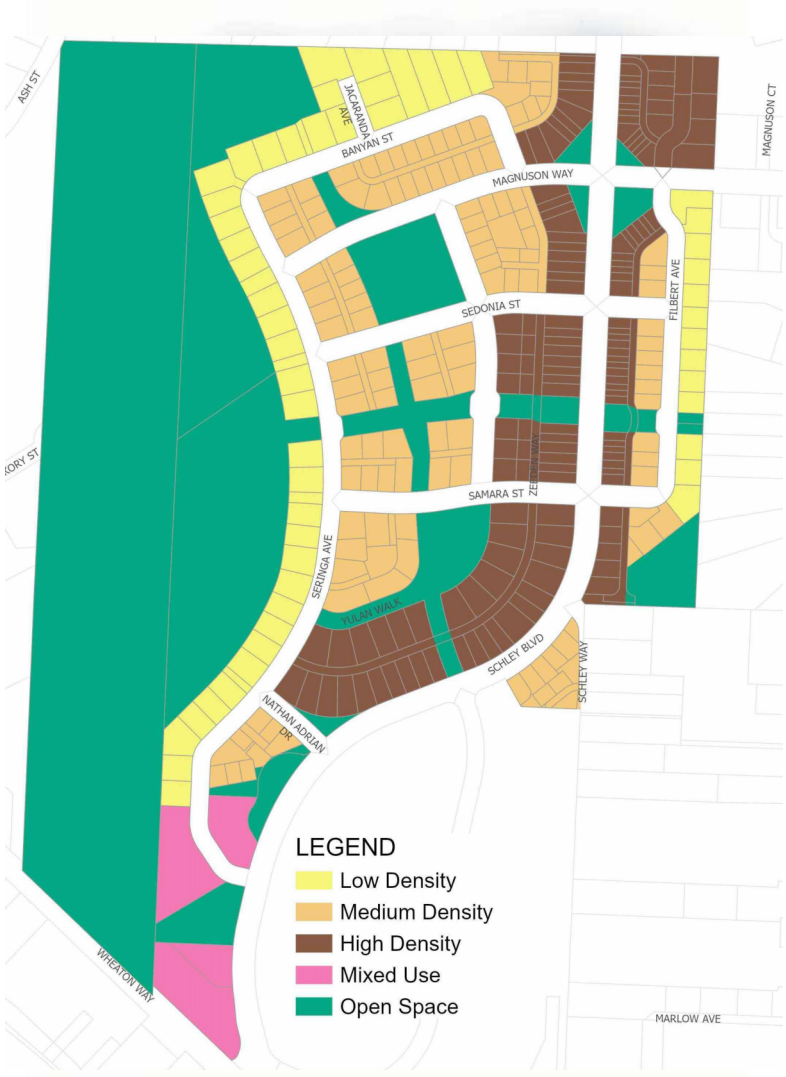
The City of Bremerton has identified the need to increase the City's supply of parks and open space. Currently, the level of service for "local park" space is 1.48 acres per 1000 residents and an additional 2.21 acres of "open space" for a total of 3.69 acres per 1000 residents (this does not include "regional" open space). The design of the East Park Sub-Area Plan will house approximately 1100 new residents and provide approximately 25% of the entire site as open space. This will exceed Bremerton's current level of park and open space service for this neighborhood by over 270%.

Goals and Strategies:

- Create a more livable and beautiful community through park and open space design. Parks will be designed to encourage and support social interaction.
- Establish a hierarchy and variety of parks and open spaces for a variety of age groups such as conservation areas, neighborhood parks, active parks, trails and sitting areas under trees to meet the diverse needs of all residents.
- Design active parks to maximize use by locating areas for easy supervision – e.g. within close proximity of homes, maximizing supervision from homes and the community at large and by providing appropriate lighting.
- Build durable parks and reduce maintenance costs, using low maintenance and sustainable landscaping.
- Include porches adjacent parks to increase community interaction.
- Provide adequate sized trash and recycling bins in park areas.
- Create open spaces easily accessible to residents.
- Create public viewing areas.
- Use open spaces for water quality.
- Provide for the Urban Trail along the south portion of the site.
- Provide a functional wildlife corridor linking the Madrona Forest on the west to the Riparian Corridor on the east.

Change proposed with Ord. 5512

Open Space



Goals and Strategies:

- Create a more livable and beautiful community through park and open space design. Parks will be designed to encourage and support social interaction.
- Establish a hierarchy and variety of parks and open spaces for a variety of age groups such as conservation areas, neighborhood parks, active parks, trails and sitting areas under trees to meet the diverse needs of all residents.
- Design active parks to maximize use by locating areas for easy supervision – e.g. within close proximity of homes, maximizing supervision from homes and the community at large and by providing appropriate lighting.
- Build durable parks and reduce maintenance costs, using low maintenance and sustainable landscaping.
- Include porches adjacent parks to increase community interaction.
- Provide adequate sized trash and recycling bins in park areas.
- Create open spaces easily accessible to residents.
- Create public viewing areas.
- Use open spaces for water quality.
- Provide for the Urban Trail along the south portion of the site.
- Provide a functional wildlife corridor linking the Madrona Forest on the west to the Riparian Corridor on the east.

New map proposed with Ord. 5512

Open Space

The City of Bremerton has identified the need to increase the City's supply of parks and open space. Currently, the level of service for "local park" space is 1.48 acres per 1000 residents and an additional 2.21 acres of "open space" for a total of 3.69 acres per 1000 residents (this does not include "regional" open space). The design of the East Park Sub-Area Plan will house approximately 1100 new residents and provide approximately 25% of the entire site as open space. This will exceed Bremerton's current level of park and open space service for this neighborhood by over 270%.

Conservation Open Space

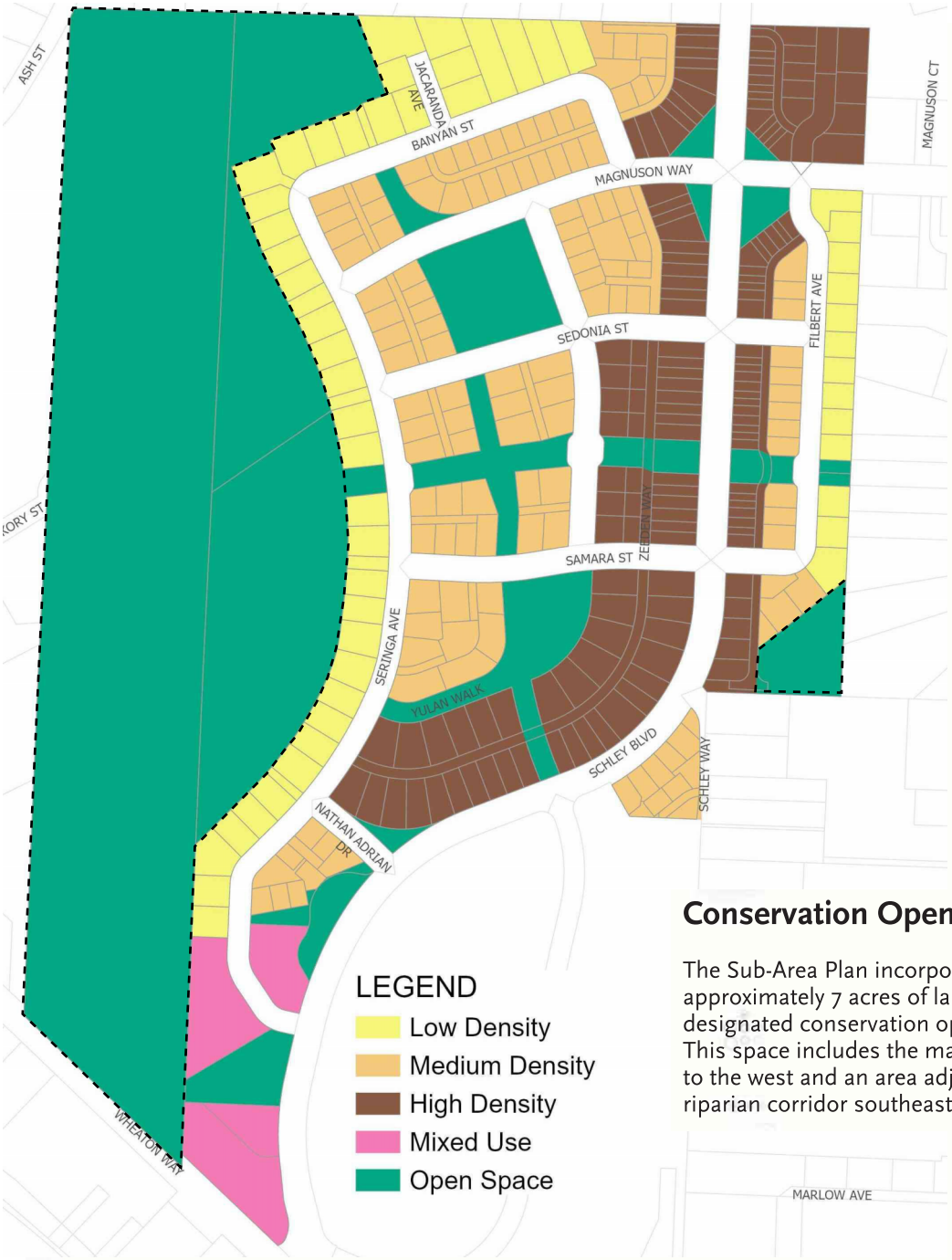
Change proposed with Ord. 5512

Conservation Open Space

The Sub-Area Plan incorporates approximately 7 acres of land designated conservation open space. This space includes the madrona forest to the west and an area adjacent to the riparian corridor southeast of the site.

Conservation Open Space

New map proposed with Ord. 5512



Conservation Open Space

The Sub-Area Plan incorporates approximately 7 acres of land designated conservation open space. This space includes the madrona forest to the west and an area adjacent to the riparian corridor southeast of the site.

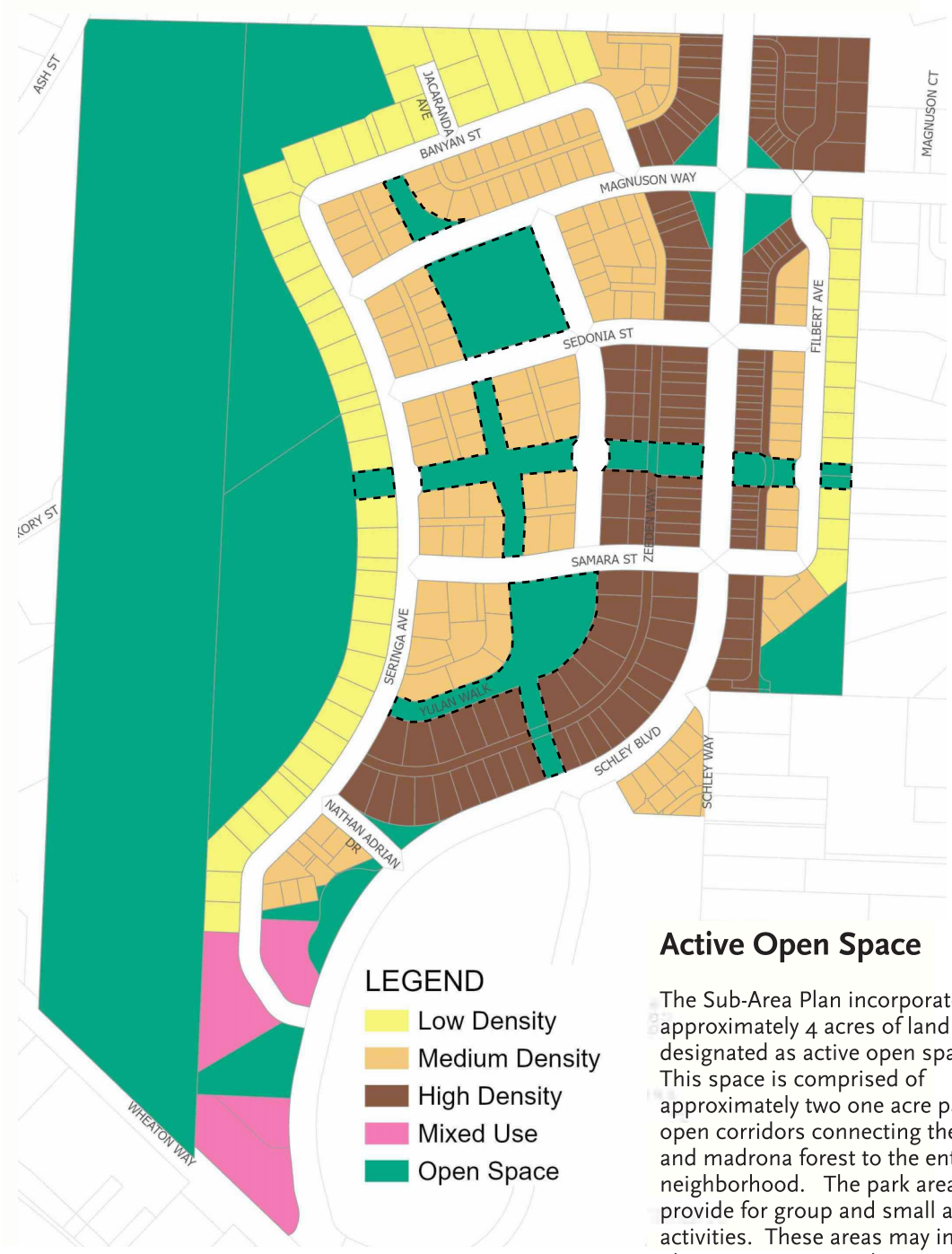
Active Open Space

Change proposed with Ord. 5512

Active Open Space

The Sub-Area Plan incorporates approximately 4 acres of land designated as active open space. This space is comprised of approximately two one acre parks and open corridors connecting the YMCA and madrona forest to the entire neighborhood. The park areas should provide for group and small athletic activities. These areas may include play structures , or other recreational features.

Active Open Space



New map proposed with Ord. 5512

Active Open Space

The Sub-Area Plan incorporates approximately 4 acres of land designated as active open space. This space is comprised of approximately two one acre parks and open corridors connecting the YMCA and madrona forest to the entire neighborhood. The park areas should provide for group and small athletic activities. These areas may include play structures , or other recreational features.

Passive Open Space

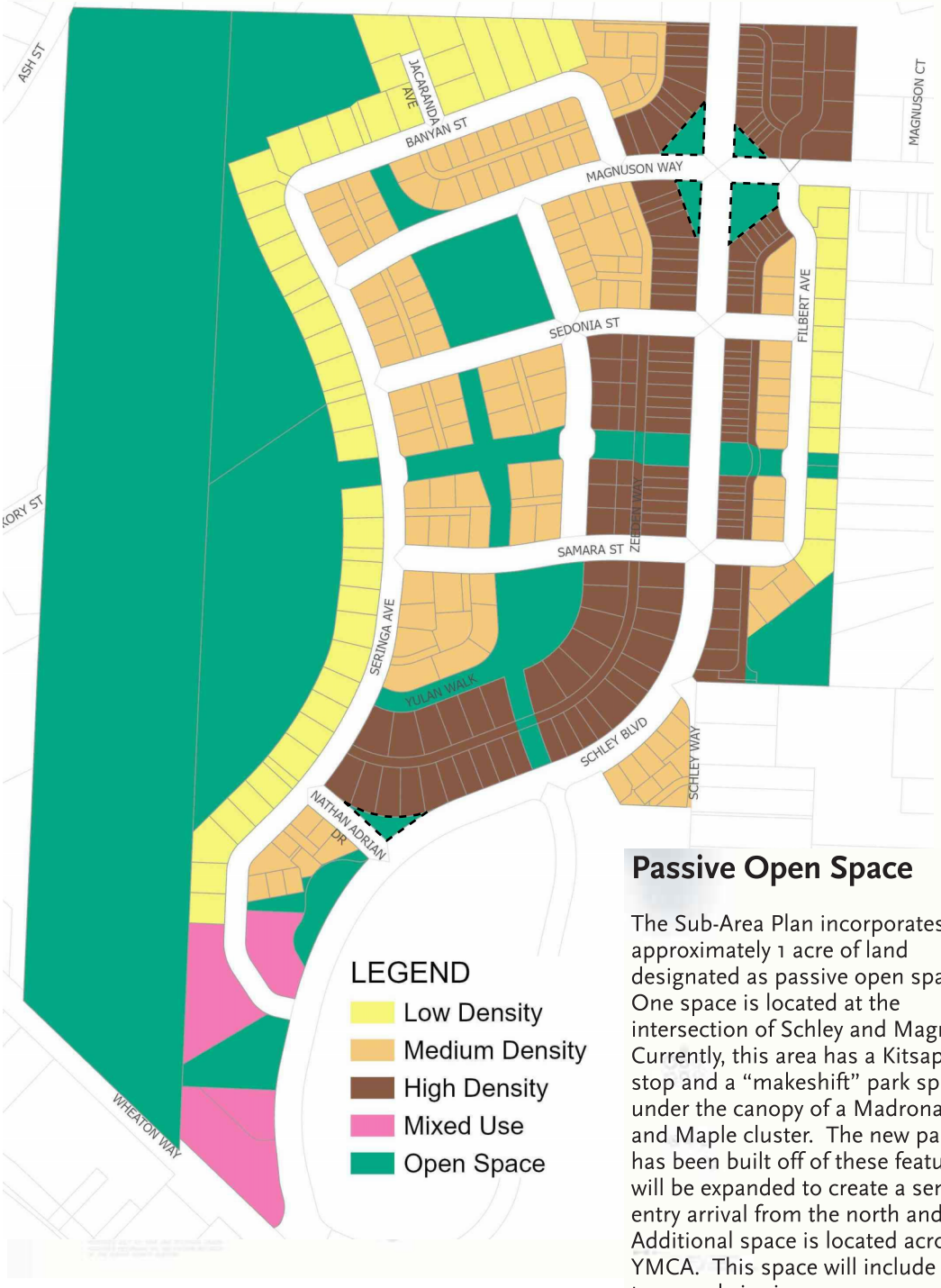
Change proposed with Ord. 5512

Passive Open Space

The Sub-Area Plan incorporates approximately 1 acre of land designated as passive open space. One space is located at the intersection of Schley and Magnuson. Currently, this area has a Kitsap Transit stop and a "makeshift" park space under the canopy of a Madrona, Fir, and Maple cluster. The new park space has been built off of these features and will be expanded to create a sense of entry arrival from the north and east. Additional space is located across YMCA. This space will include existing trees and viewing areas.

Passive Open Space

New map proposed with Ord. 5512



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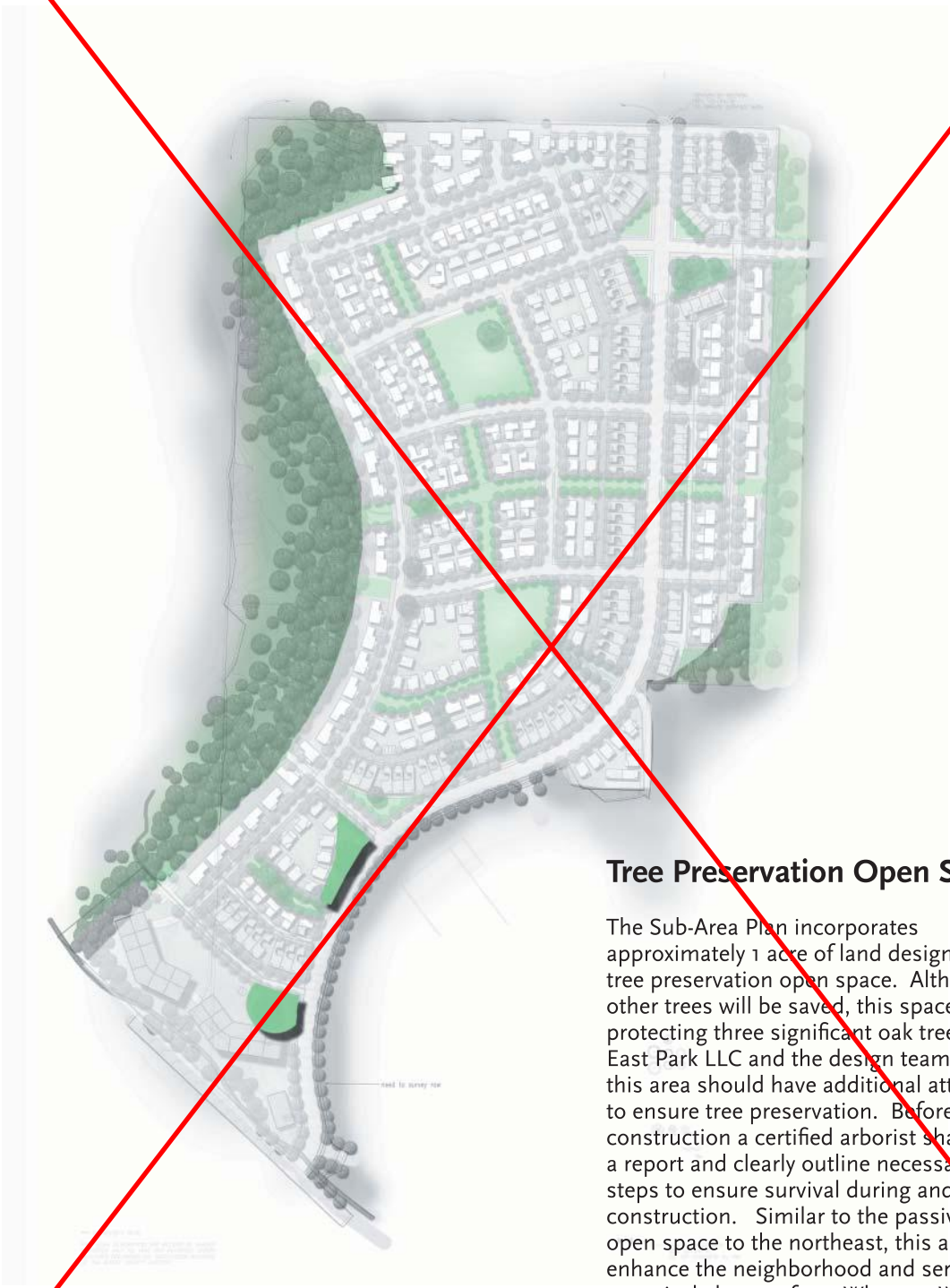
Tree Preservation Open Space

Change proposed with Ord. 5512

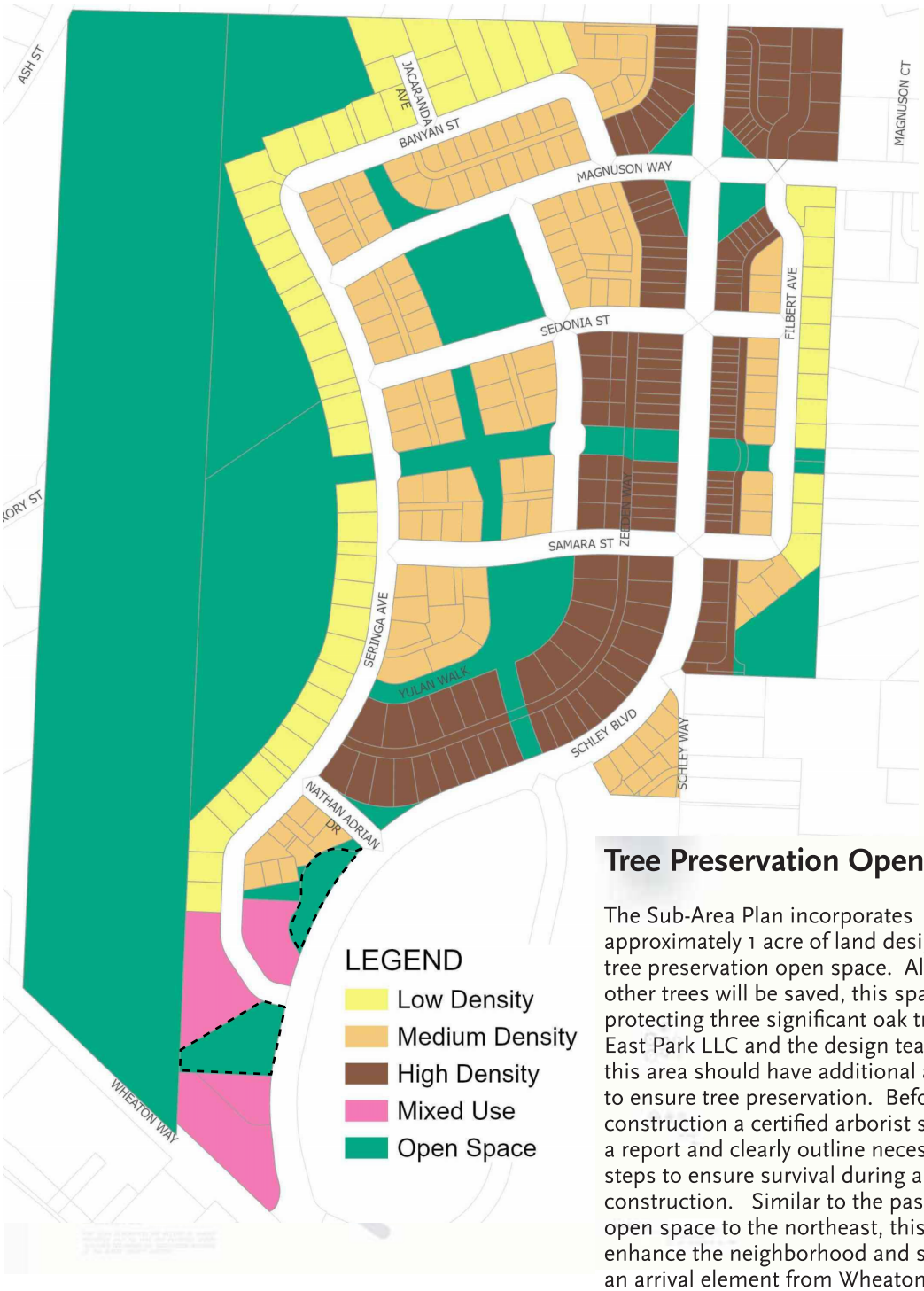


Tree Preservation Open Space

The Sub-Area Plan incorporates approximately 1 acre of land designated as tree preservation open space. Although other trees will be saved, this space is protecting three significant oak trees. East Park LLC and the design team feel this area should have additional attention to ensure tree preservation. Before construction a certified arborist shall write a report and clearly outline necessary steps to ensure survival during and after construction. Similar to the passive open space to the northeast, this area will enhance the neighborhood and serve as an arrival element from Wheaton Way.

Tree Preservation Open Space

New map proposed with Ord. 5512



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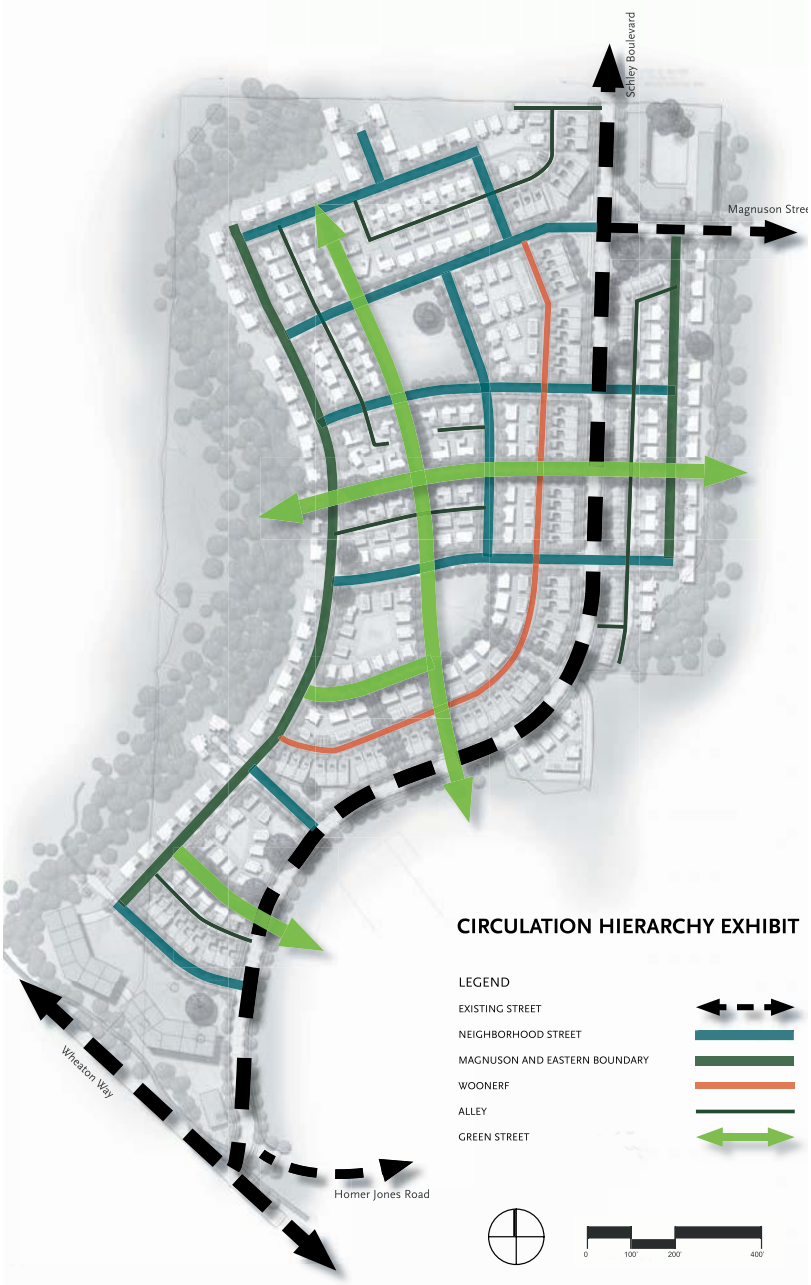
Public Ways

Public Ways

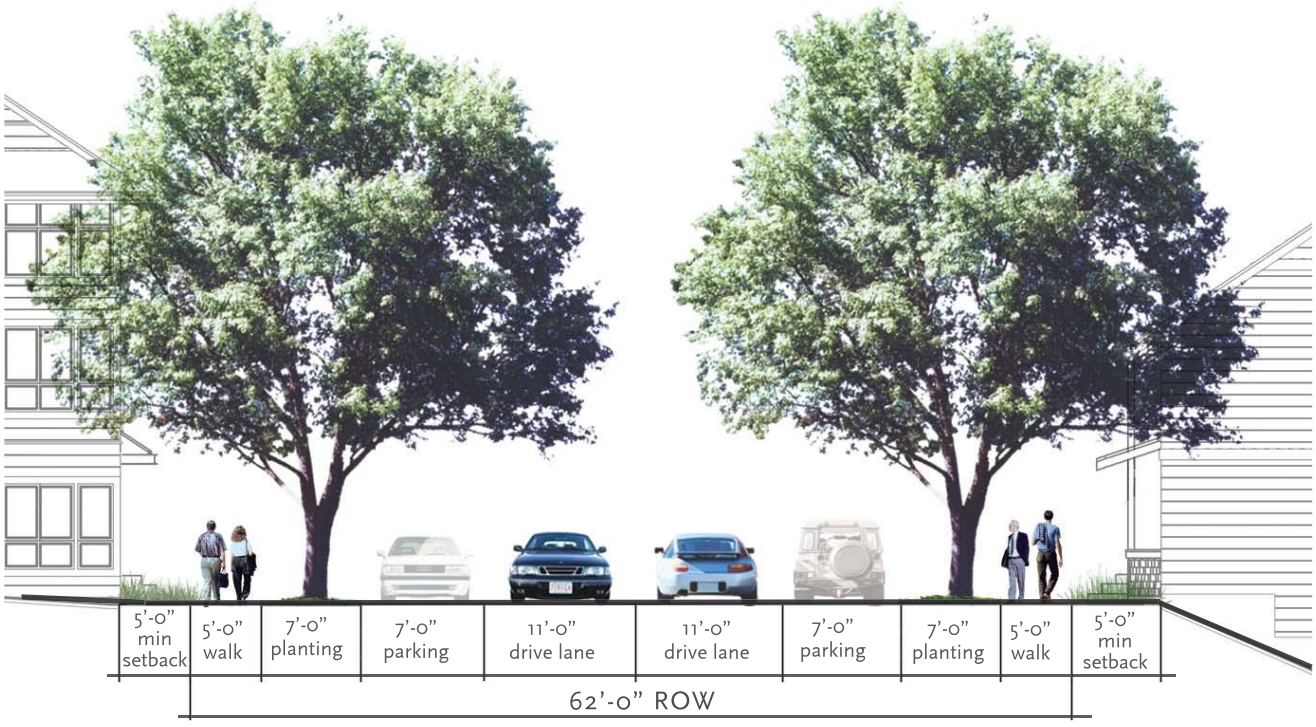
The circulation system and street design was created to provide neighborhood connectivity while emphasizing pedestrian and low speed auto access. Schley Boulevard was left in its original alignment to conserve existing utilities. It is proposed to be widened to include parking and curb returns to both sides as traffic calming measures. A grid system was designed to provide multiple routes to each home. Neighborhood streets are one lane two way tree lined roads with sidewalks. A variation of this street is the Country Lane that forms a transition to the edge homes and conservation areas. Alleys and the woonerf separate garages and services from the pedestrian friendly neighborhood streets.



Public Ways

Schley Boulevard

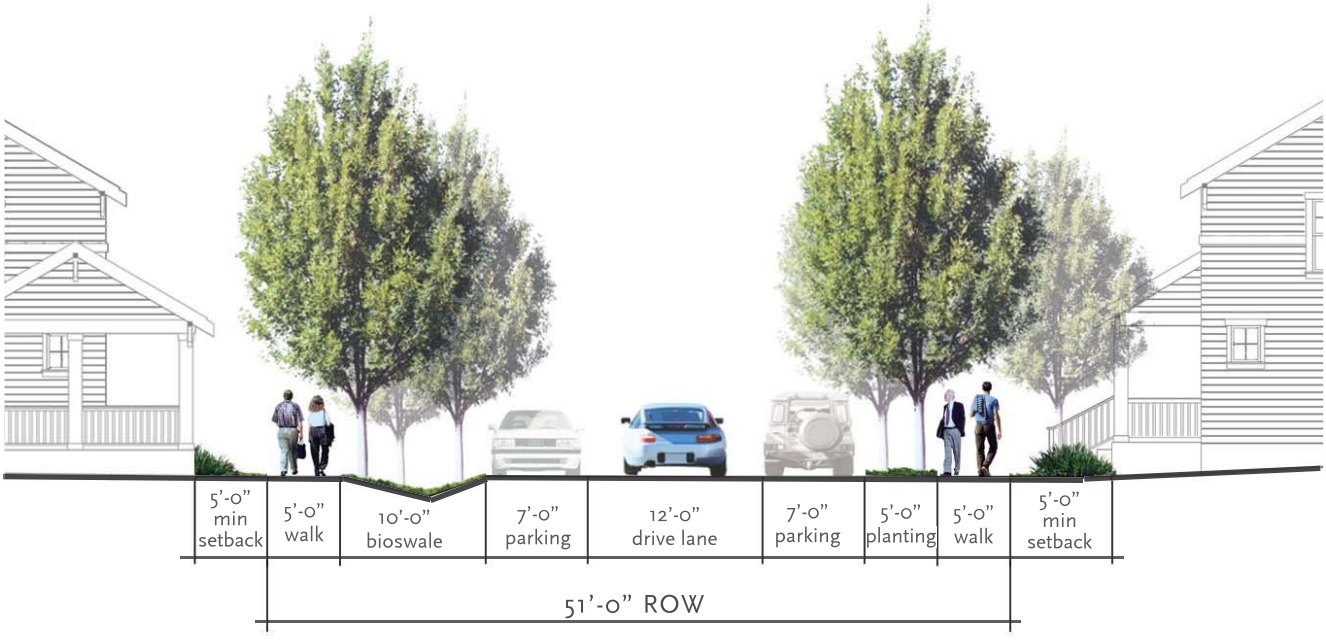
Schley Boulevard will remain in the same location and serve as the north-south arterial through the site connecting Sylvan and Wheaton Way. Schley Boulevard will have two travel lanes with on street parking on both sides. Two large planting areas will buffer the sidewalks providing a pedestrian friendly environment. Auto access to homes on Schley will be served from alleys or the woonerf.



Public Ways

Neighborhood Street

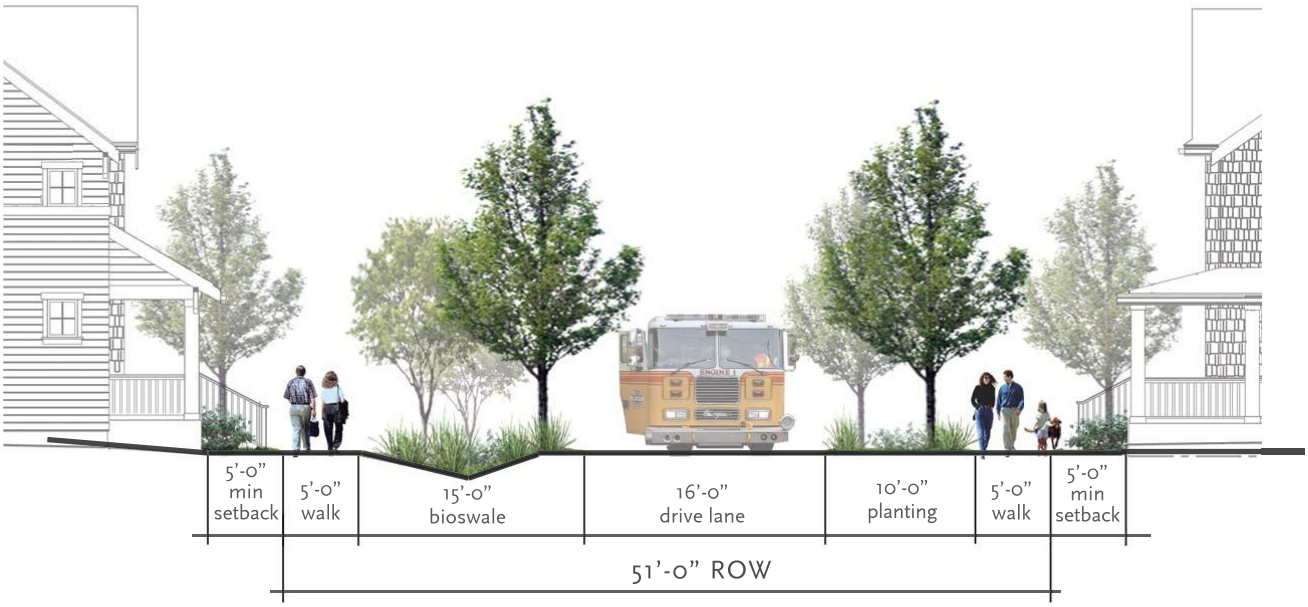
The neighborhood street is designed to serve as an urban residential access street The neighborhood street will have a traveling lane and street parking on both sides. Queuing lanes will provide emergency vehicle staging areas and passing opportunities The uphill side of the neighborhood street will have a planting area and sidewalk. The downhill side of the road will have bioswales that will serve as a part of East Park's natural storm water system. Behind the swale will be a sidewalk.



Public Ways

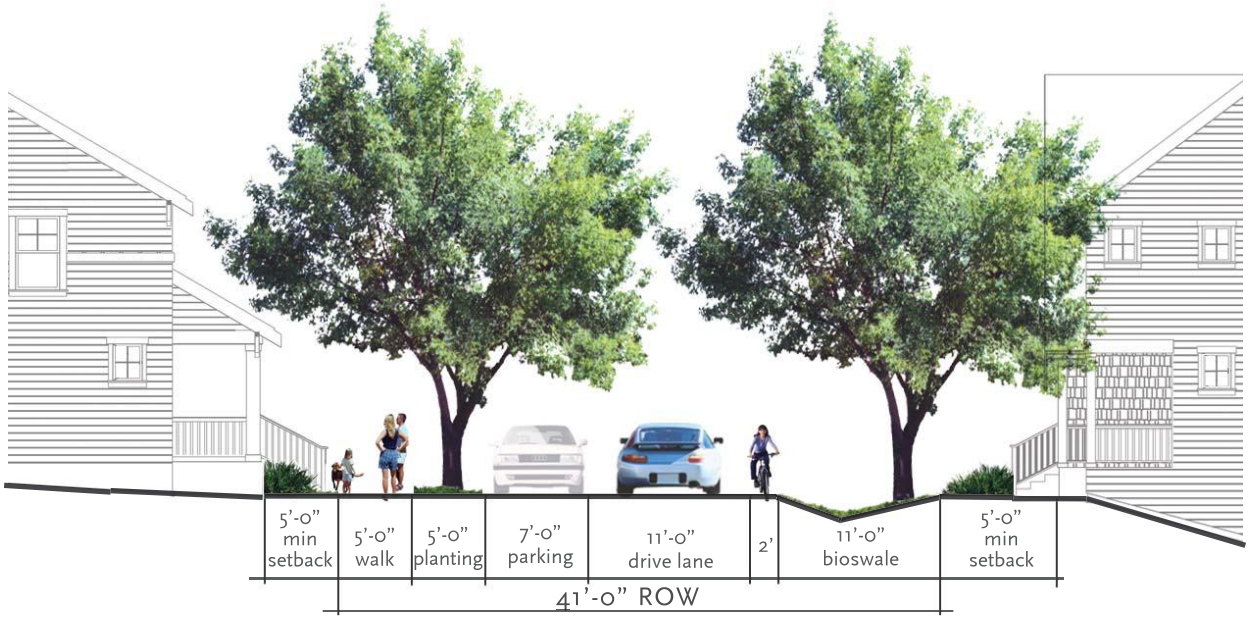
Queuing Lane

This section is a service area for emergency vehicles. By incorporating a grid circulation pattern and 16' x 60' queuing lanes throughout the neighborhood, each house can be served from multiple routes and locations.

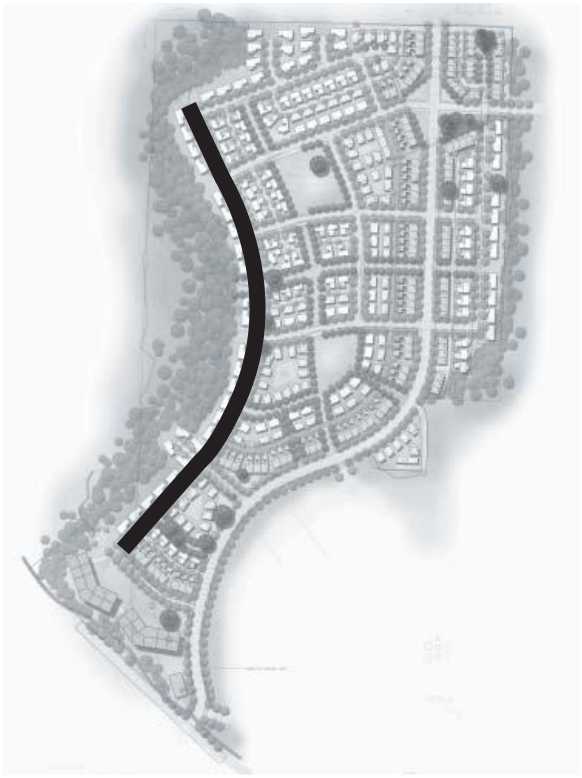


Country Lane

Magnuson Street and the Country Lane are designed to serve the east and west edge neighborhoods. This section is very similar to the neighborhood street however, guest parking will be provided on each individual lot. This allows the removal of parking on one side to minimize pavement and incorporate a bio-swale in its place as part of East Park's natural storm water system. This road section would resemble a typical country road without curb, gutter and sidewalk on one side. In place of a typical sidewalk will be a 2' ribbon of concrete between the bioswale and driving lane to serve as a pedestrian pathway. The uphill side of the country lane will have a planting area and a sidewalk to match the neighborhood street.

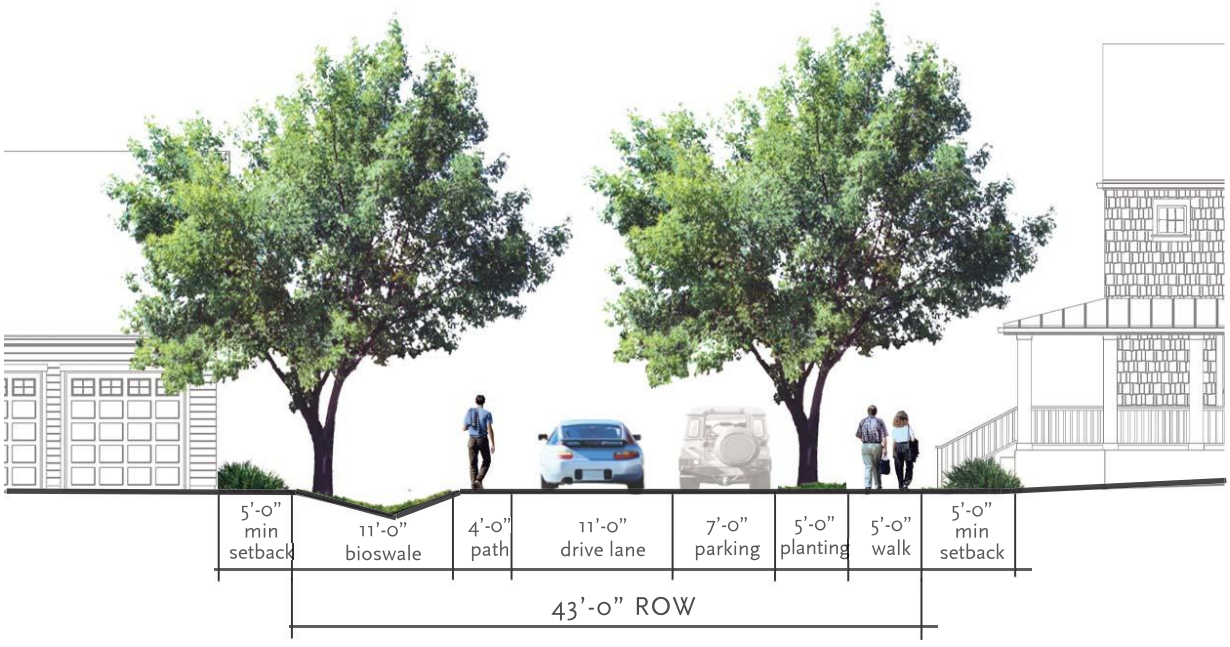


Public Ways



Magnuson

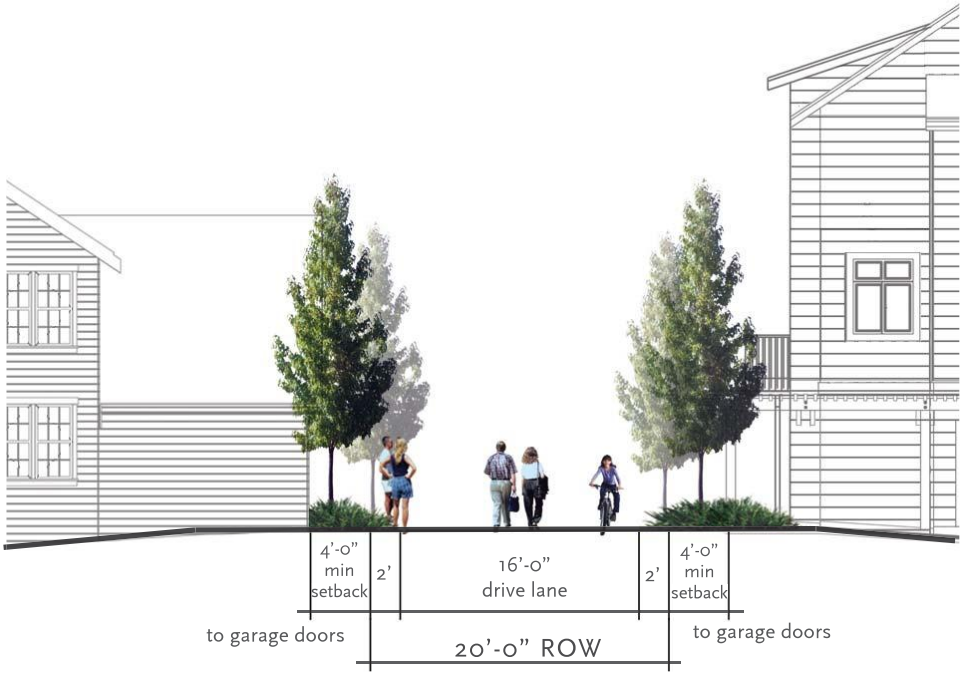
Magnuson Street and the Country Lane are designed to serve the east and west edge neighborhoods. This section is very similar to the neighborhood street however, guest parking will be provided on each individual lot. This allows the removal of parking on one side to minimize pavement and incorporate a bio-swale in its place as part of East Park's natural storm water system. This road section would resemble a typical country road without curb, gutter and sidewalk on one side. In place of a typical sidewalk will be a 4' ribbon of concrete between the bioswale and driving lane to serve as a pedestrian pathway. The uphill side of the country lane will have a planting area and a sidewalk to match the neighborhood street.



Public Ways

Woonerf Fire Lane Section

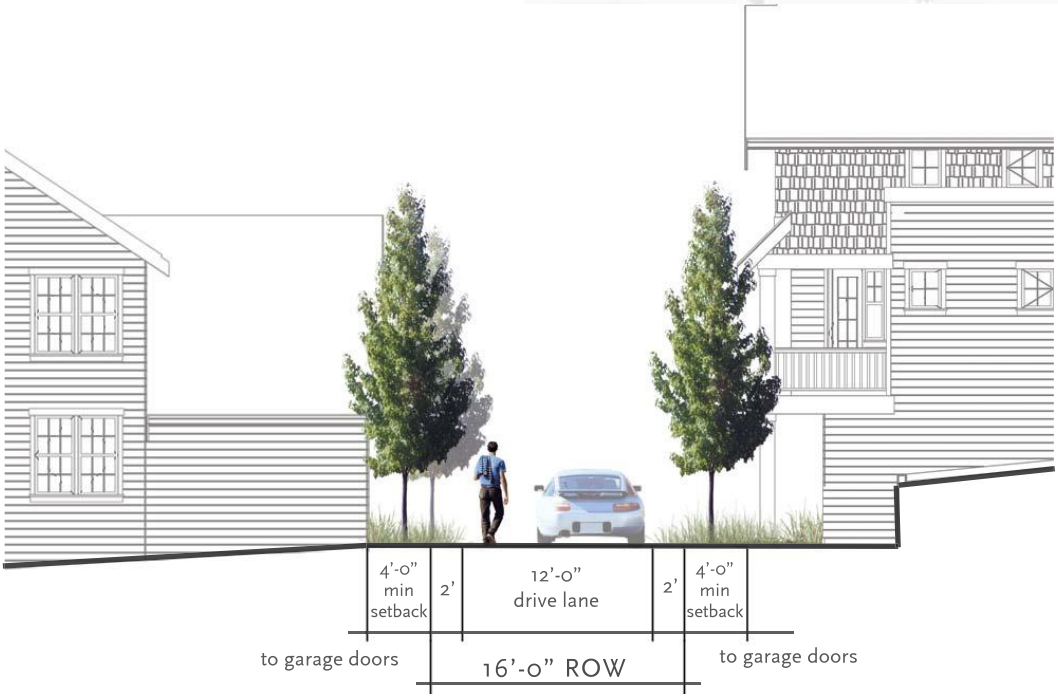
"Woonerf" is a Dutch term for a common space to be shared by pedestrians, bicyclists, and low-speed motor vehicles. They are typically narrow streets without curbs and sidewalks, and vehicles are slowed by placing trees, planters, parking areas, and other obstacles in the street. Motorists become the intruders and must travel at very low speeds below 10 mph. This makes a street available for public use that is essentially only intended for local residents, pedestrians and guests. The woonerf will be designed to a 16' section (clear) to accommodate emergency vehicles and will serve as a fire lane.



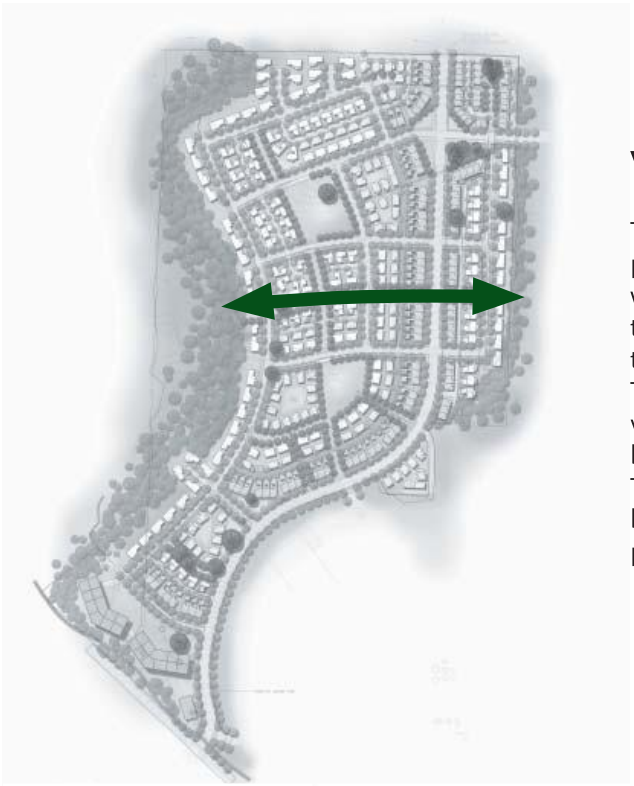
Public Ways

Alley Section

Alleys are an essential element for a successful pedestrian oriented community. By providing alleys, the automobile accesses the home from the back allowing porches and architectural details to dominate the public realm.

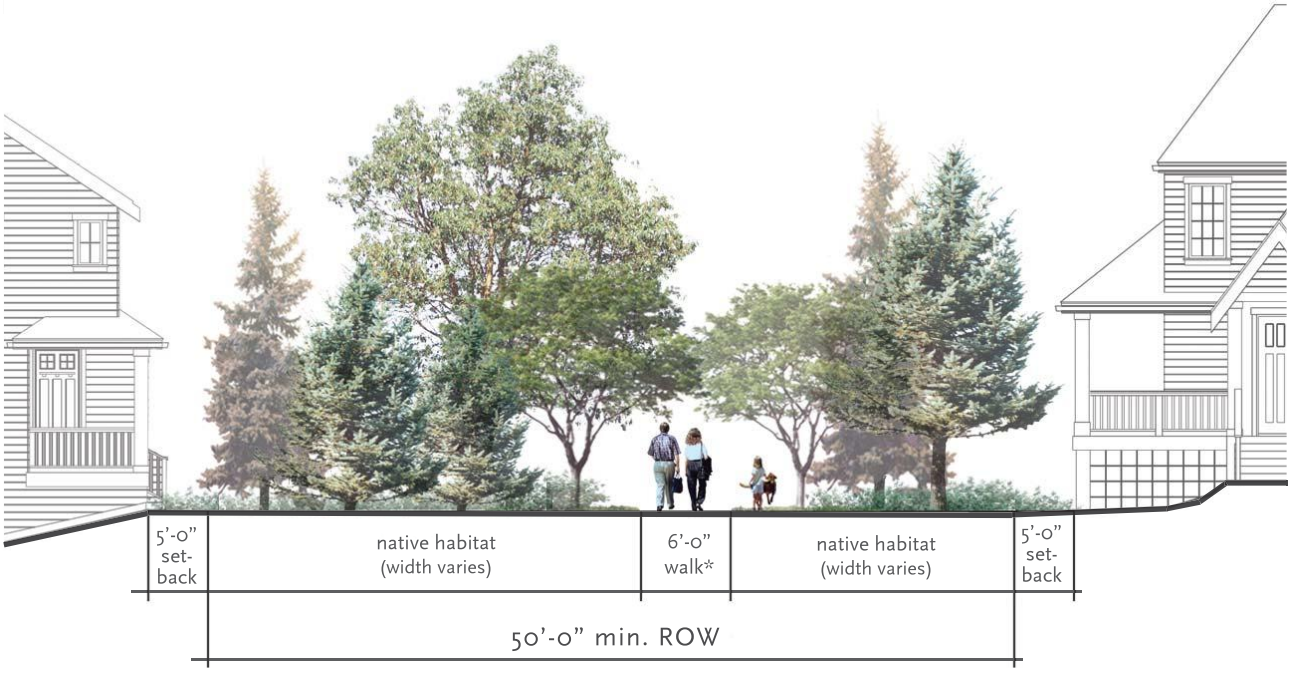


Public Ways



Wildlife Corridor Street Section

The Wildlife Corridor is a a minimum 50' wide public right of way that runs where a street would typically exist. This corridor connects the Madrona Forest on the western edge of the site to the Riparian Corridor to the east. The wildlife corridor is planted with native vegetation allowing wildlife to safely travel between natural habitat areas within the region. This public way section also incorporates bioswales and infiltration space and serves as a part of East Park's natural storm water system.

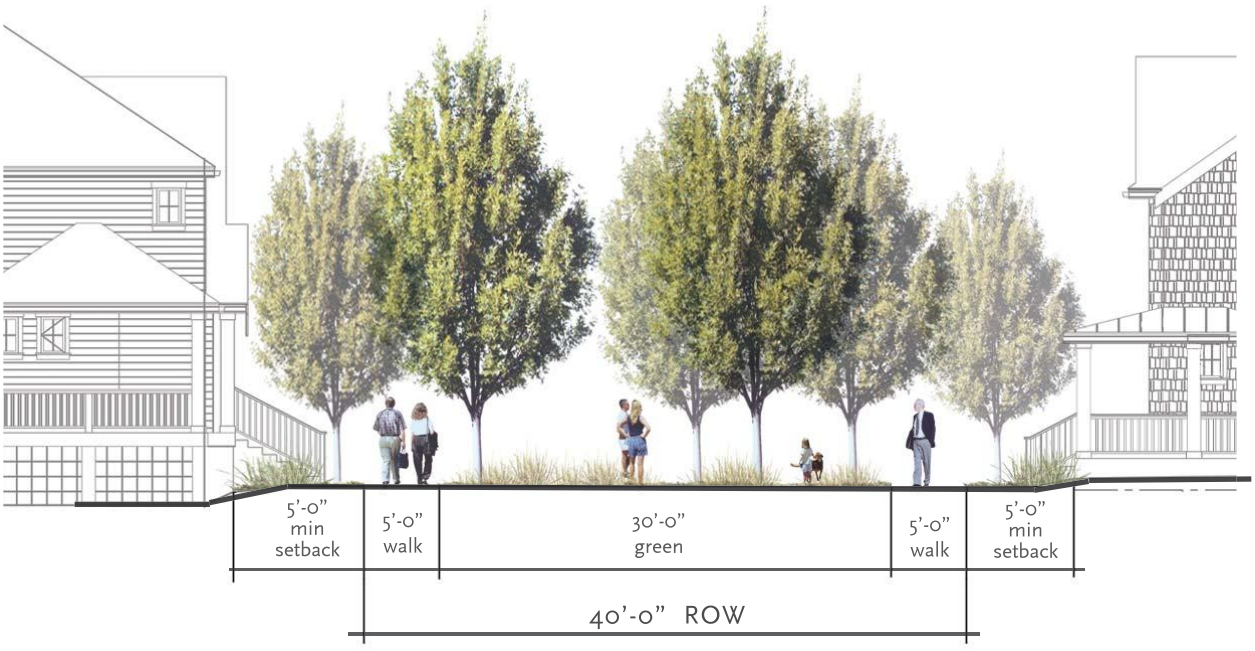


* walk meanders through habitat corridor.

Public Ways

Pedestrian Green Street Section

Green streets are 40' wide "pedestrian" public right of ways that run where streets would typically exist. These green streets lead to parks, the YMCA, and all areas of the neighborhood forming an open space network. They will have homes fronting the greens and will provide access to porches and to front doors. Green streets also provide a safe area where neighbors can gather together as well as a place for children to play in close proximity to their homes while parents keep a watchful eye. This public way section also incorporates bioswales and infiltration space and serves as a part of East Park's natural storm water system.



Public Ways

Pedestrian Lane Section

The pedestrian lane section helps create a network of sidewalks and other public paths throughout the neighborhood for pedestrian connectivity. They provide access to land-locked lots in cluster developments and provide opportunities for interaction and activity. A pedestrian lane will be provided to all homes that do not front on a neighborhood street, green street, park or common green. Pedestrian lanes shall be a minimum of 15 feet wide with a minimum 5-foot sidewalk.

Conceptual Site Plan

SITE DATA

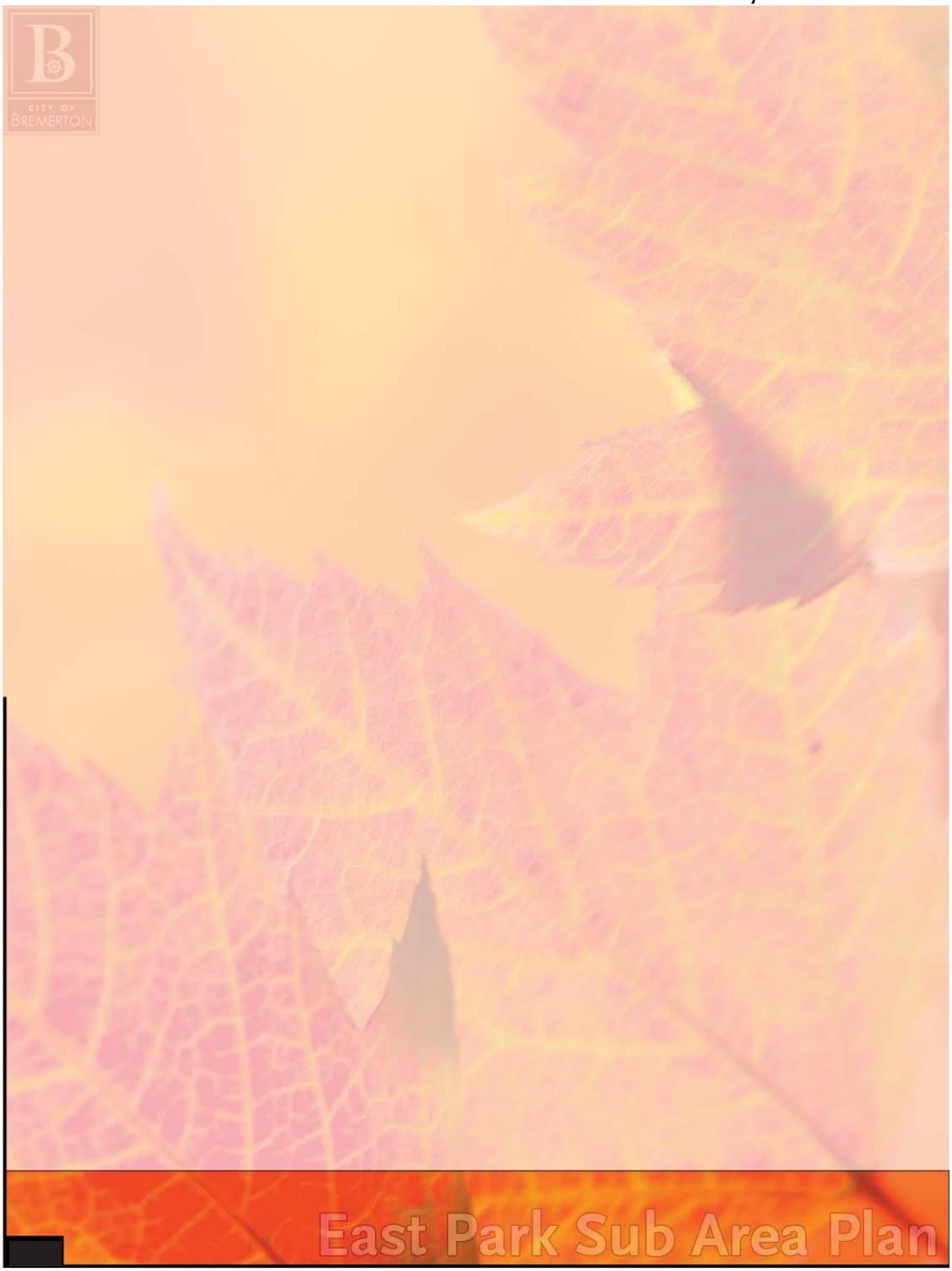
- Current zoning: MF, 8-18 dua
- Interim rezone: R-10, max. 10 dua, min. 5 dua
- Development Process - Comprehensive Plan Designation of Public Sector Redevelopment Site and Master Development Zone

OPEN SPACE SUMMARY

- Site:	47 Acres
- Native Growth Area	6.87 Acres
- Public Parks:	5.03 Acres
- Private Open Space:	1.35 Acres
- Total Open Space:	13.25 Acres

UNIT SUMMARY

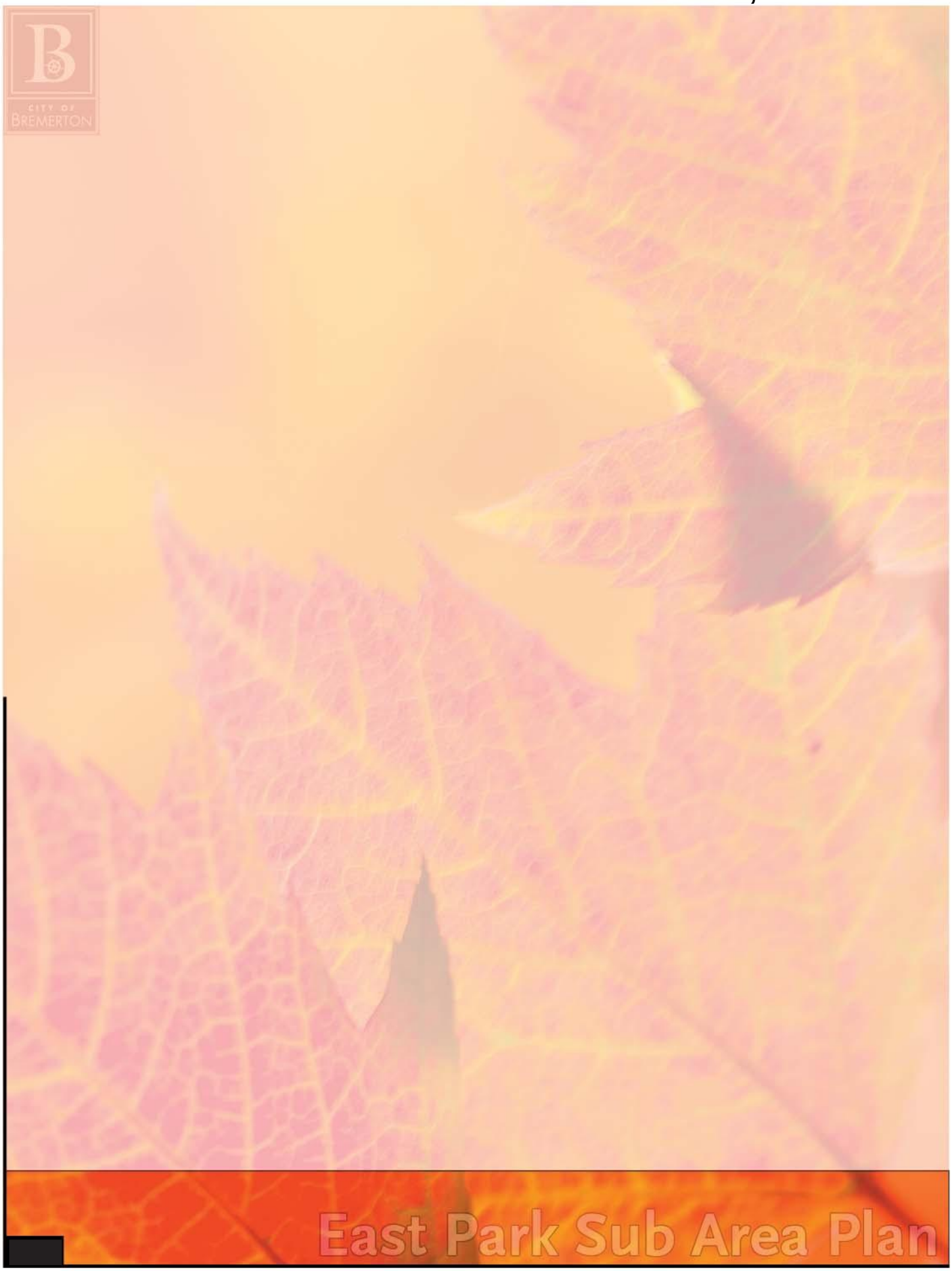
- Front Loaded Single Family:	52 units
- Alley Loaded Single Family:	87 units
- Carriage Unit:	42 units
- Cluster Unit:	42 units
- Townhomes:	119 units
-- Luxury Apartments/Condos:	66 units
- Retail	4,000 sq ft
- Total Units:	408 units


East Park Sub Area Plan

SEPA checklist

Appendix A

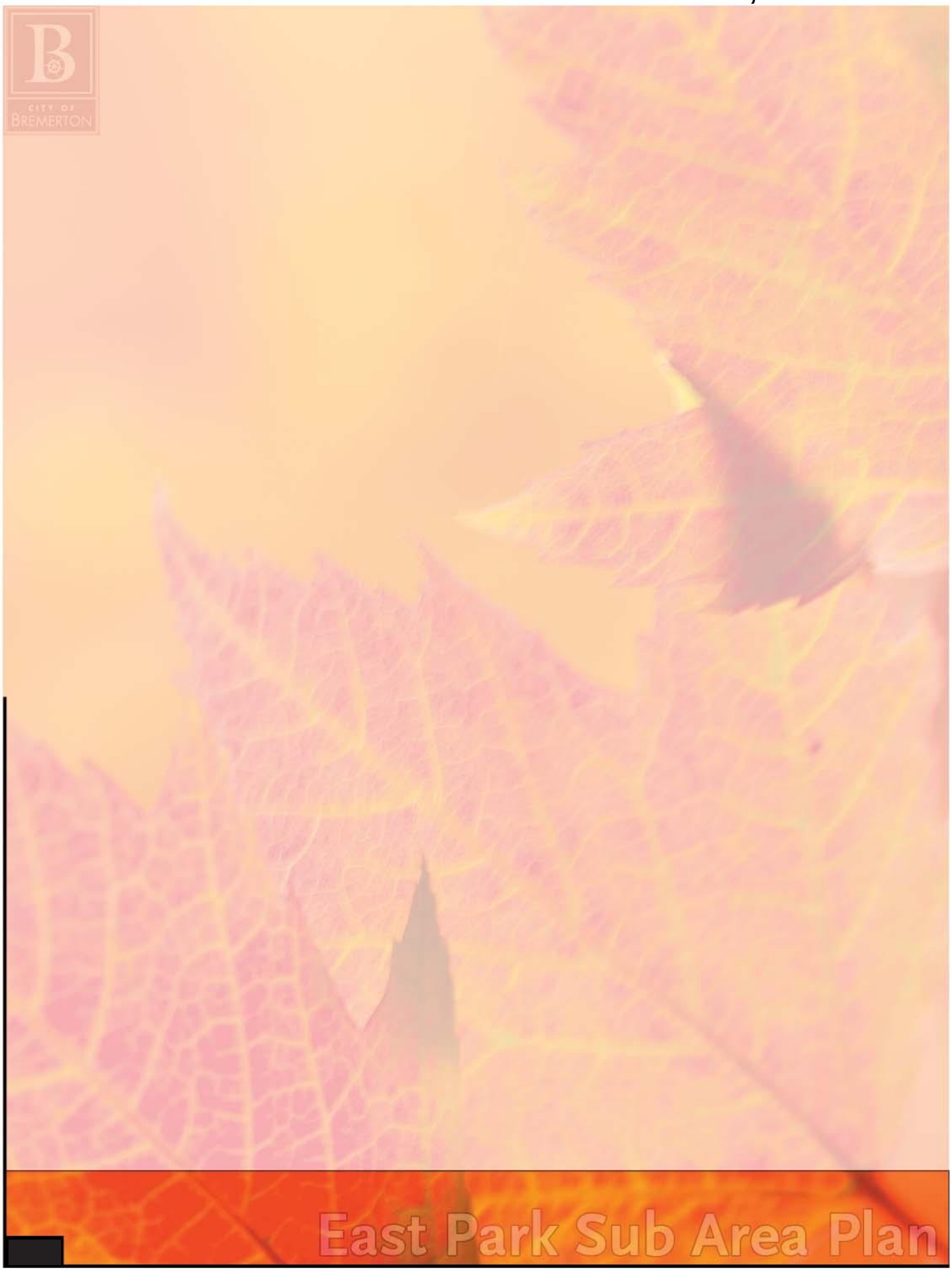
East Park Sub Area Plan


East Park Sub Area Plan

Bald Eagle Report

Appendix B

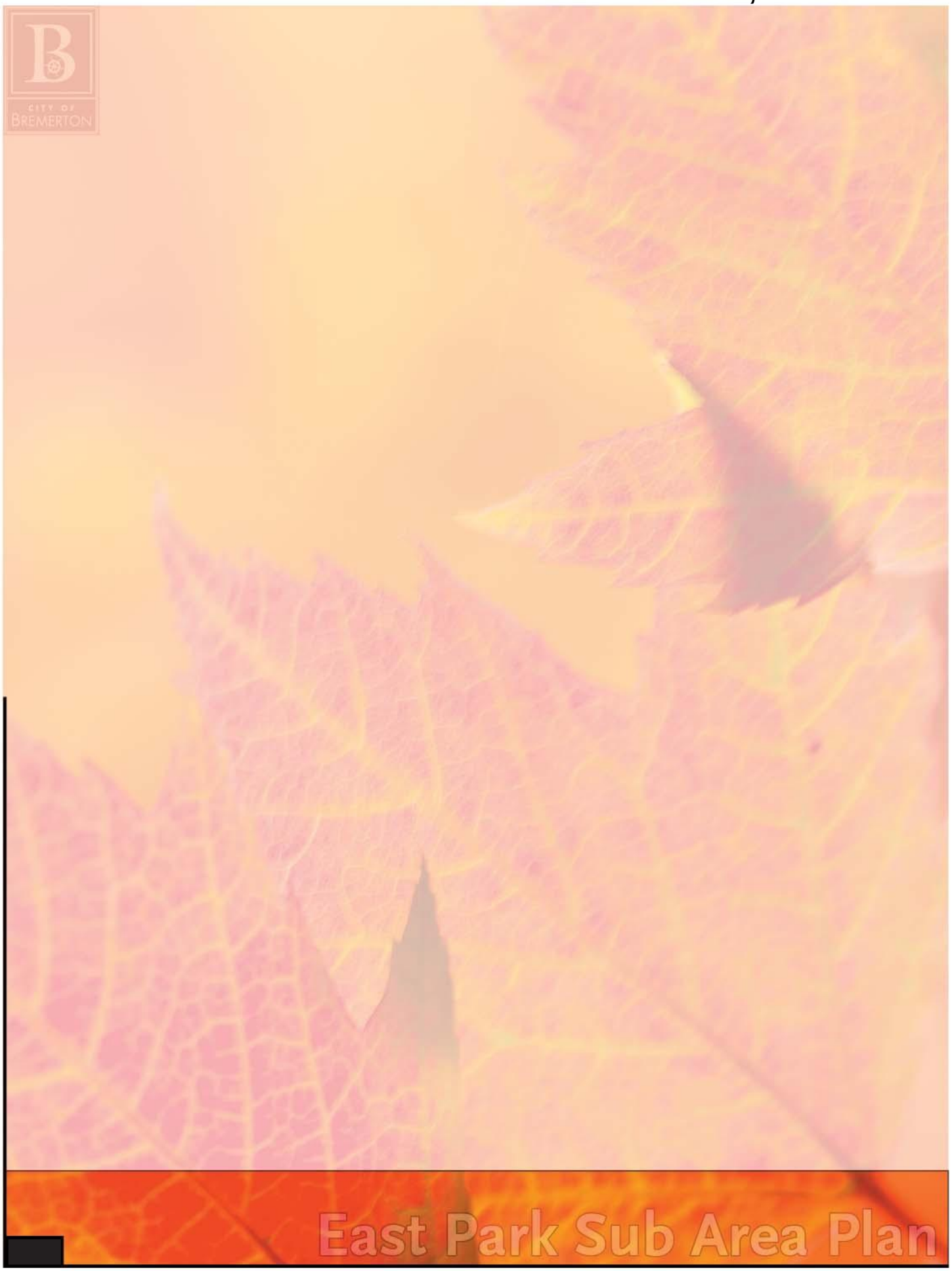
East Park Sub Area Plan


East Park Sub Area Plan

Traffic Impact Analysis

Appendix C

East Park Sub Area Plan



East Park Sub Area Plan

IV - ZONING & DEVELOPMENT REGULATIONS

A. LAND USE ZONES

This section of the Sub-Area Plan contains the zoning and development standards that will guide the redevelopment of Bay Vista and will implement the requirements of the site's zoning designation. The standards address the following elements:

Land uses/zones, including density, height, setbacks, building coverage and impervious surface coverage;

- General development standards;
- Building design;
- Streets, sidewalks and driveways;
- Parking;
- Landscaping;
- Parks and open space;
- Signs.

Design standards are reviewed for conformity by the ARC, as discussed in Sec. III.

The Bay Vista site was developed as a Master Development Plan (MDP) per the 2004 Comprehensive Plan. These proposals must meet a public need and provide a community benefit, such as redeveloping "blighted" areas or providing affordable housing opportunities. Projects may be proposed by public entities or public-private partnerships, and should result in innovative development.

The Bay Vista development was required to prepare a Master Development Plan (MDP), which includes standards for development of the site, including uses, density, setbacks, lot coverage and heights. Other required components of an MDP, which are addressed in these regulations, include the following:

- An open space plan that protects natural resources and provides recreational opportunities;
- Site edge design that is compatible with adjacent uses and densities;
- Streetscapes that include amenities, (street trees, planting strips, benches, street lighting, etc.) and other design features that make streets interactive, walkable and enjoyable;
- A general landscape plan, including preservation of significant trees where possible;
- Adequate off-street parking, which may modify standard requirements if a parking study demonstrates no impact on adjacent properties.

1. LAND USE & DIMENSIONAL STANDARDS

Land uses within Bay Vista and applicable dimensional standards are identified in ***Table A-1***, Density and Dimensional Standards and ***Figure A-2***, Land Use Map.

2. RESIDENTIAL

Intent: The intent of the residential (R) zone is to accommodate a variety of housing types at varying densities consistent with creation of a mixed-income, mixed-use pedestrian-oriented community. Housing types may include single-family attached and detached in a variety of styles. Multi-Family housing may also occur in mixed-use buildings.

Residential standards shall be in accordance with the standards of BMC 20.60 with the following additions and/or revisions:

i. Permitted Uses and Density

a. Permitted Uses

(i) Provided that they are consistent with the intent of the Zone, all uses are permitted outright, provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

b. Use Definitions

(i) Definitions of the specific land uses are found in BMC Chapter 20.42.

c. Decision Authority

(i) A use determination made by the Director may be appealed to the Hearing Examiner

Ord 5512, Exhibit D

Figure A-2 – Land Use Plan

Change proposed with Ord. 5512

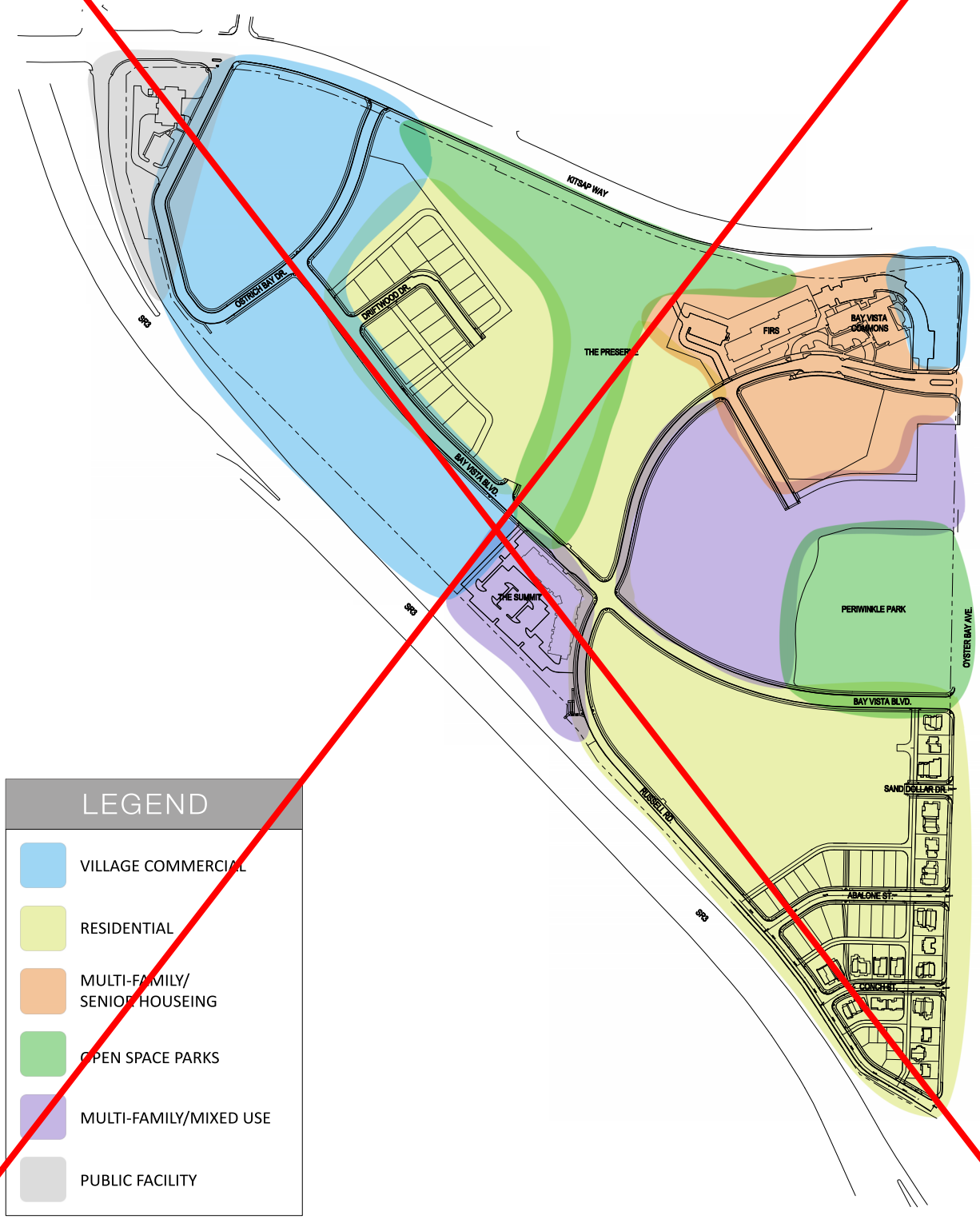


Figure A-2 – Land Use Plan

New map proposed with Ord. 5512

following a Type II decision process as set forth in BMC Chapters 20.02 and 20.40

ii. Dimensional Standards: Standards for height, setback, yards, building coverage and site coverage shall be consistent with ***Table A-1***.

iii. Public Space Requirements
The following public space requirements to residential development:

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture, and solar exposure.

iv. Development Standards:

a. Residential building density, height, yards/setbacks, building coverage and site coverage, shall be consistent with the standards in ***Table A-1***.

b. Garages & Integral Garages:

(i) Integral garages incorporated into residential structures should not face the street, except for lots not served at the rear by alleys. Where garage doors facing the street are permitted, they should be set back from the front facade, and should contain at least 25% glazing. Driveways shall be a minimum length where any vehicle parked in front of the garage shall not protrude onto the sidewalk.

c. Landscaping: Landscaping shall meet the requirements of Subsection G of these regulations.

d. Building Orientation and Design Elements:

(i) Residential: When located at block corners, buildings shall have two primary facades (composed of the same materials) that are oriented to the two streets.

v. Fire Protection Systems:

Due to the road widths proposed in this plan, all residential units shall be protected by a fire-sprinkler system.

vi. Lot Standards

a. Residential: minimum lot width shall be 30 feet.

3. MULTI-FAMILY/MIXED USE

Intent: The intent of the Mixed-Use (Multi-Family/ Senior Housing) zone is to further the goal of creating a traditional, mixed-use pedestrian-oriented community by allowing a complementary mix of residential and non-residential uses to locate within the same building or stand alone multi family buildings.

Mixed-Use standards shall be in accordance with the standards of BMC 20.82 with the following additions and/or revisions:

i. Permitted Uses and Density:

a. Provided that they are consistent with the intent of the Zone, all uses are permitted outright except those uses listed prohibited in Section IV.A.3.ii, and provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

ii. Prohibited Uses:

The following uses are prohibited:

a. Adult entertainment
b. Automobile sales
c. Light and heavy industrial/manufacturing uses

iii. Dimensional Standards

a. Standards for setback, yards, building coverage and site coverage are indicated in ***Table A-1***, Density & Dimensional Standards.

iv. Public Space Requirements

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture.

c. Delineate pedestrian areas through the use of different paving materials, scored paving surfaces, built-in planters, landscape areas and freestanding site furniture.

v. Development Standards

Site development shall be in accordance with the standards of BMC 20.66.060 with the following

additions and revisions:

a. Buildings should be arranged to facilitate integration and use of plazas, courtyards, and greens.

b. Sites should be designed to create an identifiable pedestrian urban character. Methods to achieve this concept include:

(i) Providing well-defined pedestrian walkways or circulation from parking areas, public sidewalks, and building/shop entrances throughout the site.
(ii) Designing surface parking areas to avoid long rows of uninterrupted parking.
(iii) Where possible, sites shall be designed to provide vehicle and pedestrian connections to adjacent sites and activity areas.

c. Outdoor lighting standards
The following standards apply to all uses and development within this zone:

(i) Except for intermittent security lighting on motion detectors, all lights more than seven feet above the ground shall be directed downward and have high cut-off light angles.
(ii) Large areas may be lit with a number of low-intensity sources close to the area requiring illumination. Illumination of a large area with a remote single source of light shall be prohibited.
(iii) Lighting shall not be cast beyond the premises and shall be limited to illumination of surfaces intended for pedestrians or vehicles. Illumination of landscaped areas shall be avoided unless the landscaped area is immediately adjacent to the building.
(iv) Pole lights shall be no taller than 25 feet above a 36-inch base in parking lots, traffic areas, or pedestrian areas.

d. Site furnishings:
Incorporate outdoor furniture, fixtures, and streetscape elements into the site design that enhance and complement the commercial functions of the site. Miscellaneous structures and street furniture should be designed to be part of the architectural design and landscape. The following requirements will assure consistency in site furnishing design and are applicable to all non-residential uses. The following standards shall apply:

(i) Utilize lighting, free- standing signs, trellises, arbors, raised planters, benches and other forms of seating, trash receptacles, bus stops, phone booths, fencing, or other outdoor furniture or streetscape fixtures in the site design to create and define public spaces.
(ii) Locate site furnishings to maximize visual surveillance of the area by residents, pedestrians and passing vehicles to minimize covert activities in the space and lessen risks to public safety.
(iii) Site furnishings should be a commercial-grade designed for heavy public use.

4. VILLAGE COMMERCIAL

Intent: Promote attractive, unified, and viable commercial businesses that serve the needs of the community and provide jobs. Emphasize pedestrian activity, safety and security while still providing for drive thrus adequate auto and truck access. Allow residential uses only when part of a Mixed-use Building.

Change proposed with Ord. 5512

i. Permitted Uses:

a. Provided that they are consistent with the intent of the Zone, all uses are permitted outright except those uses listed prohibited in Section IV.A.4.ii, and provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

b. Use Definitions:

(i) Definitions of the specific land uses are found in BMC Chapter 20.42.

c. Decision Authority:

(i) A use determination made by the Director may be appealed to the Hearing Examiner following a Type II decision process as set forth in BMC Chapters 20.02 and 20.40

ii. Prohibited Uses:

a. The following uses are prohibited:

(i). Adult entertainment
(ii). Automobile sales
(iii). Light and heavy industrial/manufacturing uses

iii. Dimensional Standards

a. Standards for setback, yards, building coverage and site coverage are indicated in ***Table A-1***, Density & Dimensional Standards.

iv. Public Space Requirements

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture.

c. Delineate pedestrian areas through the use of different paving materials, scored paving surfaces, built-in planters, landscape areas and freestanding site furniture.

v. Development Standards

Site development shall be in accordance with the standards of BMC 20.82.060 with the following additions and revisions:

a. Buildings shall be arranged to facilitate integration and use of plazas, courtyards, and greens.

b. Sites shall be designed to create an identifiable pedestrian urban character. Methods to achieve this concept include:

(i) Providing well-defined pedestrian walkways or circulation from parking areas, public sidewalks, and building/shop entrances throughout the site.
(ii) Designing surface parking areas to avoid long rows of uninterrupted parking.
(iii) Where possible, sites shall be designed to provide vehicle and pedestrian connections to adjacent sites and activity areas.

c. Outdoor lighting standards
The following standards apply to all uses and development within this zone:

(i) Except for intermittent security lighting on motion detectors, all lights more than seven feet above the ground shall be directed downward and have high cut-off light angles.
(ii) Large areas may be lit with a number of low-intensity sources close to the area requiring illumination.
(iii) Lighting shall not be cast beyond the premises and shall be limited to illumination of surfaces intended for pedestrians or vehicles. Illumination of landscaped areas shall be avoided unless the landscaped area is immediately adjacent to the building.
(iv) Pole lights shall be no taller than 30 feet above a 36-inch base in parking lots, traffic areas, or pedestrian areas.

d. Site furnishings:
Incorporate outdoor furniture, fixtures, and streetscape elements into the site design that enhance and complement the commercial functions of the site. Miscellaneous structures and street furniture should be designed to be part of the architectural design and landscape. The following requirements will assure consistency in site furnishing design and are applicable to all non-residential uses. The following standards shall apply:

(i) Utilize lighting, free- standing signs, trellises, arbors, raised planters, benches and other forms of seating, trash receptacles, bus stops, phone booths, fencing, or other outdoor furniture or streetscape fixtures in the site design to create and define public spaces.
(ii) Locate site furnishings to maximize visual surveillance of the area by residents, pedestrians and passing vehicles to minimize covert activities in the space and lessen risks to public safety.
(iii) Site furnishings should be a commercial-grade designed for heavy public use.

vi. Building Orientation and Design Elements

a. Blank walls shall not face streets, unless modulated or landscaped.

b. For surface development buildings may generally follow the alignment of the streets they front.

vii. Architectural Building Elements and Character

Design Intent: To create a collection of buildings that presents a unified character while allowing for the individual architectural expression of each building. The design character of an individual building should be compatible (share similar features such as color, scale, massing, width, setback and height and use) with its commercial neighbors on either side and across the street or plaza.

a. Building Scale: Design Intent

(i) To provide a consistent architectural scale throughout, which is appropriate to a pedestrian environment.
(ii) To create a concentration of buildings near the plaza and along the street.
(iii) To achieve an inviting and interesting set of buildings with distinctive character.
(iv) To ensure that the buildings present a varied response to streets and public spaces.
(v) To create strongly identifiable elements and

Table A-1 – Density and Dimensional Standards

Land Use/ Zone	Density (Net dwelling units (d.u.) per acre)	Maximum Height	Front Yard (Building Setback) (1) (ft)	Side Yards (ft) (1,2)	Rear Yards: d.u. or commercial space / garage (ft) (2,3)	Maximum Building Coverage (4)	Maximum Site Coverage (5)
Residential	Up to 38 d.u./acre	30 feet	10 (6)	5	5/2	90%	95%
Mixed Use/ Multi-Family/ Senior Housing	Up to 65 d.u./acre; + up to 7,500 SF of non-residential use permitted on the ground floor facing public street	65 feet	0	0	5/2	90%	100%
Village Commercial	~~N/A~~ Mixed use, minimum 15 d.u./acre; up to 65 d.u./acre	65 feet	0	0	0	90%	95%

Change proposed with Ord. 5512

(1) Corner lots shall have two (2) front yards and only one (1) side yard.

(2) Side and rear yard setbacks are subject to additional requirements contained in subsection 5.B. Development Standards.

(3) Where garage is attached or integral to a dwelling unit, and there is no rear yard, the minimum rear yard setback shall be five (5) feet for dwelling space, and two (2) feet for garage. Across an alley the distance between facing garages shall be 24 feet minimum. A deck that does not exceed thirty (30) inches in height above the finished grade may encroach within the rear-yard setback area to within three (3) feet of the property line.

(4) Includes all area covered by structures and roofs, except roof overhangs of 2 feet or less.

(5) Includes area covered by structures and roofs, as defined above, and all impervious site materials.

(6) Additional front yard setback as required by utility provider.

civic gathering places that encourages a sense of community and a sense of place.

(vi) To encourage use of good quality materials with low maintenance life-cycle cost.

b. Building Modulation and Articulation

(i) Building street façades or walls facing pedestrian plazas should be modulated to break down the scale and have the varied look of multiple buildings.

(ii) Building masses and edges along the street or facing pedestrian plazas shall be articulated with windows, entryways and vertical and horizontal elements that provide interest.

(iii) Modulation and articulation may be accomplished in a number of ways, including:

(a) The stepping back or projection of a portion of the facade.

(b) Include significant building elements, such as balconies, bay windows, porches, stoops, pergolas, arcades, canopies or other pedestrian weather-protection elements, towers, turrets, entry areas, etc.

(c) Building focal points, which include distinctive entry features, etc.

(d) Articulation of the roofline and/or manipulating roof forms using gable-ends or dormers.

(e) Changing materials and/or colors.

c. Articulate aspects of building function and design through treatment of windows, doors, enhanced entryways, corners with special trim, molding or glazing; decorative building materials, such as tile and metal work; balconies at upper stories; multiple-paned windows; decorative railings, grillwork or landscape guards; landscape trellises; or decorative light fixtures.

viii. Building Roof

a. Flat roofs and sloped roofs are allowed. If flat roofs are used, cornices or projections are encouraged to delineate roof edges and help with building modulation.

b. Roof mounted mechanical equipment (HVAC) shall be screened from view with structural elements or screens constructed of materials and details compatible with those used in the building.

ix. Architectural Building Materials

Intent: To enhance the quality of both individual buildings and the commercial center streetscape as a whole. To encourage the use of traditional forms, details, and good quality low maintenance materials with low life cycle costs.

a. The materials of building elements such as roofs (where exposed to view), exterior walls, trim, and other miscellaneous elements, should be durable yet should also possess an enduring commercial character.

b. The use of materials which provide textural interest is encouraged for both roofs and walls (precast concrete, masonry, brick, ornamental steel, metal panels, wood or cementitious siding).

x. Service Areas

Intent: To screen service and utility elements from view while providing efficient service areas.

a. Building service elements and utility equipment shall be contained within the building envelope to the extent practical so as not to physically encroach on or visually impact public pedestrian areas.

b. All on-site service areas, loading zones, waste storage, recycling collection, disposal facilities, transformer and utility vaults and similar activities shall be located in an area not visible from a public street or open space. If this is not possible, then the service area, loading zone, or storage area must be screened from public view. Acceptable screening includes:

(i) Materials matching or compatible with the adjacent building wall.

(ii) An opaque landscape hedge or other screening device as approved by the City. Chain link fencing with/without slats is not permitted.

(iii) Service/utility areas or enclosures shall not be located in or be visible from the public plaza or courts.

5. OPEN SPACE

Intent: The intent of the Open Space (OS) zone is to recognize those areas, whether public or private, that are intended to be maintained and used for active or passive open space, parks, recreational activities or tree preservation. Such areas may include squares or plazas that are integrated into intensively developed portions of the site.

i. Permitted Uses & Density:

a. Parks and open spaces used for active recreation and/or passive enjoyment, including developed recreational facilities

b. Squares or plazas

c. Trails, pervious or impervious, for non-motorized use

d. Schools and playgrounds

e. Maintenance facilities not exceeding 500 square feet

f. Maintenance of trees, vegetation, and landscaping

h. Irrigation systems

i. Benches, picnic tables, pergolas, & similar amenities

j. Fountains, sculpture and artwork

k. Stormwater management facilities

l. Utilities and utility structures

m. Interpretive signs and displays

iii. Bay Vista Preserve Management Plan.

A management plan will be prepared for this significant open space. The plan will be developed with community input and will address vegetation management, selective thinning to remove unhealthy trees and invasive species, and the appropriate types of improvements.

6. PUBLIC FACILITY

Intent: The intent of the Public Facility zone is to provide an environment for services and facilities predominantly operated by public agencies and serving a community need. The Public Facility zone ensures a well-planned complex with attention to landscaping and architectural features.

i. Permitted Uses, Design & Development Standards:

a. Shall be in accordance with BMC 20.62 including setbacks, height restrictions and development coverage, unless allowed for by law otherwise.

b. This zone is exempted from the Bay Vista Architectural Review Committee (ARC) and shall be reviewed by the City for compliance for design criteria.

B. GENERAL DEVELOPMENT STANDARDS

General Development Standards shall be in accordance with the standards of BMC 20.44 and 20.46 with the following additions and/or revisions:

1. FENESTRATION

The following additional architectural requirements apply to Village Commercial along Bay Vista Boulevard:

i. Streets and windows shall have a maximum sill height above the ground or sidewalk of 36 inches.

2. BUILDING HEIGHT

i. Building height is defined as the distance from the average finish grade at the façade to the highest point of a flat roof, or midpoint of the sloping surface of a pitched roof. Refer to ***Figure B-1***.

ii. Tower elements, not more than 300 square feet in footprint, may exceed the maximum building height by 12 feet.

3. BUILDING SETBACKS

i. Refer to Table A-1 Density & Dimensional Standards.

C. STREETS, SIDEWALKS AND DRIVEWAYS

1. STREET STANDARDS

Bay Vista's circulation system – streets, sidewalks and pedestrian paths – is an important element in site design and providing connectivity on and off-site. The locations of streets by type are shown in ***Figure D-1***, Thoroughfare Map. Streets, driveways and sidewalks shall be constructed using the standards described below and shown in ***Figure D-2***, Street Sections.

Street Standards shall be in accordance with the standards of BMC Title 11 with the following additions and/or revisions:

i. Street Section 1

a Description: Two-lane streets with on-street parking, sidewalks and trees on both sides. Connects neighborhoods within Bay Vista.

b. Standards:

(i) Total right-of-way: 45-58 feet
(ii) Travel lane: (2) 8-11 feet wide
(iii) On-street parking (one & two sided): 7 feet wide
  (a) On-street parking optional within village commercial area.
(iv) Sidewalks: 5 feet wide
(v) Planting strips/swale:
  (a) Six feet wide (including half-foot curb) on each side.
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."
  (c) Optional single swale on one side: 11 feet wide with 6 feet wide sidewalk on opposite side of street. Option provided to allow flexibility in storm drainage and streetscape design.

c. Lighting:

(i) Ornamental street lights shall be used per Section J8.

ii. Street Section 2

a. Description: Two-lane streets with on-street parking, sidewalks and trees on both sides. Connects neighborhoods within Bay Vista.

b. Standards:

(i) Total right-of-way: 47-52 feet
(ii) Travel lane: (2) 8-9 feet wide
(iii) On-street parking (one & two sided): 7 feet each side
(iv) Sidewalks: 5 feet wide
(v) Planting strips/swale:
  (a) Six feet wide (including half-foot curb) on each side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

c. Lighting:

(i) Ornamental street lights shall be used per Section J8.

iii. Street Section 3

a. Description: A commercial street with two traffic lanes, on street parking, sidewalks and trees on both sides.

b. Standards:

(i) Total right-of-way: 54 feet
(ii) Travel lanes: (2) 9 feet wide
(iii) On-street parking (both sides): 7 feet each side
(iv) Sidewalks: 5 feet wide
(v) Planting strips:
  (a) Six feet wide (including half-foot curb) on one side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

iv. Street Section 4

a. Description: A two-lane street with on-street parking, sidewalks and trees on one side.
b. Standards:
(i) Total right-of-way: 34.5-36.5 feet
(ii) Travel lanes: (2) 8-9 feet wide
(iii) On-street parking (one side): Seven feet wide
(iv) Sidewalk: 5 feet wide
(v) Swale:
  (a) Six feet wide (including half-foot curb) on one side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the

end of Subsection G "Landscape Standards."

v. Street Section 5

a. Description: A two-lane street with on-street parking, sidewalks on both sides and trees on one side.

b. Standards:

(i) Total right-of-way: 46.5 feet
(ii) Travel lanes: (2) 8 feet wide
(iii) On-street parking (both sides): 7 feet wide
(iv) Sidewalk: 5 feet wide
(v) Swale:
(a) Six feet wide (including half-foot curb) on one side
(b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

vi. Green/Pedestrian Streets

a. Description: Landscaped pedestrian paths that connect Bay Vista neighborhoods, parks and services.

b. Standards:

(i) Minimum Width: 9 feet
(ii) Sidewalks: Shall have a maximum width of 5 feet
(iii) Planting strips: Shall have a minimum width of two feet (both sides)

vii. Alleys

a. Description: Alleys provide access to for private automobile parking, either in garages or on grade, and for deliveries and services for specified types of units.

b. Standards:

(i) Total right-of-way (garage face to garage face): 24 feet.
(ii) Travel lane: 14 feet
(iii) Planting strips (both sides): 3 feet

c. Alley entrances shall not be located along streets that bound on a public green space.

d. The alley entrance should be a minimum of 55 feet from an intersection measured from the perpendicular right-of-way line of the cross street.

e. Driveway Entrances

(i) Standards: Private driveways shall only be allowed when there is no automobile access from an alley.
(ii) Where driveways are allowed, the entrances shall not be located on streets that border a public open space along streets that do not front on a public green space.
(iii) The driveway entrance should be a minimum of 55 feet perpendicular right-of-way line of the cross street.
(iv) All driveway aprons shall be paved with concrete.

D. LOW IMPACT DEVELOPMENT

1. INCLUSION OF LOW-IMPACT DEVELOPMENT (LID)

Buildout of the Bay Vista Sub-Area Plan shall incorporate LID to the greatest feasible extent, while also recognizing that site, topography, soils and other conditions may limit the inclusion of LID techniques for stormwater. The development team shall apply good faith efforts, explore and seek to include LID measures. In its review of preliminary plat engineering and design the City may impose conditions to reasonably accommodate LID while also recognizing site-specific limitations. Inclusion of all LID shall fit within the land use framework established in this Sub-Area Plan.

2. DESIGN

Design of LID techniques such as rain gardens, pervious pavements etc. shall be in accord with the design criteria of the Washington State Department of Ecology's Low Impact Development Technical Guidance Manual for Puget Sound or the City of Bremerton Public Works and Utilities Department.

3. FLOW CREDITS

LID techniques are intended to reduce the amount of stormwater runoff required to be handled with treatment and conventional flow control facilities. The City of Bremerton shall grant Flow Credits for all LID techniques included in Bay Vista. Flow Credits are reductions to the volume of stormwater runoff the City requires to be handled with conventionally engineered facilities. Flow Credits shall be determined per the modeling methods described in Chapter 7 of the Washington State Department of Ecology's Low Impact Development Technical Guidance Manual for Puget Sound or the City of Bremerton Public Works and Utilities Department.

E. PARKING STANDARDS

Intent: Assure that sufficient space is provided for the parking, loading and unloading of motor vehicles. Provide minimum and maximum standards of space and parking arrangements, and for the movement of motor vehicles into and out of such spaces. Encourage the creation of an aesthetically pleasing and functionally adequate system of off street parking and loading facilities.

Parking shall be provided in accordance with BMC 20.48 with the following exceptions and modifications:

1. GENERAL REQUIREMENTS

i. Off-street parking spaces and driveways shall be used for the temporary storage of motor vehicles used by persons visiting or having business to conduct on the premises for which the parking is provided.

ii. Parking space required and intended for use by occupants or users of specific premises shall not be leased or rented to others, nor shall such space be made unavailable through other means to the users for whom the parking spaces are intended. This, however, does not preclude shared parking arrangements or other activities approved by the city

iii. Except where specifically permitted in certain zoning designations, off-street parking spaces shall not be used for loading or unloading of commercial vehicles larger than those vehicles for which the parking spaces are intended.

iv. Structured parking, not including private single- and two-car garages, shall not be allowed with the exception of the high density apartment parcels. Structured parking shall be located behind liner buildings of appropriate allowed uses as described elsewhere in this document.

v. Off-street parking space dimensions shall be as follows:

a. Compact spaces shall be a minimum of 7.5 feet wide;

b. Standard spaces shall be a minimum of 8.0 feet wide;

c. Standard spaces shall be a maximum of 10.0 feet wide;

d. Compact spaces shall be a minimum of 15 feet in length. Standard spaces shall be a minimum of 18.0 feet in length; up to 2.0 feet may overhang curb or wheel stops.

e. Exceptions to the above minimum dimensions shall be granted for handicapped accessible spaces. Applicable state and federal codes and requirements for accessible parking spaces shall supersede any requirements herein.

vi. Parking and loading areas shall be graded for proper drainage and provided with a suitable surface, as approved by the city engineer.

vii. All driveways and areas used for loading, parking and maneuvering motorized vehicles shall be paved. Gravel surfaces are not allowed.

viii. Each parking or loading space must be usable and readily accessible.

ix. Required parking and loading areas shall be provided with designated entrances and exits located so as to minimize traffic congestion and avoid undue interference with public use of streets, alleys and walkways.

x. Parking and loading areas provided in accordance with the requirements of these standards shall not be used for the sale, repair, assembly or disassembly, storage or servicing of vehicles or equipment. Unlicensed and inoperable vehicles shall not be stored in any required parking or loading space.

xi. If existing parking lots are re-striped, the new layout of the parking spaces shall be the same as the previous layout; or if changed, the changed layout shall conform to the existing dimensional requirements of this chapter.

Table F-1 – Parking Requirements

	Automobile Spaces	Bicycle Spaces
Land Use Category	**Minimum**	
Residential:		
Single Family/Duplex	1:d.u.	N/A
Single Family ADU	1:d.u.	N/A
Multi-Family	1:d.u.	N/A
Apartment	1:d.u.	1:10d.u.
Business/Commercial:		
Retail	3:1,000 g.s.f.	1:5,000 g.s.f.
Offices	3:1,000 g.s.f.	1:2,500 g.s.f.
Restaurant	4:1,000 g.s.f. of seating area	1:500 g.s.f. of seating area
Medical/Dental	3.5:1,000 g.s.f.	1:2,500 g.s.f.
Hotel/Inn	1:room	N/A
All Other Commercial Not Specified	3:1,000 g.s.f.	1:2,500 g.s.f.
Educational	2:1,000 g.s.f.	1:1,000 g.s.f.
Community Facility	1:1,000 g.s.f.	1:1,000 g.s.f.

2. COMPACT CAR ALLOWANCE

i. A maximum of 30 percent of the total required off-street parking stalls may be permitted and designated for compact cars in Village Commercial.

ii. Each compact stall shall be designated as such.

iii. Dimensions of compact parking stalls shall conform to the standards as depicted in this chapter.

iv. The maximum compact car allowance may be exceeded if an applicant submits a vehicle composition study, relevant to the type of development, which demonstrates that a greater number of compact vehicles should be accommodated.

3. BICYCLE PARKING

i. The required minimum number of bicycle parking spaces for each use category is shown on ***Table F-1***. Bicycle parking spaces are meant to accommodate residents, employees, visitors, customers, messengers, and other persons.

ii. Bicycle parking shall be located on site within 50 feet of well-used entrances and not farther from the entrance than the closest motor vehicle parking space. Bicycle parking may be located within city right-of-way in areas without building setbacks, subject to approval of the director and provided it meets the other bicycle parking requirements.

4. OTHER REQUIRED PARKING SPACES

i. Motorcycle Parking Requirements. Motorcycle spaces shall be required in non-residential areas only at a rate of 1 per 100 automobile spaces with a minimum of 1 motorcycle space provided.

5. DRIVE-THROUGH STACKING REQUIREMENTS

i. A stacking space shall be an area measuring 8 feet by 20 feet with direct forward access to a service window of a drive-through facility. A stacking space shall be located to prevent any vehicles from extending onto the public right-of-way, or interfering with any pedestrian circulation, traffic maneuvering, or other required parking areas. Stacking space for drive-through or drive-in uses may not be counted as required off-street parking spaces.

ii. For each drive-up lane a minimum of three stacking spaces shall be provided.

iii. Stacking spaces serving businesses that are located adjacent to a less intensive zone than that in which the business is located, or are located adjacent to a public use area (such as a street, sidewalk, park, or trail) shall be landscaped to provide a buffer between the stacking spaces and the adjacent zone or public use.

6. STRUCTURED PARKING

i. Structured parking shall be located behind the block perimeter buildings. Structured parking may also be located below buildings.

ii. Structured parking shall be screened, except at the actual vehicular entry points and shall be screened.

iii. Vehicular and service entries to garages shall be designed to look like a part of the building.

iv. Parking garages: Parking garages with flat roofs may not exceed the height of the shortest building on the block when a flat roof is present on any building on the block, and parking garages with pitched roofs may not exceed the height of the shortest building on the block by more than one story.

7. ON-STREET PARKING

i. On-street parking shall count as visitor parking. Each 24 feet of curb length, excluding 5 feet on either side of a curb cut, shall count as one visitor parking space.

F. LANDSCAPE STANDARDS

Intent: In addition to the significant parks and open space included in the Sub-Area Plan, the Bay Vista site will include significant landscaping with retained and new trees and vegetation. Landscaping will be focused along streets to enhance the pedestrian environment, along the site's boundaries with arterials to provide screening, and adjacent to the commercial area to provide land use transitions. In some areas, such as the Bay Vista Village and Sinclair Square, hardscape and green features will be mixed.

1. GENERAL DEVELOPMENT STANDARDS

i. Landscaping shall be provided in accordance with BMC 20.50 with the following additions and/revisions:

ii. Landscaping shall be constructed using the standards described below.

iii. Vegetation for Low Impact Development best management practices may count towards required landscaping at a scale of tree for tree and area for area.

2. PARKS AND OPEN SPACE

General Requirements: The following types and amounts of parks and open space will be provided in Bay Vista:

i. Active Open Space:

a. Approximately 3-5 acres of land should be allocated for active open space.

ii. Passive Open Space:

a. Approximately 10-11 acres of land should be allocated for passive open space, with a natural/preservation area as the central element. A proposed park is leveraged on these features and will create a sense of arrival from two edges of the development as well as a view corridor of the greater Bremerton area.

b. Tree Preservation Open Space:

c. Approximately 3 acres of land should be allocated for tree preservation, which will protect a large expanse of second growth trees and a steep slope. This large forested area will provide an anchor to the natural environment, a regionally sensitive context for the neighborhood, and a signature identity for the community.

d. Public Ways: A network of approximately 30,000 linear feet of sidewalks and paths should be allocated which will create a pleasant and convenient pedestrian environment.

3. LOCATION AND DESIGN OF PARKS & OPEN SPACE

The general locations of open space are shown on ***Figure 4***, Land Use Plan. The design concept and development standards for on-site parks are described below.

i. The Bay Vista Preserve will be a large, multi-faceted green space located in the center of the site. It will be focused primarily on the preservation and enhancement of the existing native area with passive recreation throughout and an area of active recreation at the south. It should contain the following:

a. Walking paths.

b. Recreation and community space.

c. Defined by the large existing stand of trees and homes at its perimeter.

d. The north area of the park will be dedicated to the preservation of native species, the central area will be a transition and planted with native plant species that draws the northwest character south. The south area will be the most active with open lawn accented by native plant species.

e. Both existing and new native landscape. Existing areas shall be enhanced through the addition of native species and the removal of invasive species. The new areas shall be an opportunity to extend the native area and provide an area of successional planting.

ii. Periwinkle Park is located on the eastern edge of Bay Vista, at Oyster Bay Road, and will serve as a multi-generational, multi-use park. It is intended to be an expression of the northwest through its layout and plant material.

4. TREE AND VEGETATION PRESERVATION REQUIREMENTS

i. Provide a tree survey conducted by an ISA certified arborist at the time of site plan permit application to

Figure G-1 – Landscape Plan

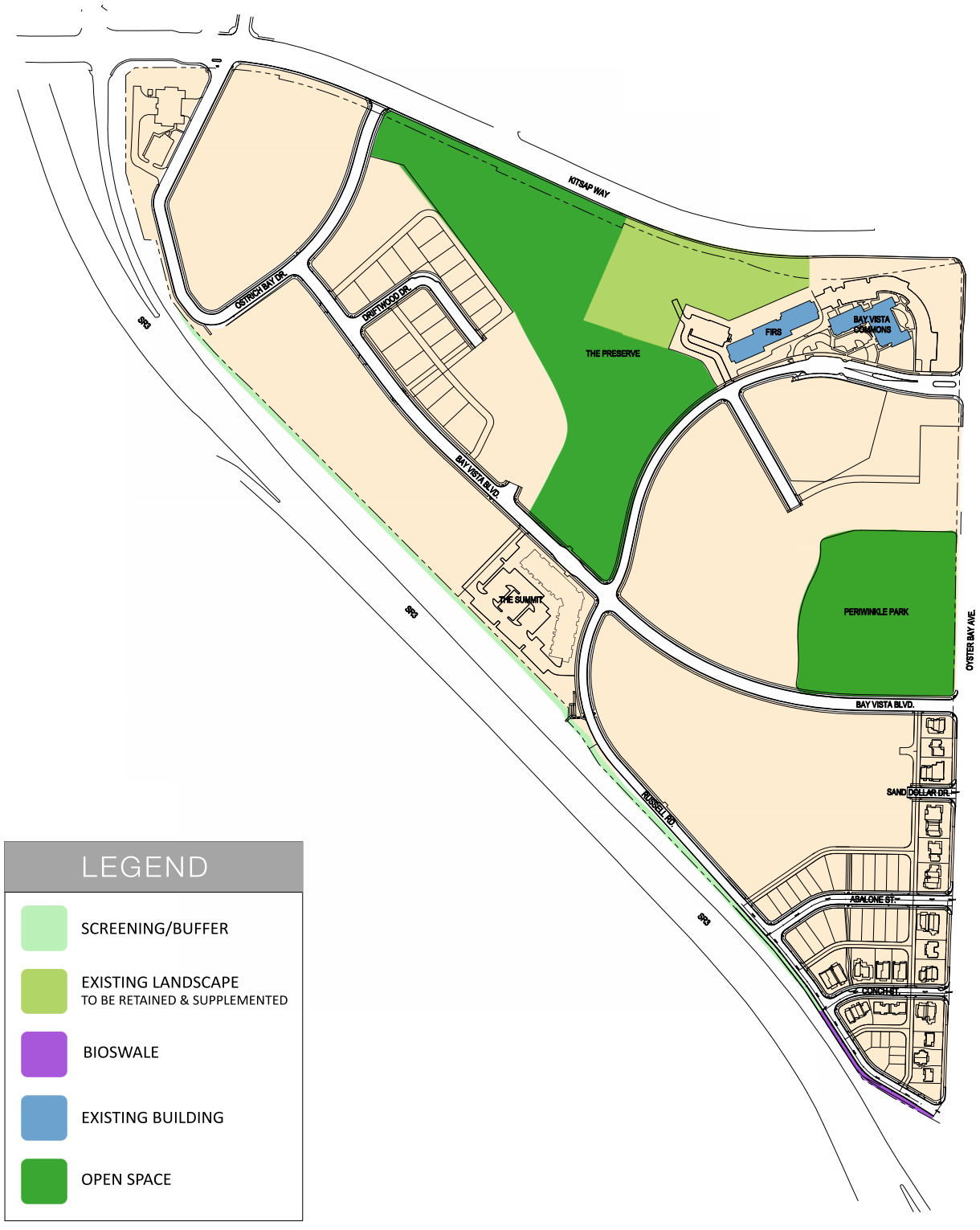
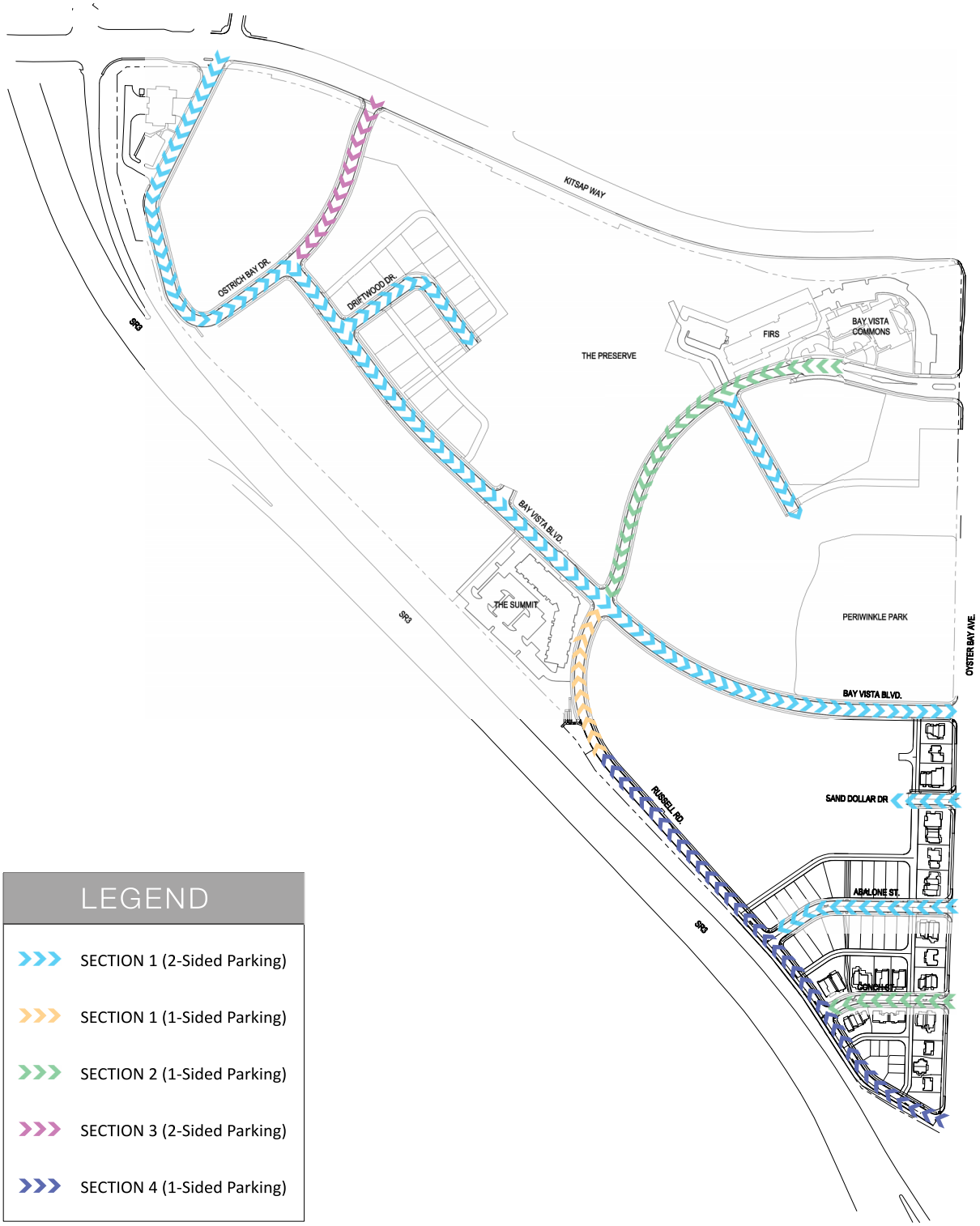


Figure D-1 – Thoroughfare Map



identify and designate all trees and vegetated areas located within lots and yards that can reasonably be retained.

ii. Provide adequate protection for retained vegetation.

iii. Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot tree plus one six-foot tree of the same species, located as directed by the architect.

iv. Topping or trimming trees in a manner that alters the natural symmetry of a tree is not allowed unless necessary for safety reasons as certified by an arborist.

5. PARKING LOT DESIGN & LANDSCAPING

Parking lots shall meet the Parking Lot Design and Landscaping requirements of BMC 20.48 and 20.50, with the following changes:

i. Surface parking lots shall be located behind buildings wherever feasible.

ii. Screening with evergreen plantings shall be provided for parking lots in the following locations:

a. Any parking lots visible from Kitsap Way, SR 3, or from internal streets;

b. Parking lots abutting residential/mixed-use uses or zones;

c. Landscape requirements are one plant unit per twenty spaces, with a minimum of one island for every ten spaces.

iv. Where a tree planting island occurs the entire length of a bay, there shall be a minimum of one tree planting island every fifteen spaces and a large shade tree every fifteen spaces in a tree planting island;

v. Where a tree planting island occurs, the entire length of a bay, the entire length shall be planted with large shade trees every forty five feet.

6. ADDITIONAL LANDSCAPING REQUIREMENTS APPLICABLE TO ALL DEVELOPMENT SHALL INCLUDE THE FOLLOWING:

i. Maximize privacy between residences and their private outdoor spaces while encouraging community interaction in the public realm;

ii. Minimize visibility of utilities and other unsightly necessities;

iii. Planting on slopes in open space and commercial areas:

a. On slopes between 4:1 to 2:1 mass plantings of trees and shrubs are suggested.

b. Slopes over 2:1 require erosion control measure such as jute matting with ornamental grasses or groundcovers.

v. Neighborhood parks, squares or plazas should be designed and landscaped to reinforce the civic nature of these spaces, provide the appropriately scaled amenities and reflect the anticipated function and type, and intensity of use.

ix. Plant Selection

a. Planting Materials. A general planting list is included at the end of this section.

(i) Other plant materials may be considered that have these characteristics and similar maintenance requirements;

b. Plants on Sloping Areas:

(i) Plants on slopes shall be selected for their ability to develop deep roots and thereby knit the soil into a cohesive mass.

(ii) Plants shall consist of native and adaptive species that can withstand drought in summer as well as continually wet soil in winter.

7. IRRIGATION

i. All irrigation systems, with the exception of residential systems, shall be designed by a qualified irrigation designer.

Suggested Plant List

*Indicates native species

DECIDUOUS TREES

Small:

Acer circinatum – Vine Maple*
Acer japonicum – Full Moon Maple
Acer griseum – Paperbark Maple
Acer palmatum – Japanese Maple
Amerlanchier alnifolia – Serviceberry *
Amelanchier var. – Serviceberry varieties
Cornus – 'Eddie's White Wonder Dogwood'
Cornus kousa – Kousa Dogwood
Cornus mas – Cornelian Cherry
Cornus nuttallii – Pacific Dogwood *
Corylus cornuta – Western Hazelnut *
Magnolia kobus – Kobus Magnolia
Malus fusca – Western Crabapple *
Malus sp. – Crabapple (some)
Oxydendrum arboreum – Sourwood
Prunus cerasifera var. – Purple Leaf Plum varieties
Prunus virginiana 'Canada Red' –
Canada Red Choke Cherry
Stewartia
Styrax japonicus – Japanese Snowbell

Medium:

Acer rufinerve – Redvein Maple
Acer truncatum x platanoides "Warrenred" –
Pacific Sunset Maple
Acer truncatum x platanoides" Keithsform" – Norwegian
Sunset Maple
Malus sp. – Some Crabapples
Parrotia persica – Persian Parrotia
Pyrus calleryana var. – Flowering Pear Varieties
Prunus sp – Flowering Cherry
Prunus s. 'Shirotae' – Shirotae Cherry

Columnar Narrow:

Carpinus betulus pyramidalis – Pyramidal Hornbeam
Fagus sylvatica 'Cockleshell' – European Beech
Gingko biloba 'Princeton Sentry' – Maidenhair Tree
Parrotia persica 'Vanessa'
Prunus sargenti columnaris – Columnar Sargent Cherry
Pyrus calleryana 'Glen's Form' – Chanticleer Pear

CONIFERS

Abies grandis – Grand Fir *
Abies koreana – Korean Fir
Calocedrus decurrens – Incense Cedar
Chamaecyparis nootkatensis 'Pacific Arrow' –
Alaska Cedar
Juniperus scopulorum (var.) –Juniper
Picea omorika – Serbian Spruce
Pinus monticola – Western White Pine *
Pseudotsuga menziesii – Douglas fir *
Taxus baccata – Yew
Thuja plicata 'Excelsa' – Western Red *
Tsuga heteropylla – Western Hemlock *

SHRUBS

Smaller shrubs and Ground Cover:
Arctostaphylos columbiana – Hairy Manzanita *
Arctostaphylos uva-ursi – Kinnikinnick varieties *
Berberis (var.) – Dwarf Barberry varieties
Camassia quamash – Common Camas *
Fothergilla sp.
Fragaria chiloensis – Sand Strawberry *
Gaultheria shallon – Salal *
Ilex crenata 'Helleri' – Helleri Holly
Ilex crenata 'Green Island' – Green Island Holly
Linnaea borealis – Twin Flower *
Lupinus arcticus – Arctic Lupine *
Lupinus polyphyllus – Large-Leaved Lupine *
Mahonia aquifolium 'Compacta'-Compact Oregongrape *
Mahonia nervosa – Long Leaf Mahonia *
Oxalis oregano – Redwood Sorrel *
Polystichum munitum – Western Sword Fern *
Potentilla (var.) – Potentilla varieties
Prunus laurocerasus 'Otto Luyken' –
Otto Luyken Laurel
Rosa nutkana – Nootka Rose *
Rosa pisocarpa – Cluster Rose *
Spirea douglasii – Hardhack *
Spirea (var.) – Spirea 'Mt Vernon'
Symphoricarpos albus – Common Snowberry *
Trillium ovatum – Western Trillium *
Vaccinium ovalifolium – Evergreen Huckleberry *
Vaccinium membranaceum – Black Huckleberry *
Vaccinium parvifolium – Red Huckleberry *
Viburnum davidii – David Viburnum
Viburnum (var.) – Viburnum varieties

Medium/Large:

Abelia x grandiflora – Glossy Abelia
Arbutus unedo (compacta) – Strawberry Tree
Berberis (var.) – Barberry varieties
Ceanothus velutinus – Tobacco Brush
Cornus sericea – Red Osier Dogwood
Enkianthus
Euonymus (var.) – Winged Euonymus varieties
Holodiscus discolor – Oceanspray *
Hydrangea quercifolia – Oakleaf Hydrangea
Hydrangea paniculata – Peegee Hydrangea
Ilex crenata "Convexa" – Convexleaf Holly
Lonicera involucrata – Black Twinberry *
Mahonia aquifolium – Tall Oregongrape *
Myrica californica – Pacific Wax Myrtle *
Oemleria cerasiformis – Indian Plum *
Osmanthus delavayii – Osmanthus
Osmanthus heterophyllus – Hollyleaf Osmanthus
Osmarea burkwoodi – Burkwood Osmarea
Philadelphus lewisii – Mock Orange *
Physocarpus capitus – Pacific Ninebark *
Prunus lusitanica – Portugese Laurel
Ribes sanguineum – Flowering Red Currant *
Rhododendron macrophylum or R. albiflorum – Western Rhododendron *
Rhododendron (var.) – Rhododendron
Rubus parviflorus – Thimbleberry *
Rubus spectabilis – Salmonberry *
Symphocarpus alba – Snowberry
Taxus baccata – Irish yew
Viburnum vars. –Viburnum varieties

HEDGES

Buxus microphylla 'Winter Gem' – Winter Gem Boxwood
Buxus sempervirens.- Common Boxwood
Buxus suffruticosa – True Dwarf Boxwood
Ilex crenata 'Helleri' – Helleri Holly
Ilex crenata 'Green Island' – Green Island Holly
Ilex crenata 'Convexa' – Convexleaf Holly Laurel
Ligustrum japonicum – Japanese Privet
Mahonia aquifolium – Oregongrape *
Osmanthus heterophyllus – Hollyleaf Osmanthus
Prunus laurocerasus 'Otto Luyken' Otto Luyken
Prunus lusitanica – Portugese Laurel
Taxus sp. – Yew species
Taxus cuspidata (var.) – Yew varieties
Thuja occidentalis vars. – Arborvitae varieties
Thuja occidentalis 'Smaragd' – Emerald Green
Viburnum vars. – Viburnum varieties

GROUNDCOVER

Arctostaphylos uva-ursi – Kinnikinnick varieties
Ceanothus – Wild Lilac
Cotoneaster vars. – Cotoneaster varieties
Evergreen flowering vines
Fragaria vars. – Strawberry varieties
Ivy (non-climbing varieties)
Juniperus (var.) – Juniper varieties
Lawn Grass (Puget Sound Turf Grass varieties – sod or seed
Mahonia nervosa – Longleaf Mahonia *
Mahonia repens – Creeping Mahonia
Ornamental grasses
Thymus – Thyme
Vinca minor – Periwinkle

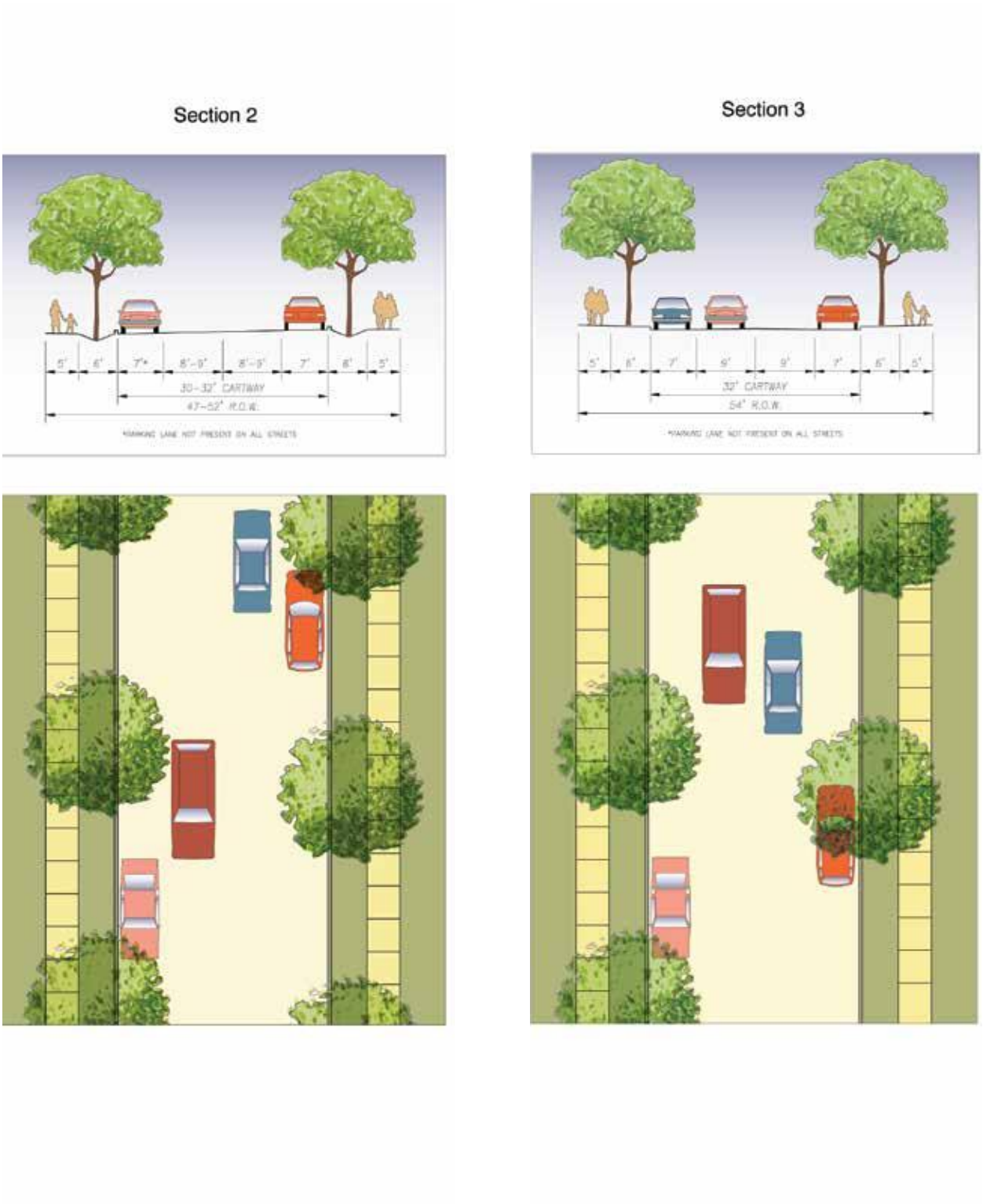
ACCENT PLANTING

Annuals
Bulbs
Ornamental grasses
Perennials

Ord 5512, Exhibit D

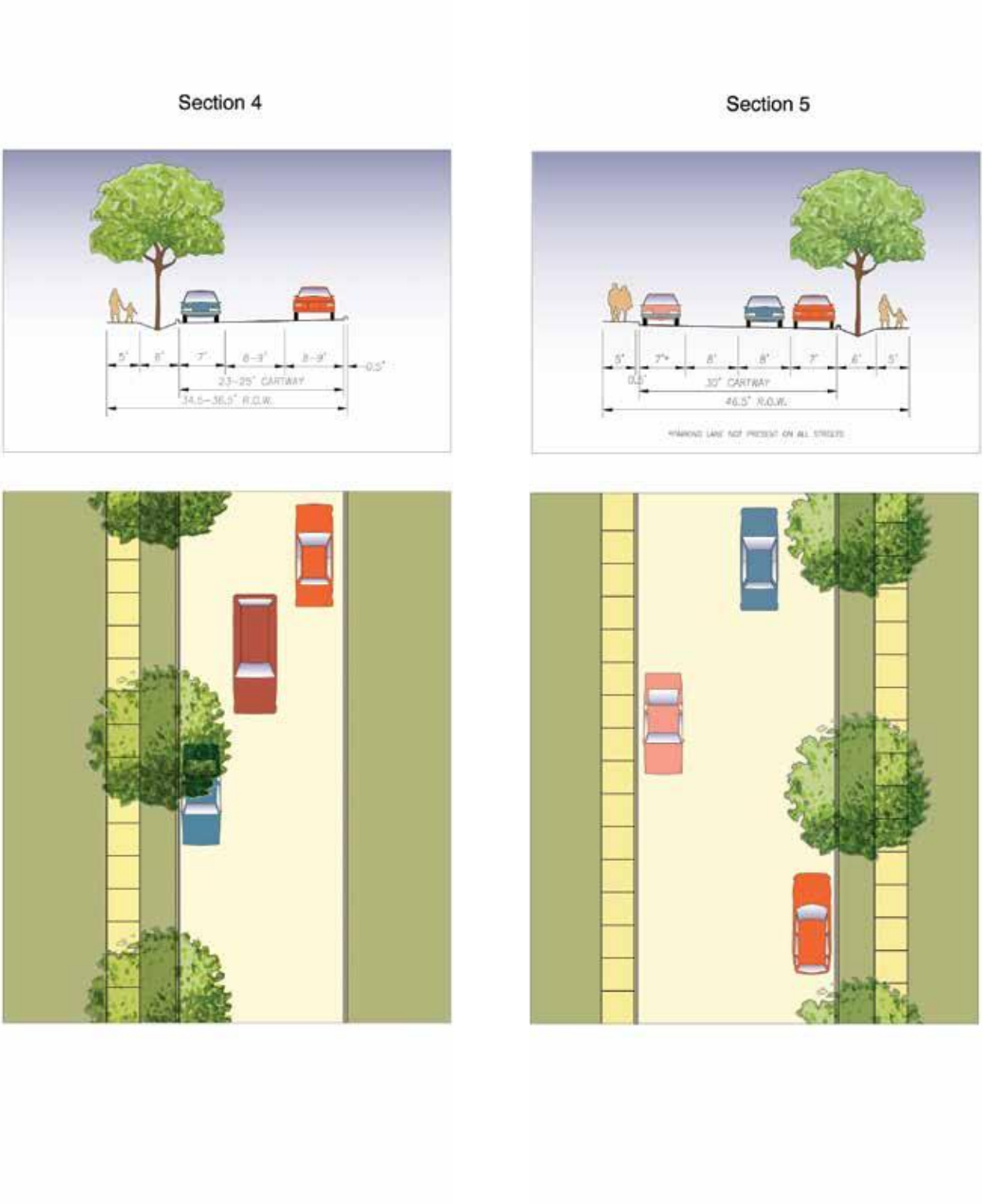
Figure D-2 Street Sections

Figure D-2 Street Sections



Ord 5512, Exhibit D

Figure D-2 Street Sections



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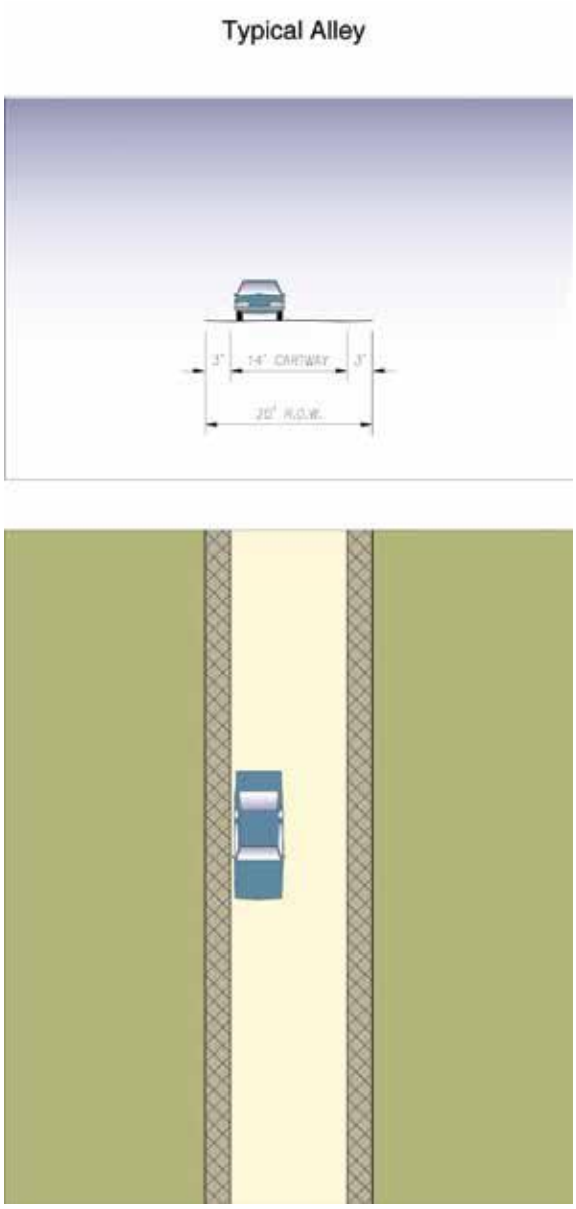

G. UTILITY EQUIPMENT & STORAGE

1. Utilities shall be installed underground to the greatest extent feasible. Utilities installed above ground shall be screened from view whenever possible.

2. Trash storage areas shall be screened from view, animal proof, and easily accessible to service personnel. All trash enclosures shall be screened.

3. Roof and ground- mounted equipment, including HVAC units, shall be screened from view from any public street or open space. Satellite dishes and antennas shall be the smallest possible to receive the signal, shall be placed in the least conspicuous location, and screened and painted to match the colors of the adjacent building as closely as possible.

H. WALLS, HEDGES AND FENCES

1. Fence height may not exceed six (6) feet.
2. Front yard fences may not exceed four (4) feet in height and shall be an 'open' style. These must be set back at least one (1) foot from the back edge of the sidewalk.
3. The maximum combined height for front yard walls with fences is four feet, as measured on the downhill side.
4. Walls or fences on slopes over 15% and visible from the public areas, shall step with the slope in sections at a rate of 1 step per each 12 inches of change in elevation of the adjacent ground, measured parallel to the fence.
5. Fences defining the front edge of courtyards or semi-public open spaces associated with cottage court developments and courtyard buildings shall be as specified for other front yard fences above. Articulation of the entry from the street to such open spaces with decorative gates, trellises and/or arbors is encouraged.
6. Side yard fences attached to the face of the house shall be set back between two feet and five feet from the front face of the house.
7. Side yards setbacks near public areas shall be at least 50% open. Adjacent to any public walkway or other open space shall not be fenced for more than 50% of the length of the building's façade.

I. EXTERIOR LIGHTING

1. Subtle, low-level lighting of front porches and front yard landscape areas is encouraged. Light pollution shall be minimized by selection of proper fixtures.
2. Lighting shall not spill over beyond property lines or cast glare to surrounding properties.
3. Pole mounted lighting is not permitted inside the property lines of any detached or attached residential structures. Pole mounted pedestrian lighting should be used in the right-of-way.
4. Lighting in garage and utility areas shall not impact neighboring properties or common areas. Motion sensitive wall mounted exterior lights are required on all garage façades facing alleys.
5. Exterior light fixtures should match the architectural style of the building.
6. Lighting for commercial uses shall be appropriately shielded so as to not impact adjacent residential areas or residential units in mixed-use buildings.
7. All street lights should be comprised of ornamental poles and fixtures conforming to the City's "Standards for Work in the ROW"; Cobra heads and shoe box style lighting is prohibited. Preferred lights are 12-14 feet tall. 20 foot tall poles may be utilized at major intersections.
8. Parking lot lighting shall conform to the standards in the Village Commercial zone.

9. Porch lights may be compact-fluorescent or incandescent.

J. SIGN STANDARDS

Intent: These criteria and standards have been established for the purpose of ensuring that all signage at Bay Vista is designed and constructed in a manner which consistently promotes the following:

- Visual harmony between signage and Bay Vista architecture including adjacent materials and colors.
- Elegant, yet clear and distinctive identity for each tenant.
- Visual enhancement of the pedestrian experience.
- Diversity and individuality for each tenant's signage while maintaining a consistent size and quantity through out Bay Vista.
- The use of creativity and high quality materials.
- Thoughtful and creative lighting of signage.

1. GENERAL GUIDELINES

i. Description: All signs and graphics shall be professionally designed. The lettering and spacing of letters shall be well proportioned to assure legibility as well as a pleasing appearance. Shop drawings for each sign, including colors, dimensions, specifications and proposed construction materials will be required criteria for approval of signage by the Architectural Review Committee. Tenant must have written approval by the Architectural Review Committee prior to application for the required city sign permits.

ii. Material Preferences: Tenant sign design and construction should match the materials used on the exterior of the building.

iii. Lighting: Signs may be internally or externally illuminated. Halo or other indirect lighting is encouraged. Exposed neon or bulbs are not allowed. Indirect lighting must be baffled or shielded to reduce blare in the eyes of pedestrians.

iv. Standards: Sign standards shall be in accordance with BMC 20.52, with the exceptions and modifications contained in these sign standards. Traffic control signs shall conform to the "Manual of Uniform Traffic Control Devices."

2. SIGNS AND SIGN COMPONENTS NOT PERMITTED

i. The following signs and sign components are not permitted:

a. Moving, flashing, rotating, noise making or odor producing signs. Electronic message displays are not permitted.

b. "Human A-boards"

c. Signs taped or glued to interior window.

d. The name, stamps or decals of the sign manufacturer cannot be displayed on any portion of the sign. Underwriters Laboratories labels shall be applied in an inconspicuous manner.

e. Non-ornamental hardware or electrical components may not be exposed to view.

f. Back-lit awnings, including those with signage, are not permitted.

3. SIGNAGE SUBMITTAL AND APPROVAL PROCESS

i. Prior to construction of any sign or application for city sign permits, the building owner, tenant or tenant's sign contractor must obtain the Architectural Review Committee's written approval of the proposed sign design. The process shall be as follows:

a. Tenant to submit completed sign application along with required drawings to Architectural Review Committee.

b. Architectural Review Committee to review designs and either approve, approve with corrections, or deny application within 10 days of receipt by Architectural Review Committee.

c. If application denied, tenant to review reasons for denial and then change their application and re-submit a new application to Architectural Review Committee.

d. Once approval is granted by Architectural Review Committee, tenant may then submit a sign application to the City of Bremerton.

ii. Failure to comply with the above process may result in the removal of signage by Architectural Review Committee at Tenant's sole expense, provided Architectural Review Committee will issue notice to Tenant/Building Owner of the failure to comply at least 30 days prior to Architectural Review Committee removal to allow Tenant/Building Owner time to cure problem and comply.

4. BAY VISTA SIGN CATEGORIES DEFINED

i. Signs or signage requested by a retail tenant or building owner within Bay Vista shall fall into one of the categories listed below. In order to determine the applicable category, read the definitions and standards in these regulations (by type and category). Architectural Review Committee will make final determination in the event of any still un-definable categories.

ii. Single Occupant Retail Signage Category: Single Occupant Retail Signage Category defined as signage needed by a retail tenant who occupies a building on a legal lot specific to that building, with no more than one retail establishment utilizing said building.

iii. In-line Retail Signage Category: In-line Retail Signage Category, defined as signage needed by retail tenants who occupy a space within the Village which is physically adjacent to, or sharing demising walls with, neighboring tenants.

iv. Residential Signage Category: Residential Signage Category defined as signage needed by residential neighborhood, buildings, or group of buildings including multiple residences (for rent or sale) which were built in a coherent manner by a single entity on one or more lots.

v. Bay Vista Village Identification & Directional Signage Category: Bay Vista Village Identification & Directional Signage Category defined as Bay Vista Village-specific signage that is intended to identify the overall Bay Vista Village development or facilitate the orientation of pedestrian or automobile traffic throughout the Bay Vista Village to specific tenants or buildings.

5. SINGLE OCCUPANT RETAIL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: Allowed for parcels that abut Hwy 3 per 20.52.100. Not permitted for all other parcels. Parking lot directional signage allowed and must be solely intended to direct parking lot traffic and may not exceed six square feet, and may not have any business identification or emblems. In some

cases, at Architectural Review Committee's discretion, Single Occupant Retail tenants may be eligible for identification on certain type "B" and type "C" Bay Vista Village monument signs.

a. Building Signs:

(i) Internally or externally illuminated building signage allowed. Halo-lit metal signs are encouraged.
(ii) One building sign allowed per building elevation visible from street or right of way (public or private) and parking lot.
(iii) Cumulative allowed sign areas for each Single Occupant Retail Building within Bay Vista Village shall not exceed 10% of the wall plane area the sign is mounted to. Note: square footage shall be measured by boxing individual letters and symbols, maximum 100 square feet.

b. Blade Signs: Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to submitting an application to the city.

(i) Size: Blade signs are to be a maximum of 24 inches high x 36 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of three inches.
(ii) Quantity: Tenants with one street frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street frontage (public or private).
(iii) Custom shapes other than a rectangle or square are encouraged.
(iv) Lettering and graphics should be raised/ dimensional. Flat vinyl graphics are heavily discouraged.
(v) Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there will be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.
(vi) The minimum clearance for blade signs is 8 feet from grade to bottom of sign.
(vii) Placement of blade sign in most cases should be directly over the primary entrance to the Tenant space or centered along tenant frontage, if two or more tenants share an entrance.
(viii) Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be the sole judge as to the acceptability of materials and designs.
(ix) Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

c. Window Lettering: Window lettering must meet the following criteria:

(i) All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door.
(ii) The logo and name of the store may be represented by letters up to a maximum height of 6 inches.
(iii) Store hours on the entry door are encouraged.
(iv) If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2 inches high, Helvetica Light font made of white vinyl applied at 5-feet, 6-inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

6. IN-LINE RETAIL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: Not permitted.

ii. Building Signs

a. Internally or externally illuminated building signage allowed. Halo-lit metal signs are encouraged.

b. One building sign allowed per Tenant visible from street or right of way (public or private) and parking lot.

c. When calculating allowed area of building signage for in-line retailers the following criteria apply:

(i) Width of sign may be no more than two thirds the width of the elevation to the Tenant space to which sign will be attached.
(ii) The maximum letter height shall be 18 inches, and logos or emblems may be no larger than 30 inches in height. If two lines of copy are used, the combined height of both rows may be no larger

than 28 inches.

(iii) Cumulative allowed sign areas for each in-line retail tenant within Bay Vista Village are as follows: 8% of wall plane the sign is mounted to, not to exceed 50 square feet. Note: Square footage measured by boxing individual letters and symbols.

iii. Blade Signs: Blade signs will be required for Bay Vista Village In-line Retail tenants. Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to submitting an application to the city.

a. Size: Blade signs are to be a maximum of 24 inches high x 42 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of 3 inches.

b. Quantity: Tenants with one street or plaza frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street or plaza frontage (public or private).

c. Custom shapes other than rectangle or square are encouraged.

d. Lettering and graphics should be raised/dimensional. Flat vinyl graphics are discouraged.

e. Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there will be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.

f. The minimum clearance for blade signs is 8 feet from grade to bottom of sign.

g. Placement of blade sign in most cases shall be directly over the primary entrance to the Tenant space or centered along tenant frontage if two or more tenants share an entrance.

h. Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be sole judge as to the acceptability of materials and designs.

i. Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

iv. Window Lettering

a. All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door. Gold or silver leaf is encouraged.

b. The logo and name of the store may be represented by letters up to a maximum height of 3 inches.

c. Store hours on the entry door are encouraged. The store hours lettering may not exceed 9 inches high x 12 inches wide.

d. If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2 inches high, Helvetica Light font made of white vinyl applied at 5 feet, 6 inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

7. RESIDENTIAL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: One freestanding neighborhood identification sign is permitted at each entrance to a residential neighborhood or as allowed by BMC 20.52. Halo or indirect illumination is allowed. Parking lot directional signage allowed and must be solely intended to direct parking lot traffic.

ii. Building Signs: The following rules for residential building signs apply: (Note: Square footage shall be measured by boxing individual letters and symbols.)

a. Building signs may be substituted for freestanding signs.

b. Halo or indirect illumination is allowed.

iii. Size

a. Standard allowance to be 20 square feet per sign.

b. 30 square feet per sign: to be allowed if the following materials are used: brass, copper, chrome, brushed or polished aluminum, stainless steel, etched glass, stone, gold or silver leaf, porcelain and hardwoods.

iv. Blade Signs: Blade signs are allowed at residential amenity space entryways or leasing and sales offices. Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to construction.

a. Size: Blade signs may be a maximum of 24 inches high x 36 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of 3 inches.

b. Quantity: Tenants with one street frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street frontage (public or private).

c. Custom shapes other than rectangle or square are encouraged.

d. Lettering and graphics should be raised/dimensional. Flat vinyl graphics are heavily discouraged.

e. Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there shall be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.

f. The minimum clearance for blade signs is 8 feet from grade to bottom of sign.

g. Placement of blade sign in most cases shall be directly over the primary entrance to the Tenant space or centered along tenant frontage if two or more tenants share an entrance.

h. Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be sole judge as to the acceptability of materials and designs.i. Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

v. Window Lettering

a. All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door. Gold or silver leaf is encouraged.

b. The logo and name of the store may be represented by letters up to a maximum height of 3 inches.

c. Store hours on the entry door are encouraged. The store hours lettering may not exceed 9 inches high x 12 inches wide.

d. If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2" high, Helvetica Light font made of white vinyl applied at 5 feet, 6 inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

8. BAY VISTA VILLAGE IDENTIFICATION AND DIRECTIONAL SIGNAGE

i. Primary Bay Vista Village Identification Monument Signs: Bay Vista Village may have up to three primary identification freestanding monument signs (entrance and portal) and may share one primary identification freestanding monument sign (portal) with the residential community. Maximum size shall be 100 square feet.

ii. Secondary Identification Monument Signs: Bay Vista Village may have up to four Secondary Identification Monument Signs, one per building. Maximum size shall be forty square feet.

iii. Directional Tenant/Building Owner Signs: Bay Vista Village may have freestanding and/or wall directional signs as needed to help pedestrian and automobile traffic locate various retail tenants and building owners within the Village. The style of these signs is to be consistent with primary and secondary monument signs. Maximum size shall be six square feet.

K. GLOSSARY

Definition of terms shall be in accordance with the definitions of the BMC with the following additions and/or revisions.

ARCADE – A colonnade with arched openings.

BLADE SIGNAGE – A vertically oriented sign hung from, and perpendicular to, a facade so that it may be read by pedestrians on the sidewalk.

BLOCK – A unit of land bounded by streets on all sides.

BUILDING HEIGHT – The distance from the average finish grade at the façade to the highest point of a flat roof, or midpoint of the slope on a pitched roof.

CHEEKWALL – The side wall of a flight of stairs or steps.

COLONNADE – A covered passage way supported by column, and lintels open to the street with rectangular openings.

COURTYARD – A courtyard is a space defined by a single building or multiple buildings on at least two sides, and a fence or building or other well-defined edge on all other sides.

DOOR-YARD – The area between the setback and the public sidewalk. Planting, porches, lead walks, stoops and fence occurs within this area.

FOOTPRINT – The footprint is an outline showing the extent to which a home, building, or other architectural element covers the lot on the ground level.

FRONTAGE OCCUPANCY – The minimum amount of primary façade that must be built along a setback.

FURNISHING ZONE – A continuous zone extending the entire length of commercial and mixed-use streets parallel to the street and delineated from the back of curb, having a consistent width that is identified for the placement of permanent elements such as street trees, tree pits, tree grates, street lights, trash cans and benches. Moveable tables and chairs are not prohibited from this zone.

GARDEN WALL – A wall that separates a courtyard, front yard, or service area from the street in order to screen private activities from the public realm. Garden Walls are independent walls over four (4) feet high.

LEAD WALK – Pavement that is intended for pedestrian travel to and from a building entryway, courtyard and the sidewalk.

LIVE-WORK – A live-work building/unit is one in which the bottom floor is designed for commercial uses and the space above is designed for, and occupied by, residential uses. It is also designed such that the attached residential unit could have direct access to the commercial space if the residential occupant were also the commercial tenant or commercial business owner, but can be secured (prohibiting access from the above residential unit to the commercial space below) if resident is not the commercial tenant or commercial business owner.

LOGGIA – Similar to a porch, a loggia is a covered exterior space, but one that is set inside or recessed into a facade (as opposed to a porch which protrudes or extends beyond the facade of a building.

MIXED-USE BUILDING – A building with two or more uses having a different use on the ground floor (e.g., retail on the ground floor and residential above).

OPEN SPACE – An area that is intended to provide light, air, and/or views or general appearance of openness, and is designed for scenic, recreational, private, or environmental purposes.

PAIRED FACADES – Two facades next to each other, sitting in front of an open space composed with the same or a complimentary architectural design and character.

RESIDENTIAL MIXED-USE BUILDING – A mixed-use building that requires residential use on the second and higher floors.

PORCH – A porch is a covered, platform raised above the surrounding ground providing a transition from the public to private realms and entry into usually a single dwelling unit but, on occasion, multiple dwelling units.

PRIMARY FACADE – All elevations (Front and Side) that are parallel to, or are clearly visible from a street.

SCREENING – A natural or constructed barrier consisting of any landscaping, fencing, or other barrier intended to block a view.

SECONDARY FAÇADE – All elevations that are not defined as a primary façade.

SET PIECE FAÇADE – A primary facade in a prominent location that should be designed as a focal element with a greater amount of detail than the surrounding buildings.

STOOP – A raised, covered or non-covered, projecting stairway that connects a building's porch or entryway to the ground usually at the front yard a building.

STREET FRONTAGE – The building or house facade running parallel to a public street or private street.

STREET WALL & FENCE – The street wall, or street face, is the visual three-dimensional wall that is formed by, and composed of, the primary facades located along the build-to line.

THRESHOLD – A passageway enclosed by buildings on both sides and above by building or other architectural elements, that one moves through to enter a space or street.

TOWER ELEMENTS – An integrated, architectural element that extends above the roof line that may be used for signage/advertisement per approval of the Bay Vista Architectural Review Committee.

VISITABLE DWELLING UNIT & VISITABLE ENTRIES – A visitable dwelling unit includes at least one zero-step entry, located at either the front or back of a unit, with a minimum 3-foot wide entry door and includes, among other things, 3-foot passage doors throughout the ground floor of the entire unit. A visitable entry is a zero-step entry to a dwelling unit.

L. DESIGN INTENT

The intent of the Bremerton Housing Authority's Master Plan for the Bay Vista site is to have the community follow the principles of traditional neighborhood design. Early in the last century, communities were much more pedestrian-friendly and socially connected. In a traditional neighborhood, one will see residential and commercial uses mixed, or in close proximity to each other. Newer communities, however, have segregated these uses, requiring residents to use their automobiles to do anything outside of their homes. The goal at Bay Vista is to encourage resident interaction by making the streets and buildings as pedestrian-oriented as possible, and to provide mixed uses that allow residents to walk down the street to purchase some basic needs, rather than leaving the community and driving to a retail destination for every need.

The look and feel of the community should enhance the pedestrian experience, and the design concept of a varied and interesting village that has evolved and built up over time is a design objective. Large buildings should be designed such that their facades have the appearance of several smaller buildings, using varied colors and materials and modulation, to reduce their apparent scale. Houses and individual townhouse units should be designed to appear as unique buildings grouped together, rather than repetitions of the same façade.

Commercial and retail buildings should enhance the window shopping experience, and create a sense of liveliness and quality through the use of varying materials, colors, signage and awnings. Commercial streets should contribute to this effect with enhanced paving materials and the use of street trees, street furnishings and pedestrian-scaled lighting. Commercial and mixed-use buildings should have a timeless character, and a northwestern look and feel.

This section will work in tandem with Section IV Zoning and Development Standards. The Design Standards are not City regulations, but will be adopted as Covenants, Conditions, & restrictions (CC&R's) applicable to all property within Bay Vista. The Bay Vista Architectural Review Committee (ARC) will be responsible for their enforcement. The ARC will review all building and related applications before they are submitted to the City to ensure compliance with these standards (details are available through the Architectural Review Committee).

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B11

SUBJECT:
Proposed Public Hearing on Ordinance to amend Title 20 of the Bremerton Municipal Code entitled "Land Use", commonly known as the Zoning Code, to implement market-based parking and various development regulations, and to modify adopted Subarea Plans to reflect market-based parking standards

Study Session Date:	May 28, 2025
COUNCIL MEETING Date:	June 4, 2025
Department:	DCD
Presenter:	Garrett Jackson
Phone:	(360) 473-5289

SUMMARY: The Comprehensive Plan is being updated (under separate ordinance) due to the Growth Management Act's requirements for periodic update. Pursuant to RCW 36.70A.040 Land Use development regulations need to be updated to be consistent with the newly updated Comprehensive Plan. The Bremerton Municipal Code (BMC) Title 20 contains the City's development regulations.

The Planning Commission unanimously made a recommendation to the City Council to adopt modifications to BMC Title 20, related to Market-based Parking, Boundary Line Adjustments, Family Daycare Providers (RCW 36.70A.450), Co-Living Housing (RCW 36.70A.535), and New Housing In Nonconforming Buildings (RCW 35.21.990) following a public hearing held on May 19, 2025.

City Council is scheduled to discuss the Planning Commission's recommendation at their May 28, 2025 study session, a public hearing is scheduled for June 4, 2025, and it is anticipated that the Council will act on the recommendation following the hearing.

ATTACHMENTS:
Ordinance
Exhibit A: Findings and Conclusion of the Planning Commission
Exhibit B: Bremerton Municipal Code Title 20 (Zoning Code) amendments
- Market-based parking
- Boundary Line Adjustment
- Family Daycare Providers
- Co-Living Housing
- New Housing In Nonconforming Buildings
- Residential Cluster Development

Exhibit C: Puget Sound Industrial Center Subarea Plan (market-based parking)
Exhibit D: Harrison Heights Subarea Plan (market-based parking)
Exhibit E: East Park Subarea Plan (market-based parking)
Exhibit F: Bay Vista Subarea Plan amendments (market-based parking)

FISCAL IMPACTS (Include Budgeted Amount): None.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ to amend the Title 20 of the Bremerton Municipal Code entitled "Land Use", commonly known as the zoning code, and amending development regulations of adopted Subarea Plans.

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

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Title 20 of the Bremerton Municipal Code entitled "Land Use," commonly known as the zoning code, various sections intended to support implementation of the 2024 Comprehensive Plan Update, related to Parking Standards and Implementation of State Requirements for Family Day Cares, Co-Living, Conversion of Nonconforming Buildings for Housing, and Updates to Regulations for Residential Cluster Development and Boundary Line Adjustments.

WHEREAS, the proposed updates to Title 20 of the Bremerton Municipal Code entitled "Land Use" meets the requirements of the Washington State Growth Management Act (GMA) and is intended to satisfy the requirement for consistency between development regulations and the Comprehensive Plan as required pursuant to RCW 36.70A.040; and

WHEREAS, through practical use and application of the Zoning Code the need for modification has been identified; and

WHEREAS, the City of Bremerton 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, the proposed amendments to Title 20 ("zoning code amendments") represent development regulations that are consistent with the 2024 City of Bremerton Comprehensive Plan, implement a wide range of goals and policies from the Plan, and move the City forward toward achieving the State's housing goals; and

WHEREAS, in October 2024, the Sightline Institute published an article: 'The State of Parking Mandates in Washington,' which demonstrates how parking mandates are counterproductive to development of housing and commercial development; and

WHEREAS, on May 7, 2025 the Governor signed SB 5184 into law, which approves a sweeping parking reform reducing minimum parking requirements on new housing and commercial development; and

WHEREAS, the proposed zoning code amendments will amend the regulations for Off Street Parking provisions throughout the City, including the Subarea Plans removing all minimum parking requirements; and

WHEREAS, the proposed zoning code amendments will amend the regulations for Boundary Line Adjustments for clarification of the code process, and remove unnecessary barriers; and

WHEREAS, per RCW 36.70A.450, cities may not prohibit in-home family day-cares in residential or commercial areas; and

WHEREAS, the proposed zoning code amendments will amend the regulations for family day cares up to 12 children, to permit them in all residential and mixed-use zones, consistent with RCW 36.70A.450; and

WHEREAS, per HB 1998, co-living is defined as a residential development with sleeping units that are independently rented, with residents sharing kitchen facilities with the other units; and that cities and counties must adopt development regulations to allow co-living facilities within any zone that allows for at least six multifamily residential units (including those zoned for mixed use) by December 31, 2025; and

WHEREAS, the proposed zoning code amendments will provide criteria for co-living housing, to be consistent with guidance in HB 1998; and

WHEREAS, per RCW 35.21.990, cities must allow for conversion of certain existing nonconforming buildings into housing no later than six months after adoption of the Comprehensive Plan Update; and

WHEREAS, the zoning code amendments provide criteria for new housing in nonconforming buildings, permitting the conversion of certain existing commercial buildings, and providing an opportunity for a 50 percent density bonus, consistent with RCW 35.21.990; and

WHEREAS, the Residential Cluster Development regulations will be amended to adjust the open space requirements to be consistent with Kitsap County regulations, and to remove certain lot requirements related to single-family development, and removed listed minimum parking requirements; and

WHEREAS, minor updates to the Puget Sound Industrial Center, Harrison Heights, East Park and Bay Vista Subarea Plans are proposed, consistent with implementing market-based parking standards; and

WHEREAS, On May 9, 2025 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the Planning Commission public hearing; and

WHEREAS, on May 19, 2025 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 May 23, 2025 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the City Council public hearing; and

WHEREAS, the Bremerton City Council considered public input and the Planning Commission findings and recommendations on the zoning code amendments and affiliated subarea plan updates; and

WHEREAS, the Bremerton City Council finds that Title 20 of the Bremerton Municipal Code Title 20 as amended meets the requirements of the Growth Management Act and fully implements the 2024 Comprehensive Plan Update; 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 incorporated by reference.

SECTION 2. *Planning Commission Findings.* The findings and conclusions of the Bremerton Planning Commission, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, are hereby adopted.

SECTION 3. *Land Use Code Amended.* Title 20 of the Bremerton Municipal Code entitled "Land Use," commonly known as the zoning code, is hereby amended as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

SECTION 4. *Subarea Plans*. The Puget Sound Industrial Center, Harrison Heights, East Park and Bay Vista Subarea plans are hereby amended as set forth in **Exhibits C, D, E,** and **F**.

SECTION 5. *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 6. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

APPROVED by the City Council the_____ day of _____, 2025

PASSED by the City Council the_____ day of _____, 2025

_____
ERIC YOUNGER, Council President

Approved this _____ day of _____, 2025

_____
GREG WHEELER, Mayor

ATTEST:

_____
ANGELA HOOVER, City Clerk

APPROVED AS TO FORM:

_____
KYLIE FINNELL, City Attorney

PUBLISHED the_____ day of _____, 2025
EFFECTIVE the_____day of _____, 2025
ORDINANCE NO. _____

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DRAFT FINDINGS AND DETERMINATION OF THE CITY OF BREMERTON PLANNING COMMISSION

Summary – The Commission recommends that the City Council adopt the proposed amendments to Bremerton Municipal Code (BMC) Title 20, Puget Sound Industrial Center (Bremerton) Subarea Plan, Harrison Heights Subarea Plan, Bay Vista Subarea Plan, and East Park Subarea Plan. The proposed development regulations would further implement the vision of the 2024 Comprehensive Plan update and meet the statutory requirements of Washington State.

I. FINDINGS OF FACT - GENERAL

1. Project Description

Title 20 of the Bremerton Municipal Code (BMC), and individual subarea plans, regulate Land Use for the City, which includes the uses, development regulations, and permitting procedures related to development of individual lots. Zoning Code Amendments proposed with this report are intended to further support implementation of the 2024 Comprehensive Plan Update, and comply with several State mandates.

Substantive amendments proposed can be summarized by the following:

- Zoning Code (Title 20): amendments are proposed to BMC 20.12.175 Boundary Line Adjustment for code clarification, BMC 20.46.010 Accessory Dwelling Units for market-based parking, BMC 20.46.030 Home Occupations for market-based parking, BMC 20.46.070 Adaptive Reuse of Commercial Buildings for market-based parking, BMC 20.46.090 Temporary Encampment Permit for market-based parking, BMC 20.46.170 Cottage Housing for market-based parking, BMC 20.46.180 Group Residential Class I for market-based parking, BMC 20.46.190 Senior Housing Complex for market-based parking, BMC 20.46.200 Manufactured Home Park for market-based parking, BMC 20.46.220 Family Day Care Provider to comply with RCW 36.70A.450, BMC 20.46.220 Co-living Housing to comply with HB 1998, , BMC 20.48 Off-street Parking Requirements for market-based parking and comply with SB 6015, BMC 20.54.060 Nonconforming Uses for market-based parking, BMC 20.54.080 Nonconforming Landscaping for market-based parking, BMC 20.54.120 New Housing in Nonconforming Buildings to conform with RCW 35.21.990, BMC 20.58.060 Residential Cluster Development for market-based parking, open space alterations, and revisions to lot requirements, Low Density Residential BMC 20.60.040 for market-based parking, BMC 20.70 District Center Core for market-based parking, Medium Density Residential BMC 20.78.040 for market-based parking, BMC 20.79 High Density Residential for market-based parking, BMC 20.82 Neighborhood Business for market-based parking, BMC 20.96 City Utility Land for market-based parking, and BMC 20.97 Watershed for market-based parking.

- Puget Sound Industrial Center-Bremerton (PSIC-B) to implement market-based parking.
- Harrison Heights Subarea Plan (HHSAP) to implement market-based parking.
- Bay Vista Subarea Plan (BVSAP) to implement market-based parking.
- East Park Subarea Plan (EPSAP) to implement market-based parking.

2. Procedural History

Proposed amendments were noted in the April 7, 2025 2024 Comprehensive Plan Update Final Environmental Impact Statement (FEIS). Notification of the FEIS, and availability of Final Draft Documents for the Comprehensive Plan, was sent at that time to agencies, affected tribes, and other interested parties. Feedback for proposed development regulations was sought concurrently with the comprehensive planning process:

- **2.1 Planning Commission Workshop: Draft Downtown Subarea Plan and Parking Standards – February 26, 2024**
- **2.2 Planning Commission Workshop: Draft Downtown Subarea Plan – July 15, 2024**
- **2.3 Planning Commission Workshop: Land Use and Housing Appendices, and Downtown Subarea Plan, Alternative Parking Standards – September 16, 2024**
- **2.4 Draft Environmental Impact Statement issued October 18, 2024** Public comment period through December 2, 2024
- **2.5 Planning Commission Workshop: Draft Environmental Impact Statement – October 21, 2024**
- **2.6 Planning Commission Workshop: Transportation Element/Draft Active Transportation Plan & Zoning Code Amendments – January 27, 2025**
- **2.7 Planning Commission Workshop: Off-Street Parking – February 24, 2025**
- **2.8 Planning Commission New Business items, April 21, 2025**
- **2.9 Department of Commerce review submittal, May 12, 2025**
- **2.10 Planning Commission Public Hearing: Development Regulations Recommendation – May 19, 2025.** Planning Commission made recommendation to City Council for adoption.

3. Public Comment

Public comment was received throughout the duration of the Comprehensive Plan Update. Comments were received in various formats including letters, e-mails, survey responses, postcard, and public testimony at workshops and hearings. The Planning Commission considered all public comment provided. The Department of Community Development has maintained a written comment matrix with Staff response throughout the project and has maintained an Interested Parties list that was used for public notification. See Public Participation Appendix, Comprehensive Plan Section 8.7, for more detail.

4. SEPA Determination

As the City is updating the current (2016) Comprehensive Plan and associated currently adopted development regulations, much of the environmental review will continue to be applicable, however additional review needed to be conducted to address the minor changes. The City provided a Determination of Significance and Scoping Notice for an Environmental Impact Statement (EIS) on December 28, 2022. The public comment period for scoping comments expired on January 27, 2023. A Draft EIS (DEIS) was issued October 18, 2024 with the public comment deadline of December 2, 2024. The Notice of Availability for the Final Environmental Impact Statement (FEIS) was issued on April 7, 2025.

5. Consistency

Text amendments to Title 20 shall meet the decision criteria outlined in BMC 20.18.020(d). The Planning Commission may recommend a decision, and the City Council may adopt or adopt with modifications, amendments to Title 20 if the following criteria are met:

5.1 The amendments are consistent with the goals and policies of the Comprehensive Plan:

Analysis: The proposed amendments continue to uphold the objectives and goals of the Comprehensive Plan, and implement the following policies:

- Housing Element, Policy H2(A).
  Support the private sector's efforts to provide a full range of housing options to meet the needs of all ages and demographics.
- Housing Element, Policy H3(A).
  Provide opportunities for the production of new housing for all incomes, ages, and family types through infill by stimulating growth of non-traditional housing types such as townhomes, carriage units, accessory dwelling units, and duplexes in locations where they will seamlessly infill into the fabric of the existing neighborhoods.
- Housing Element, Policy H4(F).
  Promote increased housing density to provide a broader customer base for more affordable public services including utilities.
- Land Use Element, Policy LU1(B).
  Coordinate Bremerton's growth consistent with the Kitsap Countywide Planning Policies and the Puget Sound Regional Council's Vision 2040, and state requirements.
- Land Use Element, Policy LU3(I).
  Promote infill and concurrent infrastructure improvements in areas that are already developed in order to preserve rural areas, open spaces, and ecological functioning lands within the City.

III. CONCLUSIONS & RECOMMENDATION

The Planning Commission concludes that the proposed amendments to the Bremerton Municipal Code Title 20 Land Use Chapter meets the requirements in BMC 20.18.020(d) text amendments, and therefore recommends to the City Council the adoption of amendments to Title 20 and various Subarea Plans, following adoption of the 2024 Comprehensive Plan major update.

Respectfully submitted by:

Andrea L Spencer, AICP
Executive Secretary

Approved by:

FOR

Nick Wofford, Chair
Planning Commission

20.12.175 BOUNDARY LINE ADJUSTMENTS.

(a) Purpose. The purpose of this section is to provide ~~procedures and criteria~~ for the review and approval of adjustments to boundary lines of existing lots of record which do ~~legal lots or tracts in order to rectify defects in legal descriptions, to allow the enlargement of lots to improve or qualify as a building site, to achieve increased setbacks from property lines or sensitive areas, to correct situations wherein an established use is located across a lot line, or for other similar purposes. A boundary line adjustment shall not be used to subdivide land, i.e., it shall~~ not create any new or additional lot, tract or parcel, consistent with the provisions of RCW 58.17.040, RCW 58.04.007 and WAC 458-61A ~~The boundary line adjustment is not for the purpose of avoiding public improvement requirements that would be associated with a replat or other new land division approval~~.

(b) Procedure.

(1) A request for a boundary line adjustment is processed as a Type I Director's decision pursuant to Chapter ~~20.02 BMC.~~

~~(2) Boundary line adjustments may also be accomplished as part of a plat or short plat.~~

~~(3) At the Director's discretion, a site plan review or separate permit may be required prior to the submittal of a BLA or concurrently with the BLA permit.~~

(c) Application Submittal Requirements. ~~An applicant shall submit a complete boundary line adjustment application to the City.~~ The following shall constitute ~~accompany~~ a complete application for the purposes of this chapter:

(1) A Boundary Line Adjustment Application form. The signatures of all affected property owners, or their authorized representatives, are required on the application indicating consent to apply for the proposal. ~~Evidence of ownership or authorization from the property owner to apply.~~

(2) A scaled site plan of both the existing and proposed property line configuration that contains the following:

~~(i) A vicinity map that clearly marks the site in relation to the nearest major streets, roads, and waterways in the area;~~

(i~~i~~) A map ~~at a scale of not less than one (1) inch to fifty (50) feet~~ which depicts the ~~existing~~ proposed property configuration, including all lot line~~s,~~ dimensions, ~~and lot area~~ existing roads, easements, and structures within 10-feet of any proposed property line~~, with the distance between structures and the existing and proposed boundary lines~~.

~~(iii) The location and dimensions of all structures/improvements existing upon the affected lots and the distance between such structures/improvements and the existing and proposed boundary lines.~~

~~(iv) The location and dimensions of any easements within or adjacent to the affected lot(s).~~

(ii~~v~~) The location, dimensions and names of all existing or platted street rights-of-way, whether public or private, within or adjacent to the affected lots.

(iii~~vi~~) The location of all existing and proposed water, sewer and storm drainage facilities, on-site wastewater disposal systems, drainfields, and wells.

(iv~~ii~~) The location of access to all affected lots.

(v~~iii~~) A north arrow and bar scale.

(3) A vicinity map that clearly marks the site in relation to the nearest major streets, roads, and waterways in the area.

(~~3~~4) The original legal descriptions of all affected properties, together with new separate legal descriptions for each parcel resulting from the adjustment.

(~~4~~5) All drawings and legal descriptions are required to be prepared, stamped and dated by a licensed land surveyor as set forth in BMC 20.12.070. The surveyor shall confirm the following:

(i) That the boundary line adjustment does not violate any covenants, conditions and restrictions (CCRs), deed restrictions, common spaces, easements, or development agreements pertaining to the affected properties; and

(ii) All persons with interest in the properties are represented in the request.

(~~5~~6) A title report prepared not more than sixty (60) calendar days prior to application submittal and prepared by a title company licensed in the State of Washington, may be required.

(~~6~~7) If an existing on-site sewage (septic tank) disposal system and/or well will continue to be used on an affected property after the boundary line adjustment, and/or if a new on-site sewage disposal system or well is proposed for an affected property where City code does not require connection to the City's municipal sewer and/or water system, the applicant shall provide written verification from the Kitsap Public Health District that the proposed lot is adequate to accommodate an on-site sewage disposal system and/or well.

(d) Decision Criteria. The following criteria shall be used to review and approve boundary line adjustments:

(1) The boundary line adjustment shall not result in the creation of any additional lot, tract, parcel, site, or division.

(2) The boundary line adjustment shall not be approved if it avoids public improvement requirements, such as utility or right-of-way improvements, that would be associated with a land division approval.

~~(3) The lots or parcels resulting after the boundary line adjustment shall meet all dimensional requirements specified for the applicable zone as set forth in this title, and other applicable regulations.~~

~~(4) No lot, use, or structure is made nonconforming or more nonconforming than that which existed at the time of application and is subject to the provisions of Chapter 20.54 BMC.~~

(3) The lots or parcels resulting from the boundary line adjustment shall be in conformance with all dimensional requirements specified for the applicable zone, or similar regulations.

(i) In the case of minor property line corrections, the Director may grant relief from dimensional requirements specified by the applicable zone, if the alteration is the minimum necessary to allow the subject property the same general rights enjoyed by other property in the same area and zone; and the applicant demonstrates that other solutions or design options have been evaluated and rejected.

(~~5~~4) Will not diminish or impair existing or future drainage, water supply, sanitary sewage disposal (including on-site sewage disposal) or legal.

(~~6~~5) Shall not be reconfigured or adjusted which would render access for vehicles, utilities, fire protection, or existing easements impractical to serve their purpose or to allow maintenance/access.

(i) When an adjustment of boundary lines requires a modification of access, those modifications shall be approved by the City Engineer through a separate permit.

(~~7~~6) Shall not violate or be inconsistent with any conditions of approval for a previously filed land use action, subdivision, short plat, or binding site plan deemed relevant by the Director.

(~~8~~7) Shall not result in a lot having more than one land use designation and/or zoning; or result in being bisected by any special overlay.

(~~9~~8) Shall not result in a lot, or lots, not wholly located within the City limits.

(~~10~~9) Shall not involve lots that do not have a common boundary.

(~~11~~10) Shall not result in a lot which would be so constrained by topography, critical areas or buffers, unusual shape, or other site conditions that a reasonable building site cannot be obtained except through a variance, reasonable use exemption from a critical areas permit, or other special exemption from the City's zoning, land use or critical area regulations.

(~~12~~11) Shall not affect the boundaries of any lot, tract, parcel or division that is the subject of a current, unresolved City code enforcement action, code violation notice, or stop work notice; except as provided under circumstances where the Director, Hearing Examiner or judge deems a boundary line adjustment provides an appropriate resolution.

(~~13~~12) Any adjustment of boundary lines must be approved by the Department prior to the transfer of property ownership between adjacent legal lots.

~~(14) When an adjustment of boundary lines requires a modification of access, those modifications shall be approved by the City Engineer through a separate permit. Any adjusted lot shall contain no more than six (6) separate lot lines, which are straight lines except when an irregular line is caused by an existing right-of-way or existing lot line.~~

(e) Final Approval and Recording.

(1) Prior to recording, the applicant shall submit boundary line adjustment ~~drawing(s)~~ documents for approval by the City. All drawings and legal descriptions are required to be prepared, stamped and dated by a licensed land surveyor as set forth in BMC 20.12.070. The City will provide a decision in writing, to be provided to the Kitsap County Auditor's office. The following documents are required:

(i) Declaration of Boundary Line Adjustment. This document shall provide the grantor, grantee, existing legal description(s), resulting legal description(s), and all assessor tax account numbers. Declaration of Boundary Line Adjustment shall include Kitsap County Auditor reference file to record-of-survey, and Kitsap County Auditor reference file to applicable deed of conveyance.

(ii) Record of Survey. Graphical depiction of the boundary line adjustment consistent with requirements of BMC 20.12.175(c)(2). Record of survey shall include Kitsap County Auditor reference file to Declaration of Boundary Line Adjustment, and Kitsap County Auditor reference file to applicable Deed of Conveyance.

(iii) Deed of Conveyance. For boundary line adjustments that involve multiply property owners, a Deed of Conveyance is required. Deed of Conveyance shall include Kitsap County Auditor reference file to Declaration of Boundary Line Adjustment, and Kitsap County Auditor reference file to Record of Survey.

~~(2) Prior to final approval, documentation authorizing the transfer of property ownership shall be placed on the original boundary line map along with the legal descriptions of those portions of land being transferred when lots are under separate ownership. Lot lines within lots under the same ownership will be adjusted upon the recording of the boundary line adjustment.~~

(~~3~~2) A boundary line adjustment does not become effective until all documents are recorded with the Kitsap County Auditor. The boundary line adjustment shall be recorded within one hundred eighty (180) days of the notice of decision date or be null and void. The applicant shall be responsible for submitting all final documents for recording. The applicant shall provide the City the Auditor file number within seven (7) days of recording, and a copy of the recorded boundary line adjustment within thirty (30) days of recording. (Ord. 5422 §3, 2021)

20.46.010 ACCESSORY DWELLING UNITS.

An accessory dwelling unit (ADU) may be permitted anywhere a new or existing single-family dwelling unit (hereafter, "principal unit") is allowed. Accessory dwelling units are exempt from the density requirements of the underlying zone and shall be subject to the following requirements:

(a) An ADU shall comply with the development standards of the underlying zone for the principal unit including setbacks, height, and lot coverage or BMC 20.44.060, accessory structures setbacks for detached ADUs.

(b) An ADU may be attached or detached from the principal unit.

(c) Two (2) ADUs may be created per lot. The lot shall only contain one (1) single-family dwelling unit and a maximum of two (2) ADUs.

(d) Manufactured homes may be allowed as an accessory dwelling unit provided it complies with the design criteria of ADUs and must comply with BMC 20.46.040, manufactured home provisions, excluding BMC 20.46.040(a)(2) and (6) regarding size and roof pitch.

(e) The ADU shall be limited to one thousand (1,000) square feet or not more than sixty (60) percent of the principal unit's total habitable floor area, whichever is greater, with the following exception:

(1) To encourage the compact infill development and use of existing single-family homes, if a residence that was constructed or remodeled prior to December 31, 2020, is proposed to be divided into a principal unit and an ADU, the Director may allow equal square footage for the principal unit and the ADU if the ADU is located completely on a single floor of the existing residence. This does not apply to detached ADUs.

(f) Any ADU shall be designed so that the appearance of the building remains that of a single-family residence and should architecturally blend into the existing neighborhoods through careful design. The exterior of an ADU shall have siding and roofing which in color, material and appearance are comparable to the predominant materials of the primary dwelling unit and/or characteristics of the neighborhood.

(g) ~~One ADU is not required to provide an additional off-street parking space. The second ADU shall provide one (1) off-street parking space in addition to that which is required for the principal unit.~~ The site must comply with Chapter 20.48 BMC Off-street Parking Requirements.~~, specifically that the required parking spaces for the principal unit shall be provided and that all driveways and areas used for loading, parking, and maneuvering vehicles on the parcel shall have a paved surface.~~

(h) When development of an ADU is for people with disabilities, the Director may allow reasonable deviation from the stated requirements to install features that facilitate accessibility such as those required by the International Building Code.

(i) An ADU shall be required to be served by City water and sewer or an approved septic system.

(j) The property owner, which shall include titleholders and contract purchasers, must abide by the following:

(1) International Property Maintenance Code Chapter 3, Section 302, concerning exterior property areas, as adopted at BMC 17.04.020(f), except those not adopted as enumerated in BMC 17.04.110, or as hereby amended; and

(2) All applicable provisions in BMC Title 6 regarding health and sanitation including maintaining nuisance vegetation, proper garbage and refuse containment, and maintaining the buildings to not qualify as an unfit dwelling, building, structure and/or premises.

(k) Conversion of Existing Detached Structures. To encourage the compact infill development of existing structures throughout the City, a detached ADU that does not comply with certain development standards of this chapter may be permitted provided the requirements of this section are met. The following shall apply to all development seeking to utilize this provision:

(1) The structure must have been constructed prior to December 31, 2020. The structure must either have received a City or County permit, not needed a permit at the time of construction, or be recognized as a structure per the Kitsap County Assessor records.

(2) The structure must meet, either currently or through permitted remodeling, the requirements of the building (BMC Title 17) and fire (BMC Title 18) code for habitable structures.

(3) The conversion of an existing structure to an ADU, with no expansions, may be exempt from:

(i) Compliance with the development standards for setbacks, height, and lot coverage of the underlying zone.

(ii) Compliance with the ADU provisions of this section related to size and design, except as provided at subsection (k)(4) of this section.

(4) An existing structure may be enlarged or extended, provided the following provisions are met:

(i) The enlargements do not violate underlying zone requirements. Structures that do not conform to the setback requirements may expand up to twenty (20) percent of the gross floor area, and to the building line, provided these enlargements do not further violate setback requirements.

(ii) The enlargements do not cause the entire structure to exceed the ADU size requirements of subsection (e) of this section.

(iii) Any altered or new facades shall have siding and roofing which in color, material, and appearance match or complement the predominant materials of the existing structure.

(5) A conversion of the structure to an ADU will not be approved if it conflicts with the City's plans, Capital Improvement Plan or other capital projects related to nearby expansion of utilities or infrastructure including the need for additional right-of-way. (Ord. 5416 §3, 2021; Ord. 5410 §3, 2020; Ord. 5330 §3, 2017: Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5008 §4, 2007: Ord. 4950 §8 (Exh. A) (part), 2005)

20.46.030 HOME OCCUPATIONS.

Home occupations are permitted in a residential dwelling unit subject to the following limitations:

(a) The business shall clearly be subordinate to the use of the dwelling unit for residential purposes.

(b) The business shall be wholly situated indoors.

(c) No person shall be employed in the home occupation unless a resident of the dwelling unit.

(d) There shall be no exterior display, storage or other exterior indication of the existence of the home occupation, except as allowed by the underlying zone.

~~(e) One (1) additional off-street parking space shall be provided in addition to the number of off-street parking spaces already required for the dwelling. The Director may waive this requirement if the home occupation involves internet services that do not require customers or deliveries at the residence.~~

(e~~f~~) Any sales of product shall be limited to those produced on the premises, except products produced elsewhere may be allowed, provided the business is primarily involved in the product's distribution and does not attract buyers to the property for retail or wholesale sales.

(fg) Sales and services to patrons shall be arranged through appointment so that only one (1) patron vehicle is on the premises at any given time.

(gh) Not more than fifty (50) percent of the gross floor area of the dwelling may be devoted to the home occupation use.

(hi) The garage shall not be used in the business unless the required off-street and customer parking can be adequately accommodated elsewhere on the site.

(ij) An independent taxi driver may operate as a home occupation; provided, that the business has only one (1) single driver and one (1) taxi vehicle.

(jk) Automotive painting, body, and engine repair, small engine repair services and any activity likely to produce excessive noise are prohibited as home occupations.

(kl) The home occupation business must acquire and maintain a general business license issued under Chapter 5.02 BMC.

(lm) Persons engaged in legal home occupations on the effective date of the ordinance codified in this chapter shall be considered legal, provided the operation is consistent with all of the above-listed performance standards. Any home occupation which was legally established but does not currently conform to all those standards may not expand or enlarge and shall terminate that use upon:

(1) Change of use or ownership of the property; or

(2) Written complaint of adjacent or nearby property owners after due notice and hearing is provided and if the Director determines that the home occupation is interfering with the use and enjoyment of the neighboring premises and is not compatible with the residential environment in which it is located. (Ord. 5421 §10, 2021; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

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 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~~.

(23) The new use does not generate noise that exceeds City standards for residential zones.

(34) 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.

(45) 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) Foster homes;
(2) Day care facilities;
(3) Group residential facilities, Class I (assisted living);
(4) Youth, teen, senior, or community centers;
(5) Medical and dental clinic and related services (not hospitals);
(6) Religious worship facilities;
(7) Libraries;
(8) Museums and art galleries;
(9) Consultants (architectural, engineering, planning, design and similar);
(10) Computer assistance and training (but not repair);
(11) Office/business assistance services, call centers, and general offices;
(12) Social services/facilities;
(13) Welfare and charitable services/facilities;
(14) Public services;
(15) Hotels and lodging places;
(16) General retail; and
(17) Restaurants. (Ord. 5508 §6, 2025; Ord. 5506 §4, 2024; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4971 §7, 2006: Ord. 4950 §8 (Exh. A) (part), 2005)

20.46.090 TEMPORARY ENCAMPMENT PERMIT.

(a) Intent. The City of Bremerton desires to establish reasonable development standards for sponsors of outdoor temporary encampments. These facilities do not represent a permanent solution to homelessness but rather can provide vitally needed shelter and a first step to more permanent forms of housing. This section provides an equitable process, with reasonable conditions and an associated permit, to meet the need for temporary shelter for local homeless persons while ensuring public health, safety and welfare. Consistent with BMC 20.40.110, RCW 35.21.915 supersedes any standards found to be in conflict with this section.

(b) Definitions.

(1) "Applicant" shall mean a group or individual(s) that host, sponsor and/or manage a temporary encampment.
(2) "Property owner" shall mean the owner of the property or legal representative of the real property proposed for use as a temporary encampment.
(3) "Shelter(s)" shall mean tents, sheds, huts, cabins, tiny homes, trailers or other enclosures which are not permanently attached to the ground, may be easily erected and dismantled, and are intended for temporary occupancy.
(4) "Temporary encampment(s)" shall mean an area of a parcel(s) that hosts shelters, security, and other facilities, for housing the homeless for humanitarian purposes. Temporary encampment facilities that are established for this use shall be easily erected and dismantled and shall only be temporary.

(5) "Temporary" shall mean, for the purposes of this section, one hundred eighty-three (183) days.

(c) Siting Criteria. A temporary encampment may be placed on a property in the City that complies with the following:

(1) Location. Temporary encampments can be permitted in all zoning districts.

(2) Site Size and Encampment Size Requirements.

(i) Site Size. The minimum site size shall be one (1) acre. The one (1) acre site can include one (1) or more contiguous parcels but in no case may the parcels be separated by a right-of-way (streets, alleyways, etc.), critical area, or other means. All property owners shall jointly apply for the temporary encampment permit and shall be equally responsible for compliance with all conditions of the permit.

(ii) Encampment Size. The area of the parcel(s) dedicated to the encampment must equal one hundred fifty (150) square feet or more for each resident (not including the required setback area). This size requirement is to ensure that there is sufficient land area to support the activities of the temporary encampment without overcrowding of occupants, degradation of vegetation, eroding soils or otherwise overtaxing the land.

(3) Perimeter Setback. A temporary encampment shall be set back no less than twenty (20) feet from all exterior boundary lines, with an additional twenty (20) foot setback when adjacent to residential uses (for a total of forty (40) foot setback when adjacent to a residential use). This setback is intended to ensure all activities of the temporary encampment are set back from adjacent properties a sufficient distance so as not to impinge upon or otherwise unduly influence activities on said adjacent properties. The required exterior setback may be reduced or waived if the owners of such adjacent property consent in writing to support a reduction or waiver of such setback.

(4) Screening of Activities. All activities (shelters, the temporary encampment shall be obscured from view from adjacent properties and public right-of-way to the maximum extent feasible. This can be accomplished by a minimum six (6) foot high sight-obscuring temporary fence, existing dense vegetation, an existing topographic difference, distance from exterior property lines, or other means.

(5) Critical Areas. A temporary encampment may not be located within critical areas or their associated buffers. All proposed temporary encampments shall comply with the City's critical areas regulations as set forth in Chapter 20.14 BMC and the Shoreline Master Program.

(6) Limit of Encampments. No more than one (1) temporary encampment shall be permitted and operating at any one time in the City, or as otherwise allowed per RCW 35.21.915.

(d) Preapplication Work. Prior to application submittal, the applicant and property owners must address community and neighborhood impacts from the proposed temporary encampment by developing the following:

(1) Impact Mitigation Plan. The applicant shall identify potential adverse effects of the proposed temporary encampment on neighboring properties and the community and shall develop measures to mitigate such effects. The applicant shall develop a temporary encampment impact mitigation plan. The plan shall contain a narrative and drawing(s) that describe the measures the applicant will use to mitigate the effects of the temporary encampment. At a minimum, the plan shall specifically describe the measures that will be implemented to satisfy the approval criteria provided in this section. The impact mitigation plan shall be updated to address the comments and suggestions received at the required neighborhood meeting and review as identified in subsections (d)(3) and (4) of this section (discussions with police, fire, school, childcare, and health district). The implementation and enforcement of the plan shall be a condition of permit approval.

(2) Security Management Plan. The applicant shall develop a plan demonstrating security measures, site specific or otherwise, necessary to ensure the safety of the residents of the temporary encampment and the public. At a minimum, the plan shall specify the following:

(i) The person or entity responsible for providing security;

(ii) The type of security to be used, e.g., private security firm, volunteers, or other means; and

(iii) Recommendations and/or requirements provided by the Police Department.

(3) Discussions with Police, Schools, and Child Care Services. A representative of the applicant or property owner shall meet and confer with the following entities regarding the proposal and any proposed security measures for the temporary encampment: (i) the Bremerton Police Department; (ii) the administration of any public or private preschool, elementary, middle, junior high, or high school if within five hundred (500) feet of the boundaries of the proposed site; and (iii) the operators of any properly licensed child care service(s) within five hundred (500) feet of the boundaries of the proposed site.

(4) Discussions with Kitsap Public Health District. A representative of the applicant or property owner shall meet and confer with the Kitsap Public Health District regarding the proposal and the proposed plan for providing adequate drinking water, solid waste management, and the waste management (trash removal) plan for the temporary encampment.

(5) Parking Plan. The applicant shall develop a parking plan. The parking plan shall address the following:

~~(i) Adequate parking for the temporary encampment shall be provided so as not to reduce parking utilized by existing site uses;~~

~~(ii) The temporary encampment shall not displace the site's parking lot in such a way that the site no longer meets the minimum or required parking of the principal use as required by code or previous approvals;~~

~~(iii) An alternative parking plan may be approved by the Director if the parking plan can demonstrate how the existing use on the site and the encampment can provide off-site parking sufficient to have no off-site impact to the surrounding neighborhoods. This alternative parking plan will be not valid after the expiration of the temporary encampment;~~

(i~~iv~~) Parking vehicles shall only be allowed in existing approved parking areas and shall not be located in unapproved areas such as the grass or field; and

(ii~~v~~) A temporary encampment permit cannot permit new site development such as paving, gravel laydown, and structure installation. This work requires a separate process through the approval of a site development permit as outlined in BMC 20.58.090.

(e) Neighborhood Meeting. The applicant shall conduct a neighborhood meeting to inform nearby residents and the public about the proposed temporary encampment prior to submittal of an application. The following process shall be used:

(1) Notification. The applicant shall provide notice of the neighborhood meeting by mail, first class and postage prepaid, to all owners of property within five hundred (500) feet of the lot(s) containing the proposed temporary encampment, provided such area shall be expanded as necessary to send mailed notices to at least twenty (20) different property owners. The notice of the neighborhood meeting shall be mailed at least fifteen (15) days prior to the neighborhood meeting.

(2) Neighborhood Meeting. At the neighborhood meeting, a representative of the applicant or property owner shall present in writing and verbally the proposed temporary encampment location, timing, site plan, code of conduct, impact mitigation plan, accommodations concerns, and a security management plan. The presentation shall also include copies of all previously submitted comments received on the proposed temporary encampment, including comments from the Bremerton Police Department, school(s), and child care services. Copies of the agenda and the other specified comments and materials shall be provided by the applicant at the meeting. The meeting shall be conducted on the proposed temporary encampment site whenever feasible; this meeting shall be held in a location that is ADA (Americans with Disabilities) accessible.

(f) Performance Criteria. Temporary encampments shall be operated in such a manner as to ensure the health and safety of occupants of the encampment and surrounding properties. Accordingly, all temporary encampments shall comply with the list below. Demonstration of compliance with this section is a requirement of the temporary encampment permit. Any proposed mitigation or actions from this section shall be identified in the impact mitigation plan.

(1) Health Regulations. All applicable City, county and state regulations pertaining to public health shall be met.

(2) Fire Safety. Inspections of the site by the City for fire safety purposes may be conducted at any time and without prior notice. Adequate access, as

determined by the Fire Marshal, shall be maintained within and around the temporary encampment at all times to ensure that emergency vehicles can ingress/egress the site.

(3) Building Code Inspections. Inspections of the temporary encampment by the City to ensure the public health and safety may be conducted at any time and without prior notice.

(4) Drinking Water and Solid Waste. An adequate supply of potable water and adequate toilet facilities shall be available on site at all times. All City, county and state regulations pertaining to drinking water connections and solid waste disposal shall be met.

(5) Trash. Adequate facilities for dealing with trash shall be provided on site. A regular trash patrol or other method of regular maintenance in the immediate vicinity of the site shall be provided.

(6) Noise. Any temporary encampment shall comply with City noise regulations as set forth in Chapter 6.32 BMC.

(7) Light and Glare. Any temporary encampment shall comply with City light and glare regulations as set forth in BMC 20.44.110.

(8) Security. Any temporary encampment shall provide all required legal access to public areas of the site by the City of Bremerton Police Department and any other relevant law enforcement agency at all times.

(9) Codes of Conduct. The applicant shall enforce a written code of conduct which mitigates impacts to neighbors and the community. Said code shall be incorporated into the conditions of approval. The code shall contain the following as a minimum:

(i) Prohibit possession or use of firearms and/or illegal drugs;
(ii) No violence;
(iii) No open flames;
(iv) No loitering in the surrounding neighborhood; and
(v) Quiet hours (at a minimum between the hours of 10:00 p.m. and 7:00 a.m.).

(g) Process and Permit. Notwithstanding any other provision in the Bremerton Municipal Code, the following procedures shall apply in accepting, noticing, reviewing, and otherwise processing temporary encampment permit applications. A City-issued temporary encampment permit is required prior to the commencement of such a use.

(1) A temporary encampment permit is a Type I action and shall be processed accordingly, as set forth in Chapter 20.02 BMC, Project Permits. The prospective temporary encampment applicant and property owner(s) shall jointly apply for the temporary encampment permit and shall be equally responsible for compliance with all conditions of the permit. A complete application for a temporary encampment permit shall be submitted a minimum of thirty (30) days prior to the anticipated start of the encampment.

(2) The following documentation is required for a complete application:

(i) Application;
(ii) The date that the temporary encampments will commence;
(iii) The maximum duration requested of said temporary encampment;

(iv) The number of residents to be accommodated on the site;
(v) The host location;
(vi) The names of the managing agency and host, with contact information;
(vii) Impact mitigation plan;
(viii) Security management plan;
(ix) Code of conduct;
(x) Documentation of Actions Taken Prior to Application Submittal. This document shall include a summary of the neighborhood meeting, including who was notified of the meeting (mailing list and map of mailed property owners), who attended the meeting, summary of the items discussed at the neighborhood meeting, and summary of discussion and any request for mitigations of the temporary encampment from the health district, police, fire, school district(s) and child care services;
(xi) Vicinity map including buildings and uses on properties surrounding the proposed temporary encampment, and the distance the proposed accommodations would be set back from the property lines; and
(xii) Site plan showing at least the following:
(A) Existing buildings and parking and vehicle maneuvering area;
(B) Location of where encampment will be located including overall dimensions;
(C) Location of on-site parking for primary use of the site and number of vehicles associated with the encampment (parking plan); and
(D) Access routes for emergency vehicles.
(xiii) Encampment layout showing at least the following:
(A) Layout of all encampment facilities, including, but not limited to, food and security facilities, arrangement of shelters, etc.;
(B) Method and location of potable water;
(C) Method and location of waste receptacles;
(D) Method and location of required screening; and
(E) Location of required sanitary stations including toilets and hand washing facility; and
(xiv) Application fee.

(3) Decisions May Be Appealed. Appeals of a Type I decision shall be heard and decided by the Hearing Examiner in accordance with the procedures set forth in BMC 20.02.140.

(4) Emergencies. The Director may waive the requirements of this section when a natural or manmade disaster necessitates the immediate establishment of temporary encampments.

(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 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.

(2) Restoration of Site. Upon cessation of the temporary encampment, the site shall be restored, as near as possible, to its original condition. The applicant shall replant areas in which vegetation had been removed or destroyed.

(i) Revocation and Indemnification.

(1) Failure to Comply. If a temporary encampment permit has been issued, and the Director determines that the applicant has violated any condition of that permit, the Director shall issue a notice of violation and require compliance in accordance with the procedures set forth in Chapter 1.04 BMC, Code Enforcement. The City may revoke a temporary encampment permit for any violation of this section or the temporary encampment permit where such a violation is:

(i) Not cured following notice from the City and an opportunity to cure such violations;

(ii) Intentionally or knowingly committed by the applicant or property owner; or

(iii) So severe as to substantially threaten public health and safety.

(2) Upon revocation of the temporary encampment permit, all residents of the encampment must vacate the premises within seventy-two (72) hours of revocation. The applicant or property owner shall be required to remove all physical evidence of the use and to restore or replant any required vegetation within one (1) week of revocation. 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 seventy-two (72) hours.

(3) Indemnification. The applicant, except for religious facilities per RCW 35.21.915, shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits of any nature, including attorney fees, due to the acts or omissions of the applicant in connection with the operation of the temporary encampment.

(4) Liability Insurance. Except for religious facilities, the applicant shall procure and maintain in full force, through the duration of the temporary encampment, comprehensive general liability insurance with a minimum coverage of one million dollars ($1,000,000) per occurrence/aggregate for personal injury and property damage. (Ord. 5506 §6, 2024; Ord. 5494 §3, 2024; Ord. 5393 § 3, 2019)

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.~~

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

(ii~~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.

(iii~~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. (Ord. 5506 §8, 2024)

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~~

(3~~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. (Ord. 5506 §9, 2024)

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;~~

(3~~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;

(4~~5~~) Attached or detached structure types are permitted and dwelling units may be owned by individuals or occupied as rentals;

(5~~6~~) Access to alternative transportation such as public transit or on-site shuttle services to access daily goods or services shall be provided; and

(6~~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. (Ord. 5506 §10, 2024)

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 comply with BMC 20.48. ~~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. (Ord. 5506 §11, 2024)

20.46.220 FAMILY DAY CARE PROVIDER.

Consistent with RCW 36.70A.450, a Family Day Care Provider is a permitted use in all residential and mixed use zones. A Family Day Care Provider means a child care provider who regularly provides early childhood education and early learning services for not more than 12 children at any given time in the provider's home in the family living quarters except as provided in RCW 43.216.692. A Family Day Care Provider shall be processed as a Type I Permit. A Family Day Care Provider shall meet the following criteria:

(a) Conforms with all applicable landscaping, development, design, and signage standards of the underlying zone;

(b) Is certified by the Department of Children, Youth, and Families licensor as providing a safe passenger loading area;

(c) Evidence is submitted demonstrating that written notification has been provided to immediately adjoining property owners, stating the intent to locate and maintain such a facility.

20.46.220 CO-LIVING HOUSING.

Co-living housing is a residential development with sleeping units that are independently rented and provide living and sleeping space, in which residents share kitchen facilities with residents of other units in the building. Co-living Housing shall be processed as a Type I Permit. Consistent with RCW 36.70A, Co-living Housing shall meet the following criteria:

(a) Use. Co-living Housing meeting the following criteria shall be considered a permitted use:
  (1) Lot Size. The maximum density of the underlying zone allows at least six multifamily residential units;
  (2) Zone. The site is located in a residential or mixed-use zone;

(b) Conforms with all applicable landscaping, development, design, and signage standards of the underlying zone;

(c) Developed Density. Density requirements of the underlying zone shall apply, except that a sleeping unit in co-living housing shall count as one-quarter of a dwelling unit. This is a separate calculation than that used to determine a permitted use per BMC 20.46.220(a).

20.46.230 NEIGHBORHOOD-SCALE COMMERCIAL.

This code section relates to allowing small business establishments in residential zones. Neighborhood-Scale Commercial shall be processed as a Type II Permit. In all residential zones, Neighborhood-Scale Commercial may be permitted when conforming to the following criteria:

(a) Use. The following uses are permitted per this section.
  (1) Restaurant
  (2) Drinking Place, only when also offering food
  (3) Market/grocery store, only when limited to sale of food, beverages, and household items.
  (4) Personal services

(b) Zone. Conforms with all applicable development, design, and signage standards of the underlying zone;

(c) Size. Area of the commercial use shall not exceed the following:
  (1) 1,200 square feet of new construction.
  (2) 2,500 square feet for existing buildings.
  (3) Size limitations of this section do not apply to the High Density Residential zone or Adaptive Reuse Of Commercial Buildings per BMC 20.46.070.

(d) Landscaping. Landscaping is provided consistent with the underlying zone and BMC 20.50.050.

(e) Access. Site shall front on a public right-of-way and not be located on a dead-end street or cul-de-sac.

20.48.010 INTENT.

~~The intent of this chapter is to require off-street parking and loading facilities in proportion to the parking and loading demand of land uses while minimizing the amount of impervious surface~~

~~where possible.~~ The purpose of ~~the regulations and design standards are~~ this chapter is to ensure the usefulness of parking and loading facilities, to protect the public safety, to mitigate adverse land use impacts and to protect the visual, water and air quality of the community. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.020 APPLICABILITY.

(a) General. The provisions of this chapter shall be applied at the time of erection of any building or structure, or at the time any principal building or structure is enlarged or increased in capacity unless provided for otherwise by law. Off-street parking refers to any parking, loading, motorcycle, bicycle, or other required by this chapter. This chapter shall be used in conjunction with specific off-street parking requirements set forth in this title. In cases of conflict, the most stringent requirement shall apply.

(b) Remodeled, Improved, or a Change of Use. When an existing structure is remodeled, improved, or a change of use or tenancy occurs on a legally established site, it shall be exempt from ~~providing additional off-street parking~~ conformance with this chapter; provided, that:

(1) The structure is not enlarged, extended, or structurally altered outside the existing building envelope in a manner that would require additional parking pursuant to this chapter. In the case of a structure expanding, the number of additional spaces shall be computed only to the extent of the enlargement, regardless of whether or not the number of previous existing spaces satisfies the requirements of this chapter.

(2) ~~In residential structures, a~~Alterations do not increase the number of dwelling units.

(3) Re-striping of existing parking may be required as a condition of permit approval. ~~The number of off street parking spaces is not decreased, except in cases where the resulting decrease in parking conforms to the minimum number required by this chapter.~~

~~(4) This does not apply to adaptive reuses per BMC 20.46.070.~~

(c) Movement of Building. If a building is moved to a new lot, off-street parking spaces shall be provided in accordance with the requirements of this chapter. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.030 NONCONFORMITIES.

Any use which, on the effective date of the ordinance codified in this chapter or any amendments hereto, is nonconforming in terms of required off-street parking facilities may continue in the same manner as if they were conforming unless any of the provisions set forth in BMC 20.48.020 would apply. When new development occurs, a maximum of six legally established nonconforming gravel surfacing parking spaces shall be permitted to remain in place; new development is not exempt from driveway standards per this Chapter or provisions per BMC 11.12. ~~However, in no case shall nonconforming parking have its existing number of off-street parking spaces reduced.~~ (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.040 GENERAL REQUIREMENTS.

The following requirements are applicable to all zoning districts:

(a) Occupancy. No building or structure shall be approved for occupancy unless adequate off-street parking facilities are provided consistent with the requirements of this chapter.

(b) Availability. All required off-street parking spaces shall be made available and continuously maintained for the parking of residents, customers, patrons and employees of the related land uses and shall not be rented, leased or otherwise assigned to any person or organization not related to the principal or accessory land use.

(c) Plans Required. No building permit shall be issued until the applicant has submitted satisfactory plans to the City showing how the off-street parking ~~and loading~~ facilities required by this chapter will be provided and maintained. Development of a parking lot without a building or other structure does not require a building permit, but does require ~~site plan review~~ a Site Development Permit in accordance with BMC 20.58.0890.

(d) Maintenance. It shall be the responsibility of the property owner to ensure that parking areas and driveways are continually maintained in good condition and free of refuse and debris. All required landscaping shall be kept in a healthy condition and properly maintained.

(e) Nonparking Activities. No business, temporary or permanent display, or other nonparking activity shall occur on any ~~required~~ off-street parking area ~~space~~ unless otherwise approved by the Department of Community Development.

(f) Parking Prohibited. Parking is prohibited on landscaped or other areas not designed and approved for parking.

(g) Unobstructed Access and Circulation.

(1) Unobstructed vehicular access to and from public or private streets shall be provided for all off-street parking spaces. Vehicular access drives shall be designed to ensure the safety of persons using such access or traveling on the public street.

(2) Required parking and all maneuver areas shall remain free of all obstructions.

(3) No parking space may block access to another parking space unless the City has approved a tandem parking design and valet parking with a tenant is made available during hours of operation.

(4) Except for single-family and duplex structures on individual lots, parking spaces shall be designed to prevent the backing of vehicles onto a public right-of-way, or a private street other than an alley.

(h) Shared Driveways. Shared driveways are encouraged for abutting lots whenever practical. Approval shall include easements granting access to all property owners using the shared driveway. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.050 MODIFICATIONS TO PARKING DEVELOPMENT STANDARDS.

The parking development standards included in BMC 20.48.060 and 20.48.080 are base standards. Individual zone chapters may provide additional parking standards, or departures from

these base standards. In cases of conflict, parking development standards in individual zone chapters shall supersede. ~~Further reductions from base parking standards may be allowable per BMC 20.48.100.~~ (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.060 RESIDENTIAL PARKING DEVELOPMENT STANDARDS.

The following provisions apply to off-street parking spaces for all single-family, duplex, and accessory dwelling unit residential development:

(a) Surface. Driveways and areas used for loading, parking and maneuvering motorized vehicles shall have a paved surface.

(b) Gravel Surface Driveway. A gravel surface driveway may be allowed for a single-family residence for that portion of the driveway that is more than one hundred (100) feet from the lot line where access is provided. Any driveway approved for a gravel surface shall include a paved apron in front of the garage automobile door entrance extending a minimum depth of eighteen (18) feet and at least the width of the garage door.

(c) Side Yard Setback. Minimum three (3) feet. When parking is located in an approved driveway, the setback for parking may be reduced to zero (0) feet.

(d) Rear Yard Setback. Minimum three (3) feet. When parking is located in an approved driveway, the setback for parking may be reduced to zero (0) feet.

(e) Alley Setback. Zero (0) feet.

(f) Front Yard Setback. No parking shall be located within the front yard setback area of the zone, except within paved driveways, unless allowed otherwise by law.

(g) Stall Dimensions.

(1) Parking stalls for ~~a single-family dwelling~~ development subject to BMC 20.48.060 shall have a minimum width of eight (8) feet and depth of eighteen (18) feet.

(2) Structures containing ~~Parking facilities for two (2)~~ three (3) or more dwellings shall comply with the design standards prescribed in BMC 20.48.080. ~~These design standards may be modified to allow stacked parking spaces for a residential structure containing up to four (4) dwellings, provided the parking spaces comply with setbacks.~~

(h) Driveways.

(1) A driveway may be located within any setback area for a residential use, provided it complies with all applicable city street and engineering standards established in BMC Title 11.

(2) The driveway shall not be less than eight (8) feet in width and not more than twenty (20) feet in width within the front yard setback. The Director may approve exceptions to the maximum driveway width when necessary for compliance with the Americans with Disabilities Act (ADA) standards.

(i) Required Parking Spaces. Development is exempt from providing automobile off-street parking spaces, except as otherwise required for conformance with the Federal Americans with Disabilities Act (ADA), the State of Washington, and section BMC 20.48.060(i)(1). ~~The number of off-street parking spaces shall be provided in accordance with the use and the following corresponding standards, except as modified per BMC 20.48.050:~~

(1) Single-family homes, located in the Low Density Residential zone shall provide 1 parking spaces per residential unit, except for the following exempted housing types:
(i) Residences under 1,200 square feet;
(ii) Affordable housing as defined per RCW 36.70A.030;
(iii) Senior housing for Eligible Persons as defined per RCW 74.38.020(5);
(iv) A building undergoing a change of use from a nonresidential to a residential use.

~~Type of Use~~	~~Number of Bedrooms~~	~~Minimum Number of Parking Spaces~~
~~(1) ADU~~	~~-~~	~~See BMC 20.46.010~~
~~(2) Single-unit residential~~	~~All~~	~~2.0 per dwelling~~
~~(3) Two-unit residential~~	~~All~~	~~2.0 per dwelling~~
~~(4) Multi-unit residential~~	~~1 or less~~	~~1.5 per dwelling~~
~~(5) Multi-unit residential~~	~~2~~	~~1.75 per dwelling~~
~~(6) Multi-unit residential~~	~~3 or more~~	~~2.0 per dwelling~~
~~(7) Multi-unit residential located within a center~~	~~All~~	~~1.0 per dwelling~~
~~(8) Group residential facility, Class I~~	~~-~~	~~2.0 plus 1.0 for each bedroom beyond the first 4 plus 1.0 for each 300 square feet of gross floor area used for counseling~~
~~- Group residential home~~	~~-~~	
~~- Adult family home~~	~~-~~	
~~(9) Senior housing complex~~	~~3 or more~~	~~1.0 per dwelling, plus access to alternative transportation such as public transit or on-site shuttle services to access daily goods and services shall be provided~~

(Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5118 §2, 2010: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.080 NONRESIDENTIAL PARKING DEVELOPMENT STANDARDS.

The following provisions apply to off-street parking spaces for all nonresidential developments, other uses not addressed per BMC 20.48.060, and parking lots:

(a) Surface. Driveways and areas used for loading, parking and maneuvering motorized vehicles shall have a paved surface.

(b) Side and Rear Yard Setbacks. Parking spaces shall be set back a minimum of five (5) feet from the side and rear lot lines unless adjacent to the low density residential zone in which case a minimum of ten (10) feet of visual screening is required pursuant to

BMC 20.50.050. Projects which are not adjacent to low density residential may reduce setbacks to zero (0) if the following are incorporated into the design of the parking area:

(1) A solid fence or wall is provided; and

(2) Landscaped islands at least forty-five (45) square feet of area are provided in a manner that breaks up parking spaces adjacent to the lot line into groups of not more than six (6) spaces each.

(c) Front Yard Setbacks. Surface ~~P~~parking spaces shall be set back a minimum of ten (10) feet from the front lot line, or the front yard setback depth established in the zone, whichever is greater.

(d) Parking Setbacks in Structures. When parking is incorporated within a structure, the parking shall comply with the setbacks of the zone applicable to the structure.

(e) Stall and Aisle Requirements. Parking facilities for required parking shall meet the minimum stall and aisle dimensions set forth in Figure 20.48(a).

(f) Modifications to Parking Stall Requirements. The standards set forth in subsection (e) of this section may be modified to allow for a vehicle overhang of up to two and one-half (2.5) feet, provided:

(1) Wheel stops are attached to the ground or pavement if curbs are not provided;

(2) The vehicle overhang would not extend beyond the lot line or into front yard setback areas;

(3) Walkways maintain a minimum three (3) foot wide (four (4) feet for handicap access routes) unimpeded passage for pedestrian passage beyond the two and one-half (2.5) foot overhang.

(g) Driveways. The width of nonresidential driveways shall be based on the location, intended usage, and other factors and shall be in accordance with state and City engineering standards.

(h) Internal Parking Lot Design. Parking facilities shall incorporate the following features to provide safe and efficient circulation for vehicles and pedestrians:

(1) Standard traffic control signs and devices to direct traffic;

(2) Signs, crosswalks, raised pedestrian walkways and night lighting to provide for safe pedestrian movement;

(3) Landscaped islands, raised curbs, and striping to define parking lot entrances, end of parking aisles and the patterns of internal circulation; and

(4) Overall design coordination and adherence to all applicable design standards.

(i) Landscaping. Landscaping shall be provided in accordance with the requirements prescribed in Chapter 20.50 BMC.

(j) Lighting. Parking areas shall be lighted for the safety of pedestrians and vehicle circulation on the site in the following manner:

(1) Lights are hooded or beamed, consistent with BMC 20.44.110, so that there is no undesirable glare directed onto any adjacent streets or property; and

~~(2) Lighting shall be designed adequately to illuminate the parking area while preventing the direct illumination of adjacent properties.~~

(k) Signage and Striping. Directional signs and pavement markings shall be used to control vehicular movement within parking areas and to mark spaces.

(1) The locations of parking spaces shall be clearly indicated by curb markings, wheel stops, bollards, or other means.

(2) Incidental signs within parking lots shall be limited to two (2) square feet in size.

(3) No signs other than those indicating entrances, exits, name of the lot or the establishment to which the lot is accessory, conditions of use, or identification of disabled parking spaces shall be erected.

(4) Signage for handicap spaces shall comply with the requirements prescribed in RCW 70.92.120.

(l) Required Parking Spaces. Development is exempt from providing automobile off-street parking spaces, except as otherwise required for conformance with the Federal Americans with Disabilities Act (ADA) or the State of Washington. ~~The number of off-street parking spaces shall be provided in accordance with the use and following corresponding standards except as modified per BMC 20.48.050:~~

~~**Category of Land Use**~~	~~**Minimum Number of Parking Spaces**~~
~~**BUSINESS/COMMERCIAL:**~~	-
~~(1) Barber shop/beauty salon~~	~~1 per 75 sq. ft. gross floor area (g.f.a.)~~
~~(2) Bank/financial~~	~~1 per 350 sq. ft. g.f.a.~~
~~(3) Laundry (self-service)~~	~~1 per 4 washing machines, with a minimum of 5 required~~
~~(4) Office~~	~~1 per 300 sq. ft. g.f.a.~~
~~(5) Retail store less than 15,000 sq. ft.~~	~~1 per 300 sq. ft. g.f.a.~~
~~(6) Retail store 15,000 sq. ft. or larger~~	~~1 per 250 sq. ft. g.f.a.~~
~~(7) Personal service shop (tanning, shoe repair, dry cleaner)~~	~~1 per 250 sq. ft. g.f.a., with a minimum of 2 required~~
~~(8) Plumbing, heating, electrical and building supplies~~	~~1 per 600 sq. ft. g.f.a.~~
~~(9) Convenience market/food store (retail)/market and supermarket~~	~~1 per 250 sq. ft. g.f.a., with a minimum of 6 required~~
~~(10) Shopping center*~~	~~4.0 per 1,000 square feet of leaseable g.f.a.~~

~~* A shopping center is a contiguous collection of retail businesses under one ownership or common management located in a building or set of buildings.~~

~~**EATING/DRINKING ESTABLISHMENTS:**~~	-
~~(1) Restaurant/cocktail lounge/tavern less than 4,000 sq. ft.~~	~~1 per 150 sq. ft. g.f.a.~~
~~(2) Restaurant/cocktail lounge/tavern 4,000 sq. ft. or greater~~	~~20 plus 1 per 100 sq. ft. g.f.a. greater than 4,000 sq. ft.~~

Category of Land Use	Minimum Number of Parking Spaces
ENTERTAINMENT:	-
(1) Bowling alley	5 per lane
(2) Club, lodge	1 per 4 fixed seats, plus 1 per 50 sq. ft. gross floor area of assembly area without fixed seating
(3) Dance hall	1 per 100 sq. ft. g.f.a.
(4) Pool hall	1 per 100 sq. ft. g.f.a.
(5) Theater	1 per 4 fixed seats
(6) Video game arcade	15 per 1,000 sq. ft. g.f.a.
INDUSTRIAL:	-
(1) Industrial establishment/research and development	1 per 600 sq. ft. g.f.a.
(2) Mini-warehouse	1 per 3,000 sq. ft. g.f.a., plus 1 loading space per 10,000 sq. ft. g.f.a., plus 1 per 300 sq. ft. g.f.a. for office area
(3) Wholesale establishment/warehouse, trucking and freight terminal	1 per 2,000 sq. ft. g.f.a. up to 20,000 sq. ft. (3 space minimum), plus 1 per 2,500 sq. ft. g.f.a. 20,001 to 100,000 sq. ft. (10 space minimum), plus 1 per 3,000 sq. ft. greater than 100,000 sq. ft. (40 spaces minimum)
LODGING:	-
(1) Bed and breakfast	1 per guest room plus 1 for the resident household
(2) Hotel	1 per 2 guest rooms, plus 1 per 200 sq. ft. g.f.a. of common areas
(3) Motel	1 per 2 guest rooms, plus 1 per 200 sq. ft. g.f.a. of common area plus 1 for manager
(4) Travel trailer park/tourist court	1 per trailer site, plus 1 per 10 sites located in a secure storage area, plus 1 per 5 sites for guest parking, plus other parking for office or community buildings
MEDICAL/DENTAL:	-
(1) Medical/dental office	1 per 150 sq. ft. g.f.a.
(2) Hospital/medical centers	1.8 per overnight bed based on state license
(3) Nursing home/health institution/convalescent home	1 per 600 sq. ft. g.f.a.
(4) Veterinarian/animal hospital	1 per 200 sq. ft. g.f.a.
RECREATIONAL:	-

Category of Land Use		Minimum Number of Parking Spaces
(1)	Health club/figure salon/physical fitness center	10 per 1,000 sq. ft. g.f.a.
(2)	Parks/playground	Based on anticipated parking demand
(3)	Racquet/handball	2 per each court
(4)	Swimming facility	5, plus 1 per 75 sq. ft. of gross surface water area
PUBLIC:		-
(1)	Library/museum	1 per 400 sq. ft. g.f.a.
(2)	Places of assembly (arenas, churches, auditoriums, stadiums, sports arenas, etc.)	1 per 4 fixed seats (20 inches of a bench or pew = 1 seat), plus 1 per 50 sq. ft. g.f.a. of assembly without seats
EDUCATIONAL:		-
(1)	Nursery school/day care	1 per 5 children, plus 2 loading/unloading spaces (12 or fewer children are exempt from the loading/unloading)
(2)	School, business and trade	6 per classroom, and/or 1 per 200 sq. ft. g.f.a. of administrative office, and/or teaching lab or shop
(3)	School, college or university	2 per 1,000 sq. ft. g.f.a. used for academics, plus 1 per each 4 student rooming units, plus additional space as required for nonacademics
(4)	School, K through 9th grade	2 per classroom, plus 1 per 200 sq. ft. g.f.a. of administrative office
(5)	School, 10th through 12th grade	1 per each 10 students for which building is designed, plus 1 per classroom, plus 1 per 200 sq. ft. g.f.a. of administrative office
AUTOMOBILE:		-
(1)	Automobile service	1 per 200 sq. ft. g.f.a., plus 1 per service bay (bay itself is not a space), with a minimum of 5 required
(2)	Motor vehicle/vessel sales lots	1 per 3,000 square feet of retail indoor or outdoor sales area in addition to parking requirements for the building or structure
(3)	Motorcycle/small engine repair	1 per 400 sq. ft. g.f.a.
(4)	Shop/store for sales and service of machinery	1 per 600 sq. ft. g.f.a.
OTHERS:		-
(1)	Garden nursery	1 per 400 sq. ft. g.f.a. of retail area, plus 1 per 500 sq. ft. g.f.a. of building and outside display area (wholesale)

Category of Land Use		Minimum Number of Parking Spaces
(2)	Marina and moorage facility	1 per 600 sq. ft. g.f.a.
(3)	Mortuary/funeral home	1 per 75 sq. ft. of assembly area
(4)	Uncovered storage area	1 per 2,000 sq. ft., plus 1 per each vehicle anticipated to be parked overnight on a regular basis, plus 1 per 300 sq. ft. g.f.a. for office

(Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5046 §3, 2008; Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.100 PARKING REDUCTION REPEALED.

Modifications to the requirements of this chapter may be granted for the following:

(a) For a modification to the number of off-street parking spaces required by this title, a decrease in the required number of spaces may be granted if the number of spaces proposed is documented by an adequate and thorough parking demand and utilization study to sufficiently serve the use with appropriate off-street parking. The study shall be prepared by a licensed transportation engineer or other qualified professional with parking demand expertise, and shall analyze the operational characteristics of the proposed use which justify a parking reduction. Approval of a parking reduction shall be solely at the discretion of the City. The following reductions do not require the above mentioned report:

(1) Covered Bicycle Storage. If covered and secured bicycle storage is provided on site, a credit towards parking requirements at a ratio of one (1) less parking stall per six (6) bicycle spaces will be granted. The Director may increase credits according to size of development and anticipated pedestrian and bicycle activity and proximity to transit facilities. A maximum reduction of five (5) percent of required parking stalls may be granted. If a reduction of five (5) or more stalls is granted, then changing facilities including showers and lockers shall be required.

(2) Transit Improvements. For new residential development consisting of ten (10) or more dwelling units, or commercial projects consisting of fifty (50) or more employees, and located within one thousand five hundred (1,500) feet of an existing or planned transit facility, a reduction in parking may be requested for up to fifteen (15) percent of required spaces if improvements to the local transit system are made by the applicant. Any such plan requires the approval of Kitsap Transit and the City.

(3) Designated Land Use Centers. If a change of use occurs on a property within a center zone designation, resulting in a significant increase in the parking requirement, the Director may reduce the minimum number of required parking spaces by up to ten (10), provided:

(i) Sites containing multiple buildings and/or uses shall have the reduction applied to the entire site and not to individual uses;

(ii) The number of existing off-street parking spaces is not reduced.

(4) Group Residential Facility - Class I, Adult Family Home, and Group Residential Home. The Director may authorize a reduction in the number of required parking spaces for a group residential facility - Class I, adult family home, or group residential home if there is a clear indication that the requirements of this chapter are excessive due to such factors as the resident's age, ability to drive, or mental or physical abilities and disabilities. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.120 UNLISTED USES REPEALED.

~~Land uses not specifically listed in BMC 20.48.060(i) and 20.48.080(l) shall have their off-street parking requirements determined in the following manner:~~
~~(a) A comparison is made of the unlisted use to a listed use and the Director determines that the parking demand between the two (2) uses is similar. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)~~

20.48.140 ACCESSIBLE PARKING.
Where parking is provided, accessible parking spaces shall be provided that comply with the requirements in Chapter 17.04 BMC, City Building Code (IBC Chapter 11). Accessible parking spaces shall be located on the shortest accessible route of travel from adjacent parking to an accessible building entrance. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.48.150 ELECTRIC VEHICLE CHARGING STATIONS.
For uses in allowed zones and where parking is provided, electric vehicle charging stations are encouraged and shall comply with the City Building Code and Washington State Electrical Code (Chapter 296-46B WAC). (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5249 §5, 2014)

20.48.160 ~~LOADING/UNLOADING SPACES~~ REPEALED.
~~(a) Standards. Off-street loading spaces shall be provided in accordance with the following standards for all new nonresidential construction or additions having a floor area greater than one thousand (1,000) square feet of gross floor area that is engaged in retail, manufacturing, wholesale or storage activities, but excluding self-service storage facilities, which requires the delivery of merchandise or materials by trucks:~~

	~~Total Gross Floor Area~~	~~Number of Loading Spaces Required~~
~~(1)~~	~~1,000 to 20,000 square feet~~	~~1~~
~~(2)~~	~~20,001 to 50,000 square feet~~	~~2~~
~~(3)~~	~~50,001 to 100,000 square feet~~	~~3~~
~~(4)~~	~~Greater than 100,000 square feet~~	~~4~~

~~(b) Standards. Off-street loading spaces shall be provided in accordance with the following standards for all new nonresidential construction or additions having a floor area greater than ten thousand (10,000) square feet of gross floor area that is engaged in hotel, office, restaurant or similar use in accordance, which requires the delivery of merchandise or materials by trucks:~~

	~~Total Gross Floor Area~~	~~Number of Loading Spaces Required~~
~~(1)~~	~~10,000 to 50,000 square feet~~	~~1~~
~~(2)~~	~~50,001 to 100,000 square feet~~	~~2~~
~~(3)~~	~~Greater than 100,000 square feet~~	~~3~~

~~(c) Loading/Unloading Zone Development Standards.~~

~~(1) Design. Off-street loading spaces shall be at least ten (10) feet in width and have a total area of not less than two hundred fifty (250) square feet.~~
~~(2) Accessibility. With the exception of gates and security fencing, loading spaces shall be accessible at all times from a street, alley, or driveway and shall not be obstructed by other loading spaces, trash receptacles, outdoor storage, or other obstacles.~~
~~(3) Obstructions. Loading functions shall not interfere with any emergency access, fire exit, or required vehicle parking spaces.~~
~~(d) Modifications.~~
~~(1) If the applicant can demonstrate that deliveries are only made during nighttime or other hours when customers are not present, the loading function may be accommodated in combination with required customer/employee parking.~~
~~(2) If the applicant can demonstrate that all deliveries are made by trucks with a gross weight of twenty-six thousand (26,000) pounds or less, the number of required loading/unloading spaces may be reduced by one (1) if a load/unload zone located within the public right-of-way fronting the property is approved by the Public Works Department. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)~~

20.48.180 BICYCLE FACILITIES ~~OTHER REQUIRED PARKING SPACES~~.

All uses subject to BMC 20.48.080 ~~nonresidential uses and residential developments of six (6) or more dwellings~~ shall provide ~~parking spaces for~~ the following:

(a) Residential uses shall provide 1 bicycle parking space for each residential unit. All residential bicycle parking required by this section shall be provided within a secured building. Bicycle parking may be located within a shared bicycle storage room, indoor secured bike cage, within individual residential units, or other configuration approved by the Director.

(b) Nonresidential uses shall provide 1 bicycle parking space per 4,000 square feet of gross floor area. Bicycle parking for nonresidential uses may be located exterior to the building.

(c) Bicycle parking stalls shall provide adequate space for maneuvering and storage. Examples of dimensional standards are below:

(1) The standard required bicycle space is 2-feet wide, 6-feet long, and 3-feet 4-inches tall.

(2) There must be at least 5-feet space adjacent to all bicycle parking spaces to allow room for bicycle maneuvering.

(3) A wall clearance of 2-feet 6-inches must be provided.

(4) Alternative bicycle parking configurations may be approved by the Director approval, provided the applicant demonstrates dimensions listed in this section are not feasible.

~~(a) Motorcycle Spaces. Motorcycle spaces shall be provided at one (1) per twenty-five (25) of the required automobile spaces with at least one (1) motorcycle space provided.~~

~~(1) Automobile parking requirements may be reduced one (1) space for every three (3) motorcycle spaces provided, up to a maximum five (5) percent of the total required automobile spaces.~~

~~(2) Each motorcycle space shall be no smaller than four (4) feet in width and eight (8) feet in depth.~~

~~(3) Motorcycle spaces shall be located according to the same criteria and standards that are applicable to automobile parking spaces.~~

~~(4) The Director may exempt those nonresidential uses that would not normally have motorcycle-riding clientele (such as warehouses, storage facilities, automobile services, etc.) from motorcycle parking requirements.~~

~~(b) Bicycle Facilities. Bicycle parking spaces shall be provided at ten (10) percent of the required automobile spaces.~~

~~(1) The minimum number of required bicycle spaces for schools of all types except higher education institutions shall be calculated at the rate of one (1) space per twenty (20) students, based on the facility's designed capacity.~~

~~(2) The Director may exempt those nonresidential uses that would not normally have bicycle-riding clientele (such as self-service businesses, automobile services, gas stations, etc.) from the bicycle parking requirements.~~

~~(3) Bicycle facilities shall be firmly attached to the ground, located near the building entrance, and designed to allow both the frame and wheels to be securely locked to the structure. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)~~

20.48.200 RENT OF RESIDENTIAL PARKING.

(a) The rental, lease or other use of automobile parking spaces for commercial parking purposes within a residential zone is prohibited.

(b) The rental, lease or other use of parking spaces associated with a residential use for commercial parking, whether they are required spaces or not, is prohibited. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

~~20.48.220 SATELLITE PARKING~~ REPEALED.

~~Off-street parking requirements may be partially or completely satisfied with the approval of a satellite parking facility. A satellite parking facility is approved by site plan review as prescribed in BMC 20.58.080. A satellite parking facility may be approved, provided:~~

~~(a) The bicycle parking facility is located within four hundred (400) feet of the property containing the associated use or building.~~

~~(b) The parking facility is not located on property zoned for low density residential. The Director may waive the zone restriction for a religious worship facility, public school or public use if:~~

~~(1) The parking facility is located on a lot abutting the principal use; or~~

~~(2) The parking facility is located within one hundred (100) feet on a lot where a street (public or private) or alley would separate it from the principal use.~~

~~(c) A notice to title, approved by the City Attorney and executed by affected parties to set forth clearly the terms of the parking agreement, shall be recorded with the County Auditor. A copy of the recorded agreement shall be submitted to the Department.~~

~~(d) The satellite parking facility shall meet the requirements of this chapter.~~

~~(e) A limit on the time of day that the satellite parking facility is used may be placed as a condition of its approval if deemed necessary by the Director for the protection of adjoining areas.~~

20.48.240 ~~JOINT USE OF PARKING FACILITIES~~ REPEALED.

~~Joint use parking facilities provide for the sharing of parking facilities between different uses may be granted under the following conditions:~~

~~(a) The principal building or use shall be located within a radius of eight hundred (800) feet of the joint parking facilities.~~

~~(b) The principal building or use shall not be separated from its parking by an arterial street unless it is within one (1) block of a signalized intersection.~~

~~(c) The applicant shall demonstrate there will be no substantial conflict between the two (2) uses regarding hours of operation for which joint use of parking facilities is proposed.~~

~~(d) A notice to title, approved by the City Attorney and executed by affected parties to set forth clearly the terms of the parking agreement, shall be recorded with the County Auditor. A copy of the recorded agreement shall be submitted to the Department.~~

~~(e) The right to occupy the primary premises shall terminate if the joint use parking facilities that are necessary and were approved cease to be available. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)~~

20.48.260 DRIVE-THROUGH STACKING REQUIREMENTS.

Drive-through stacking requirements can be found in BMC 20.44.120. (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5222 §5, 2013: Ord. 4971 §10, 2006: Ord. 4950 §8 (Exh. A) (part), 2005)

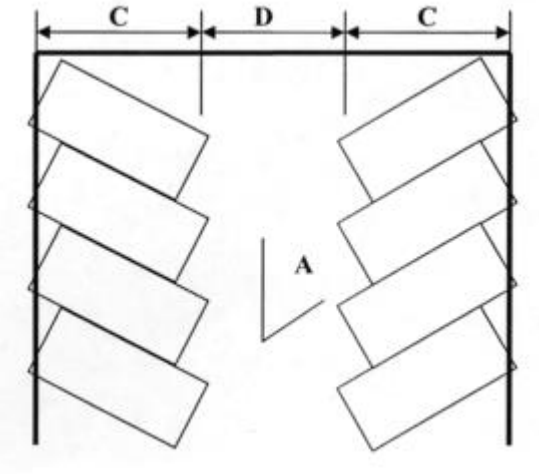
Figure 20.48(a)

Parking Minimum Design Requirements

Parking Angle	Standards			
	Minimum Stall Width	Minimum Stall Depth	Minimum Aisle Width	
			One-way	Two-way
0°	22'0"	8'0"	10'0"	18'0"
30°	8'6"	17'0"	12'0"	20'0"
45°	8'6"	17'4"	12'3"	20'0"
50°	8'6"	18'0"	12'9"	20'0"

Parking Minimum Design Requirements

Parking Angle	Standards			
	Minimum Stall Width	Minimum Stall Depth	Minimum Aisle Width	
			One-way	Two-way
55°	8'6"	18'6"	13'3"	20'0"
60°	8'6"	18'10"	14'4"	20'0"
65°	8'6"	19'0"	15'2"	21'0"
70°	8'6"	19'2"	16'0"	21'6"
75°	8'6"	19'0"	17'6"	22'0"
90°	8'6"	17'11"	22'6"	22'6"
A	**B**	**C**	**D**	**D**



(Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.54.060 NONCONFORMING USES.

(a) Continuation. Any legally established nonconforming use may be continued until such time that it is discontinued as prescribed in subsection (d) or (e) of this section.

(b) Change of Use. A structure or property containing a nonconforming use may be changed to the following:

(1) A use that conforms to the requirements of the zone; or

(2) Another nonconforming use; provided, that:

(i) A conditional use permit is approved pursuant to BMC 20.58.020;

(ii) The existing nonconforming use was not discontinued as prescribed in subsection (d) or (e) of this section;

(iii) The new use is clearly a reduction in the nonconformity and intensity of the existing nonconforming use; and

(iv) The applicant demonstrates that there is a demand for the use in the neighborhood that provides a public benefit.

(c) Expansion. A nonconforming use may not be expanded or enlarged, except under one (1) of following circumstances:

(1) Alterations are permitted, provided it is within the existing physical space of the building or use.

(2) Residential dwellings may have the building area expanded if the number of dwelling units is not increased above or below the requirements of the zone in which it is located, ~~there is no decrease in the number of off-street parking spaces below the minimum requirements~~ and the addition complies with all zoning requirements.

(3) The acquisition of additional accessory off-street parking is not an expansion of a nonconforming use.

(d) Discontinuation. A nonconforming use that is discontinued shall have its legal nonconforming status terminated and any subsequent use of the property or building shall be that of a use that conforms to the requirements of the zone. A nonconforming use is determined to be discontinued if any of the following circumstances apply:

(1) The nonconforming use is changed to a conforming use;

(2) Another nonconforming use is approved pursuant to subsection (b)(2) of this section; or

(3) The nonconforming use has ceased for a period of more than one (1) year.

(e) Damage or Destruction. If a structure containing a nonconforming use experiences substantial destruction, it shall constitute a discontinuation of the nonconforming use, except the nonconforming use may be allowed to continue under any of the following circumstances:

(1) The structure has suffered substantial destruction as a result of fire or other casualty not intentionally caused by the owner or tenant and a complete building permit application is filed within one (1) year of such fire or other casualty.

(f) Repair and Maintenance. A building or structure containing a nonconforming use may be repaired and maintained if the work does not restore it from substantial destruction. (Amended during 6/17 update; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.54.080 NONCONFORMING LANDSCAPING.

Uses which were lawfully established which do not conform to landscaping requirements need not provide additional landscaping, except:

(a) Expansion of a Structure. If an existing structure or use is expanded, additional landscaping shall be provided in accordance with the requirements of Chapter 20.50 BMC. The amount of additional landscaping shall be computed only to the extent of the expansion regardless of whether existing landscaping complies with the requirements.

(b) Change of Use. A change to a use that requires greater amounts of landscaping than the former use shall provide landscaping in accordance with the requirements of Chapter 20.50 BMC. ~~The Director may modify the amount of landscaping required if providing the required landscaping would result in a reduction of the parking below the minimum required by Chapter 20.48 BMC.~~

(c) Parking Lot. When an existing unpaved parking area is paved, it shall be landscaped in accordance with the requirements of Chapter 20.50 BMC. ~~The Director may modify the amount of landscaping required if the landscaping would result in a reduction of the parking below the minimum required by Chapter 20.48 BMC.~~ (Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 4950 §8 (Exh. A) (part), 2005)

20.54.120 NEW HOUSING IN NONCONFORMING BUILDINGS.

The following provisions are intended to comply with State of Washington requirements per RCW 35.21.990, to allow additional housing units within existing buildings. For the purpose of this section, "existing building" means a building that received a certificate of occupancy at least three years prior to the permit application to add housing units. Nothing in this section requires a city to approve a building permit application in cases in which the building cannot satisfy life safety standards. Consistent with RCW 35.21.990, the following shall apply:

(a) Nonconformities. Development shall comply with all City regulatory criteria, except as otherwise exempt from Building Code requirements per RCW 35.21.990(g), existing nonconformities per RCW 35.21.990(h), and transportation concurrency studies RCW 35.21.990(i).

(b) Density. When constructed entirely within an existing building envelope, in a building located within a zone that permits multifamily housing, a 50 percent density increase is permitted above that designated in the underlying zone. To ensure community health and safety, densities per BMC 20.54.120(b) do not apply in any of the following instances:

(1) When Building Code standards, Fire Code standards, or other life safety standards cannot be met;

(2) When a building is located on portions of a lot, parcel, or tract designated with critical areas under RCW 36.70A.170, or their buffers as required by RCW 36.70A.170, or within the Shoreline Jurisdiction.

(c) Ground Floor Commercial. In zones requiring mixed uses, housing units shall not occupy the ground floor area, except as otherwise permitted by the underlying zone.

20.58.060 RESIDENTIAL CLUSTER DEVELOPMENT.

(a) Intent. The intent of the residential cluster development (RCD) is to accommodate urban densities of the underlying zoning district while allowing residential development to utilize less land area. These provisions aim to allow greater flexibility in the design of subdivisions to ensure development is in harmony with the natural characteristics onsite and to preserve features such as critical areas, open space, recreation areas, or scenic vistas.

(b) Applicability. A RCD may be applied to all subdivisions as permitted in Chapter 20.12 BMC, Land Division.

(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) 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.

(d) Development Standards. Modification may be allowed to the underlying zone for which a RCD applies as follows:

(1) Density. The minimum and maximum density of the underlying zone shall apply, however, unbuildable critical areas as defined in Chapter 20.14 BMC may be included in the area for calculating density; however, land used for right-of-way may not.

~~(2) Minimum Lot Size. Lot size may be reduced to two thousand five hundred (2,500) square feet, provided all lots are buildable.~~

~~(i) Reductions below two thousand five hundred (2,500) square feet will only be permitted if the applicant provides an additional ten (10) percent of permanently protected open space as required by subsection (d)(8) of this section.~~

(2~~3~~) Setbacks.

(i) For the purposes of this section perimeter setbacks shall be defined as the exterior boundary of the entire property to be subdivided. Structures and parking areas shall be set back a minimum of ten (10) feet from all perimeter property lines.

(ii) All other setbacks may be modified to encourage innovative site design.

(3~~4~~) Lot Width. Deviations are permitted.

(4~~5~~) Development Coverage. The development coverage is limited to fifty (50) percent of the total site area including open space.

(5~~6~~) Parking. Two parking spaces are required for each primary residence. All deviations from the standard parking requirements shall be accompanied by a detailed analysis showing how alternative parking will provide better site design and will provide clear benefits to the residents. Deviations are permitted as follows:

(i) Setbacks may be modified;

(ii) Parking may be applied to the entire site rather than to individual lots;

(iii) Parking tracts shall be placed in easily accessible locations;

(iv) Designated parking spaces should be clearly marked.

(6~~7~~) Housing Type. Attached and detached single-family homes and townhomes are allowed as primary residential structures. Accessory dwelling units are permitted pursuant to BMC 20.46.010.

(7~~8~~) Open Space Designation and Preservation.

(i) Each RCD shall provide not less than fifteen ~~twenty~~ (15~~20~~) percent of the gross site area for common open space which shall be primarily concentrated in large areas. When these areas are designated as critical areas they should be designed to provide connectivity for habitat functions;

(ii) Open space areas shall be located on separate tract(s), and shall be developed for passive or active recreational uses or set aside to preserve critical areas as defined in the critical area regulations in Chapter 20.14 BMC;

(iii) Parking areas, rights-of-way, driveways, and yards within individual lots shall not be included in common open space;

(iv) Facilities and other improvements that enhance recreational use(s) may be located in an open space area (provided they are not prohibited by other sections of the BMC). Such facilities can include, but are not limited to, fields, picnic areas, playgrounds, and athletic courts.

(v) Open space areas shall be restricted in perpetuity from further subdivision and/or land development. This restriction shall be noted on the face of the plat.

(vi) Open Space Plan. For all designated open space areas the proposal shall include an open space plan. This plan is to ensure the open space is maintained and preserved in perpetuity. Open space requirements established in the critical areas regulations (Chapter 20.14 BMC) shall be met for all designated critical areas. All open space areas excluding critical areas shall comply with the following:

(A) Identify all proposed improvements such as public facilities, proposed vegetation, and existing vegetation to remain; and

(B) The plan must comply with the requirements of the landscaping chapter, found in Chapter 20.50 BMC; and

(C) The plan shall outline maintenance responsibilities in a format acceptable to the Director; and

(D) The plan shall include a notice to title approved by the City and recorded with the County Auditor. This notice shall include provisions for the designation and retention of open space, and provisions for permanent maintenance of the open space and/or commonly owned facilities.

(e) Criteria for Approval. The decision-making authority may grant a RCD only if it is found that:

(1) A RCD shall be approved with the approval of a subdivision. The RCD shall follow the same approvals and timelines as the concurrent subdivision application pursuant to Chapter 20.12 BMC, Land Division. (Ord. 5506 §14, 2024; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5063 §3, 2008: Ord. 4977 §8, 2006; Ord. 4950 §8 (Exh. A) (part), 2005)

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;~~

(4~~6~~) Rooms shall not be made available to guests for more than fourteen (14) days during any thirty (30) day period;

(5~~7~~) No commercial receptions, parties, or other public gatherings, or serving of meals to nonresident guests for compensation, are allowed; and

(6~~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) 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~~

(4~~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) 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;~~

(2~~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

(3~~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.

(d) Adaptive reuse of commercial buildings, provided the conditions set forth in BMC 20.46.070 are satisfied.

(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.

(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.

(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 (gj)(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.

(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.

(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.

(j) Mineral resource extraction per BMC 20.46.080, provided:

(1) The site is located within a mineral resource overlay. (Ord. 5506 §18, 2024; Ord. 5458 §7, 2022; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5111 §3, 2010: Ord. 4977 §10, 2006: Ord. 4971 §15, 2006; Ord. 4950 §8 (Exh. A) (part), 2005)

20.70.060 DEVELOPMENT STANDARDS.

Lot development shall be in accordance with the following unless allowed for otherwise by law:

(a) Maximum front yard setback: ten (10) feet. At least sixty-five (65) percent of a building's front facade shall meet the maximum front yard setback. The setback may be increased if the Director finds that such increase is the minimum necessary to facilitate a superior site design. In order to obtain approval for an increased setback, the applicant shall submit a written analysis establishing how the project facilitates superior site design, is the minimum necessary, is consistent with specific goals and policies within the Comprehensive Plan, and is compliant with all applicable sections of the BMC. The following list identifies examples of circumstances where increased setbacks may be found to be appropriate:

(1) When the site includes more than one (1) street frontage;

(2) To accommodate existing topography, utilities, or other physical site constraints that make compliance with the setback infeasible;

(3) To accommodate phasing of infill development;

(4) On sites that are significantly developed with existing legally established nonconforming uses or structures whereby strict code compliance will not facilitate effective circulation; or

(5) For projects that in the opinion of the Director provide enhanced public amenities within the setback area which include, but are not limited to, the following: public plazas, increased landscaping, architectural features, improved pedestrian connections.

(b) Side yard setback: zero (0) except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(c) Rear yard setback: zero (0) except when adjacent to the low or medium density residential zones where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b).

(d) There is no maximum density for residential use.

(e) Maximum building coverage: sixty (60) percent base maximum; provided, that through the use of any combination of the following, building coverage may be increased up to eighty-five (85) percent maximum:

(1) Projects containing mixed uses: ten (10) percent bonus.

(2) Projects with a three (3) or four (4) story building: ten (10) percent bonus; projects with five (5) or more story building: fifteen (15) percent bonus.

(3) Projects providing a pedestrian-oriented plaza or area of at least one hundred fifty (150) square feet along a pedestrian walkway at an intersection corner, bus stop or other key pedestrian area approved by the City. Such areas shall contain seating for at least four (4) people, a trash receptacle and three (3) or more of the following: a pedestrian shelter, a drinking fountain, a bike rack, pedestrian-scale lights, pavers on the walkway surfaces, a kiosk, a street vendor station providing food or beverages, trees, an appropriately sized statue or sculpture, or a public restroom. Interior courtyards with these amenities qualify if they would be readily apparent and accessible to pedestrians on adjoining sidewalks: twenty (20) percent bonus.

(4) Projects providing a through-block corridor that facilitates pedestrian access in a location approved by the City: five (5) percent bonus.

(5) Projects providing at least fifty (50) percent of ~~their required~~ parking underground or within the building: twenty (20) percent bonus.

(f) Maximum development coverage: maximum development coverage by impervious surfaces, seventy-five (75) percent; provided, that through the use of any combination of the mechanisms listed in subsections (e)(1) through (5) of this section, up to ninety-five (95) percent maximum development coverage may be allowed.

(g) Maximum building height: eighty (80) feet except:

(1) Structures within fifty (50) linear feet of parcels zoned for low density residential shall not exceed four (4) stories in height; and

(2) Structures within fifty (50) and one hundred (100) linear feet of parcels zoned for low density residential shall include architectural features to gradually transition the building height from four (4) stories to a

maximum height of eighty (80) feet at the one hundred (100) foot distance from the low density residential zoned parcel.

(h) Mixed-Use Requirement. All structures that include residential uses located adjacent to, are oriented towards, or are viewable from a public right-of-way (not required on private streets) shall provide retail/commercial uses along a minimum of fifty (50) percent of the ground floor building facade. Exceptions to this requirement will be made for projects that comply with BMC 20.70.070(a)(6).

20.70.080 PARKING REQUIREMENTS.

Parking shall meet the standards of Chapter 20.48 BMC and the following requirements~~. For legally established existing buildings that comply with BMC 20.48.020(b) the parking will be exempt from the following requirements~~:

~~(a) For nonresidential uses, the minimum parking requirement is one (1) space per employee.~~

~~(b) On-site parking for nonresidential uses shall not exceed four (4) spaces per one thousand (1,000) square feet of floor area.~~

(a~~c~~) On-site parking shall be to the rear or side of buildings and shall not occupy more than fifty (50) percent of the site frontage facing the arterial street(s). The site frontage includes the area between the right-of-way and front building wall which applies to the entire length of the property regardless of building width. Corner lots have two (2) site frontages as they are positioned on two (2) street frontages.

(b~~d~~) All efforts shall be taken to avoid placing parking on street corners. Parking located between the building frontage and street corners shall be fully screened as follows:

(1) A four (4) foot tall decorative wall within the front yard landscaping area that fully screens the parking areas. The wall shall be located such that it blocks views of the parking from the right-of-way. For long spans of frontage (one hundred (100) feet or more), the wall shall include modular articulation to add architectural variety.

(i) Alternate architectural features or shrubs may be substituted for the wall, provided it is demonstrated that the shrubs/alternative will provide equal to or better visual screening than the wall. Shrubs shall be a minimum of three (3) feet tall at time of installation and shall be additional to the landscaping required in Chapter 20.50 BMC.

(ii) Openings and architectural features may be required within a wall section in order to tie the wall feature into the architecture of the building and to provide pedestrian access. The entry shall be the minimum necessary to accommodate a sidewalk that is a minimum of five (5) feet in width, clearly marked, and distinguished from driving surfaces by using decorative paving, stamped/stained concrete, or raised walkways with alternative materials (such as brick, cobblestone, decorative pavers). Paint striping does not meet this requirement.

(c~~e~~) Access to parking shall be provided per the following priority:

(1) First, from an alley if available; if an alley is not available, then from local street;

(2) If neither is available, then from a nonprincipal arterial street;

(3) If none of the above are available then from a principal arterial street.

(d~~f~~) Driveways providing access to parking shall be well marked.

~~(g) Existing nonresidential structures adding no more than ten (10) residential units, and/or existing nonresidential structures expanding up to twenty-five (25) percent of the gross square footage of the building for any permitted use, shall be exempt from providing additional off-street parking, and exempt from substantial destruction requirements per BMC 20.54.070, provided:~~

~~(1) Projects shall be located within the Charleston district center;~~

~~(2) Mixed-use requirements per BMC 20.70.060(h) are maintained;~~

~~(3) No existing on-site parking or required landscaping is removed.~~

(Ord. 5435 §3, 2021; Ord. 5301 §3 (Exh. B) (part), 2016: Ord. 5222 §16, 2013: Ord. 4950 §8 (Exh. A) (part), 2005)

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;~~

(4~~6~~) Rooms shall not be made available to guests for more than fourteen (14) days during any thirty (30) day period;

(5~~7~~) No commercial receptions, parties, or other public gatherings, or serving of meals to nonresident guests for compensation, are allowed; and

(6~~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) 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~~

(4~~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) 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;~~

(2~~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

(3~~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.

(d) Adaptive reuse of commercial buildings, provided the conditions set forth in BMC 20.46.070 are satisfied.

(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.

(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.

(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.

(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.

(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. (Ord. 5506 §20, 2024; Ord. 5301 §3 (Exh. B) (part), 2016)

20.79.080 PARKING REQUIREMENTS.

Off-street parking shall be provided in accordance with the requirements set forth in Chapter 20.48 BMC. ~~In addition to the off-street parking requirements set forth in Chapter 20.48 BMC, the automobile off-street parking spaces located within the downtown regional center shall be provided in accordance to the Downtown Subarea Plan.~~

20.82.060 DEVELOPMENT STANDARDS.

Lot development requirements shall be in accordance with the following standards unless allowed for by law otherwise:

(a) Maximum front yard setback: ten (10) feet. At least sixty-five (65) percent of a building's front facade must meet the maximum front yard setback. The setback may be increased if the Director finds that such increase is the minimum necessary to facilitate a superior site design. In order to obtain approval for an increased setback, the applicant shall submit a written analysis establishing how the project facilitates superior site design, is the minimum necessary, is consistent with specific goals and policies within the Comprehensive Plan, and is compliant with all applicable sections of the BMC. The following list identifies examples of circumstances where increased setbacks may be found to be appropriate:
    (1) When the site includes more than one (1) street frontage;
    (2) To accommodate existing topography, utilities, or other physical site constraints that make compliance with the setback infeasible;
    (3) To accommodate phasing of infill development;
    (4) On sites that are significantly developed with existing legally established nonconforming uses or structures whereby strict code compliance will not facilitate effective circulation; or
    (5) For projects that in the opinion of the Director provide enhanced public amenities within the setback area which include, but are not limited to, the following: public plazas, increased landscaping, architectural features, and improved pedestrian connections;

(b) Side yard setback: zero (0) except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(c) Rear yard setback: zero (0) except when adjacent to a residential zone where a ten (10) to twenty (20) foot visual screen is required pursuant to BMC 20.50.050(b);

(d) Maximum building size: nonresidential uses may not exceed a footprint of fifteen thousand (15,000) gross square feet;

(e) Maximum building coverage: sixty (60) percent base maximum; provided, that through the use of any combination of the following, building coverage may be increased up to eighty-five (85) percent maximum:
    (1) Projects containing mixed uses: twenty (20) percent bonus;
    (2) Projects within a two (2) or three (3) story building: ten (10) percent bonus;
    (3) Projects providing a pedestrian-oriented plaza or area of at least one hundred fifty (150) square feet along a pedestrian walkway at an intersection corner, bus stop or other key pedestrian area approved by the City. Such areas shall contain seating for at least four (4) people, a trash receptacle and three (3) or more of the following: a pedestrian shelter, a

drinking fountain, a bike rack, pedestrian-scale lights, pavers on the walkway surfaces, a kiosk, a street vendor station providing food or beverages, trees, a statue or sculpture, or a public restroom. Interior courtyards with these amenities qualify if they would be readily apparent and accessible to pedestrians on adjoining sidewalks: ten (10) percent bonus;

(4) Projects providing a through-block corridor that facilitates pedestrian access in a location approved by the City: five (5) percent bonus;

(5) Projects providing at least fifty (50) percent of ~~their required~~ parking underground or within the building: twenty (20) percent bonus;

(f) Maximum development coverage: maximum coverage by impervious surfaces seventy-five (75) percent; provided, that through the use of any combination of the mechanisms listed in subsections (e)(1) through (5) of this section, up to ninety-five (95) percent maximum development coverage may be allowed;

(g) Maximum building height: thirty-five (35) feet;

(h) There is no maximum density for residential as a secondary use.

20.96.080 PARKING REQUIREMENTS.

Parking shall meet the standards of Chapter 20.48 BMC. ~~and the following requirements:~~

~~(a) Parking may not exceed two (2) stalls per residential dwelling unit;~~

~~(b) On-site parking requirements for a permitted or a conditional use may be reduced by up to forty (40) percent, provided it can be demonstrated through a parking analysis that the reduction would decrease impervious surface area, and the reduction would not cause parking to spill over into adjacent areas.~~

20.97.080 PARKING REQUIREMENTS.

Parking shall meet the standards of Chapter 20.48 BMC~~, except required parking may be reduced or waived by the Director in the watershed (WS) zone in order to reduce impervious surface area~~.

Presuppose adopted with Ord. 5512

4.040 Transportation, Parking, Circulation, and Pedestrian Access

a. The purpose of this section is to reduce the visual impact of parking, reduce vehicle trips, encourage alternate modes of transportation, and reduce greenhouse gas emissions within PSIC-B. Parking is regulated through standards that address the design, location, and size of parking areas. Right-of-way standards and requirements for sidewalks, trails, and driveways are contained in Chapter C.5. Traffic requirements and parking development shall be in accordance with the provisions of the Bremerton Municipal Code, including Title 10 (Traffic), Chapter 11.12 (Transportation Development), Chapter 20.48 (Off-Street Parking), with the following revisions and exceptions.

b. Commute Trip Reduction

1. The requirements of BMC Chapter 10.40, Commute Trip Reduction (CTR) Plan, shall apply, except as provided in paragraph (2) below.
2. Once total new employment within SKIA has exceeded 2,000 new employees (resulting from actions permitted under the Planned Action Ordinance), all employers with 50 or more employees shall be required to participate in the CTR Program.

Proposed with Ord. 5513

c. Minimum Parking Requirements. Development is exempt from providing automobile off-street parking spaces, except as otherwise required for conformance with the Federal Americans with Disabilities Act (ADA) and the State of Washington. Minimum parking standards shall be in accordance with BMC Chapter 20.48 Off-Street Parking Requirements, except as specified in ~~Paragraph (1) of this subsection as well as in~~ Subsection (e) below.

~~1. Parking reductions may be allowed, at the discretion of the Director, if a parking analysis is completed and indicates that sufficient parking is available to meet demand.~~

d. Shared Parking Area Incentives ~~Reductions~~

1. ~~The amount of~~ To qualify for incentives listed per Section 5.040, Exhibit PSIC-33, off-street parking for ~~required in Subsection (c) above may be reduced where~~ multiple buildings/tenants may share a common, centrally located parking area. ~~Reduction shall be based on the type and mix of uses, as follows, except that these reductions shall not be used in conjunction with reductions specified in Subsection (c) above:~~

~~i. Properties with only industrial or support retail and service uses: 30% reduction~~

~~ii. Properties with retail or other uses: 10% reduction~~

~~iii. Mixed retail/office uses with at least a 4:1 ratio of retail to office: 20% reduction~~

~~iv. 50% reduction for retail uses of less than 5,000 sq. ft. when they are developed as part of a business park that contains at least 60% industrial or support retail and service uses.~~

e. Parking Stall and Aisle Design. Shall be in accordance with BMC 20.48.080.

f. Loading and Vehicle Storage Areas

1. Loading and vehicle storage areas shall not be located within required building setbacks.
2. For sites fronting on Highway 3 or Lake Flora Road, vehicle loading docks and long-term vehicle storage areas shall be screened from public rights-of-way with Type I Visual Screening, walls, or other methods, as approved by the Director.
3. The Director may waive or modify these standards where it is deemed infeasible for a particular industrial or manufacturing use.

g. Pedestrian Access

1. Projects shall include an on-site pedestrian system connecting all parking areas and entrances to each other and the public right-of-way.

2. Pedestrian paths shall be integrated with the parking lot landscaping required in BMC 20.48.080 and BMC 20.50.050(c)(3).
3. Bicycle circulation shall be considered in site design and appropriate measures taken to accommodate bicycle circulation on-site.
4. Where feasible, provide steps and ramps across retaining walls and slopes.
5. Pedestrian paths shall be well lit.
6. Adjacent landscaping shall not block visibility to and from a pedestrian path, especially where it approaches a roadway or driveway.
7. Refer to Chapter D.3 for more specific Design Guidelines.

h. Gravel Paving Exception. The intent of this code is to allowed gravel "paving" for Industrial complexes and similar uses and developments in areas that do not typically have to-and-go daily traffic, but may be for those areas that are driven on infrequently or have vehicles/equipment that will typically parked/stationary for an extended period of time. Gravel "paving" shall not be used for daily customer or employee parking. The following is minimum standards to allow gravel paving:

1. Gravel paving is allowed within industrial complexes and similar uses, and developments in the following areas:
   i. Surplus parking. This is parking beyond what is required for the development, such as special event parking for occasional events.
   ii. Areas used primarily for industrial sales or rentals provided it does not require frequent trips on-and-off the gravel areas onto the all-weathered surface.
   iii. Contractor storage yards.
   iv. Logging/mining access roads, or
   v. Similar applications that do not require frequent trips on-and-off the gravel area.
2. An issued site development permit or a building permit with associated parking is required for the establishment of a gravel parking lot of driveway. At no time shall a gravel parking lot or driveway be installed without a permit approval.
3. The gravel paved areas are intended to run with the land regardless if the property or business is sold or re-occupied. However, for the life of the project, any on-site changes to the occupancy, business or use that utilizes the gravel "paving" that violates any portion of this code, will require the gravel "paving" to be paved with an all-weather surface.
4. The property owner provides a letter of request, provides a site plan (to scale) that clearly indicates where gravel or other previous surfacing area will be placed, quantification of the area and can demonstrate that the gravel or other pervious surfacing areas are designed and will be maintained in accordance with or exceeding the requirements contacted in the City's currently adopted Stormwater manual (or as amended).
5. Gravel Parking Facilities shall be surfaced with no less than three (3) inches of crushed gravel and shall be maintained on a regular basis;
6. Dust is controlled through the site, and control measures are provided and accepted by the City;
7. Rock and other debris is not tracked off-site;
8. To ensure pollution generating equipment is controlled with the area of gravel paving, an emergency spill control plan shall be prepared and implemented.
9. Protection of Roads & Trails. To ensure non-bound materials, such as gravel, does not enter into a lane of travel, the criteria below is applicable:

a. This requirement is only for those parcels that access directly to a public or private street. This requirement is not applicable to areas that access a gravel easement or tract unless theres in an approved Site Plan or City document that identifies that the area is becoming a private or public street.

b. Driveway and similar road approaches shall be paved with an all-weather surface, from at least 100 feet back from the property line of the paved right-of-way to ensure gravel or other non-bound material has been removed from the vehicle and tires.

c. If the gravel drive land crosses an existing or under-construction paved urban trail for pedestrian and/or bicyclist, a minimum of ten (10) feet on both sides of the trail shall have an all-weather paved surface.

Proposed with Ord. 5513

i. Bicycle Facilities. Bicycle parking shall be provided ~~at 10% of the required automobile spaces~~ consistent with BMC 20.48. Please see ~~BMC 20.48.180(b) for bicycle parking requirements and~~ Section D.3.170 for recommended Design Guidelines.

j. Neighborhood Electric Vehicles. Neighborhood Electric Vehicles (NEV) and Electric Golf Carts shall be allowed on all pedestrian pathways within SKIA that are constructed to the standards contained in Section C.5.050. NEVs shall also be allowed on all public roadways in SKIA where their use is not otherwise prohibited by state or local law (e.g. roadways with a maximum speed limit of 25 miles per hour or less are suitable).

4.050 Landscaping

a. The purpose of this section is to ensure that site landscaping within PSIC reflects key goals related to sustainable development and stewardship of critical areas. The retention of existing trees and vegetation is important to help promote the utilization of natural systems for environmental benefits, reduce the impacts of development on the storm drainage system, moderate the urban heat island effect and provide a better transition between various land uses within the City. The requirements of BMC Chapter 20.50 shall apply, except as modified or supplemented in this subsection. Please also see Chapter D.4. for recommended design guidelines.

b. Vegetation Preservation

1. To the greatest extent feasible, existing healthy significant trees defined in BMC 20.50.050(d)(4) shall be retained on site.
2. Site design shall attempt to preserve existing trees where feasible. However, should a proposal include the removal of all or portions of a site's significant tree cover a certified arborist or professional forester shall be retained by the applicant to inventory the tree(s) and make recommendations regarding the protection, retention, preservation, removal and replacement of the tree(s). A copy of the report and recommendations shall be submitted to the City as part of the site development process and prior to clearing.
3. If any trees in required landscaped areas are deemed to be hazardous and must be removed, the following replacement standards are required:
   i. Replacement trees shall be similar to the trees removed and all replacement plants in required landscaped areas are subject to native species requirement in Section C.4.050(c)(3).
   ii. The evaluation report shall provide recommendations for methods to ensure that hazard removal and replacement planting do not harm adjacent trees and infrastructure and that harm to adjacent shrubs and groundcover is minimized.
4. Where existing trees are preserved, the Critical Root Zone (CRZ) of each tree shall be protected. No more than 30% of the CRZ may be disturbed, and ground disturbance may not occur within the inner 50% of the CRZ radius from the trunk, unless such action is approved by an arborist or professional

Permits	The project has satisfied all City of Bremerton permit fee requirements per BMC 20.02.
Laws and regulations	The project complies with all applicable local, state and/or federal laws and regulations.

ii. Incentive Criteria. Any project that is certified PSIC-B Evergreen is eligible for a 75% building permit rebate. In addition, the Director may grant a rebate of up to 100% based on the use of measures that are expected to have the greatest impact on greenhouse gas emissions reduction or other unique factors. The Director shall have substantial discretion issuing the rebate.

Total Score	The degree to which the applicable PSIC-B Evergreen Certification score exceeds the minimum 140 point certification score.
Greenhouse Gas Emissions	Inclusion of measures that are expected have the greatest impact on long-term greenhouse gas emissions, evidenced through scores that exceed the minimum Tier II requirements in the following categories: *Development and Building Design Incentives (Exhibit PSIC-33); Low Impact Development Incentives (Exhibit PSIC-36); and Water Conservation Incentives (Exhibit PSIC-37).*
Unique Conditions	Project conditions or sustainability measures that are not included in Exhibit PSIC-32 but provide substantial public benefit.

2. Rebate Process

i. Development permits are submitted to the City consistent with all local requirements, including payment of the full cost of all permit fees pursuant to the Bremerton Municipal Code.

ii. Within 6 months of issuance of the final certificate of occupancy, the applicant submits a rebate checklist to the City, demonstrating that the aforementioned review criteria have been satisfied and requesting a building permit fee rebate.

iii. The Director will administratively review the rebate checklist subject to the aforementioned criteria and determine the appropriate rebate.

iv. The City will notify the applicant of the rebate decision and provide the rebate in a timely manner.

5.040 Site Development and Building Design Measures

a. The purpose of this section is to provide measures that promote compact, efficient development that maximizes the return on infrastructure investment and reduces vehicle miles traveled (VMT) consistent with Land Use Goal LU1 and related policies.

Exhibit PSIC-33: Site Development and Building Design Measures and Points

Standard	Description	Points
Access to Open Space	Project sets aside open space equal to at least 2% of the gross floor area of all structures for use by employees and visitors.	5 points

Standard	Description	Points
Connections to Existing Road Infrastructure	Site design for new development is configured in such a way as to allow future businesses and site occupants shared access to roads within or contiguous to the development site.	5 points
Supports and Serves Local Business	Land use is manufacturing, storage, or support retail and service uses that primarily serve customers located within Kitsap or Mason Counties or are directly related to the Puget Sound Naval Shipyard, Port of Bremerton operations, Naval Base Kitsap, or any other business that is already located within Kitsap or Mason Counties. NOTE: The applicant must provide sales or ownership documentation to receive 10 points.	5 Points. 10 points if the business is directly related to (subsidiary of or more than 50% of gross sales to) an existing business within the Bremerton City Limits.
Support Retail and Service Uses	Allow space for support retail and service uses in development clusters with more than 100,000 sq. ft. of floor space that consist of at least 60% industrial uses. The total square footage of support retail and services shall not exceed 20,000 sq. ft. or 10% of the total development cluster building space, whichever is less.	5 Points for one local service or retail use. 10 Points for two or more.
Shared access	Shared access driveway is provided and designed to serve two or more development sites (one may be a future site), a joint tenant building is provided on a site, or the project is located within a multi-tenant industrial park.	5 Points
Shared Parking	Shared parking is provided that serves two or more tenants. No additional parking outside of the shared lot(s) may be provided. Shared parking lots shall be located within a 1,200 foot radius of the front door of the building. ~~Number of parking stalls is no more than 50% greater than minimum requirement in Section C.4.040(c).~~	5 points
Shared Loading/ Service Court	Shared or consolidated loading areas are provided in a central service court or other location that is screened from public view.	5 Points
Job Density	Minimum of 10 jobs per acre employment density.	10 points
Innovative Measures	Points shall be awarded on a case-by-case basis, upon approval of the Director, to sustainable measures that are proven to promote compact, efficient development that maximizes the return on infrastructure investment and reduces VMT.	5 points per measure; no limit on the number of measures awarded points in this category

Proposed with Ord. 5513

4.2 Existing Policies & Regulations

4.2.010 Bremerton Comprehensive Plan

The City of Bremerton's Comprehensive Plan is the community's vision for Bremerton over the next 20 years (2016-2036). The Comprehensive Plan's land use strategy envisions Bremerton as a vital, economically strong, and desirable place to live and work. Called the Centers Concept, this strategy intends to capitalize on new demographic trends and opportunities. The Comprehensive Plan envisions the City's communities and established neighborhoods to have a distinctive focus, yet walkable and well connected to each other. See Exhibit 3.

The following policies implement this land use strategy.

> *LU1(A): Designate neighborhoods, communities, and centers throughout the City and encourage the implementation of design guidelines for new development and redevelopment that complement the designated purpose and scale.*
> *LU4(B): Provide multimodal options and standards that have connectivity throughout the City, especially linking centers and neighborhoods for all modes of transportation.*

In addition, the Plan identifies five types of centers, and center policies applicable to all centers. These include the following:

> *LU1-Cen(A): Development regulations should encourage pedestrian oriented mixed-use design in Centers and address such issues as: (1) Locating buildings or features in the core of the Center at sidewalk edge, (2) Providing windows and other architectural features that foster pedestrian interest along street fronts, (3) Adopting sign standards that reflect pedestrian scale, (4) Encouraging and/or requiring architectural features that are of a scale and type appropriate for viewing by pedestrians at the building front and immediately nearby, and (5) Development projects should be encouraged to provide amenities such as street furniture, street trees, small public spaces and plazas, etc.*
>
> *LU1-Cen(B): Provide for advanced utility planning to offer upgraded, ready-to-serve services for development designed to achieve maximum density.*
>
> *LU1-Cen(C): Building facades shall utilize architectural features that provide for horizontal and vertical modulation.*
>
> *LU1-Cen(D): Alternative circulation for automobiles should be provided as much as possible with consideration for freight circulation for local businesses. The goals of alternative circulation designs should include: (1) reducing traffic in pedestrian oriented core of the Center, and (2) placing parking away from the street.*
>
> *LU1-Cen(E): Consider the existing built environment when creating development*

regulations.

Proposed with Ord. 5513

~~*LU1-Cen(F): Implement parking ratios that reflect the least amount of spaces required for development approval where transportation options other than the automobile are available to serve travel needs.*~~

LU1-Cen(F) Implement parking standards that prioritize Active Transportation, public transit, housing and community uses, rather than expansion of an automobile-based built environment.

LU2-Cen(A): Pre-qualify key areas and sites for environmental permitting through such tools as subarea plans and related programmatic Environmental Impact Statement's. Work toward enabling development in Centers to proceed as a Planned Action under the State Environmental Protection Act (SEPA) including coordination with the local tribal government for protection of treaty cultural and natural resources.

LU2-Cen(B): Coordinate with Kitsap Transit to provide transit access to centers.

LU2-Cen(C): Provide incentives and flexibility that encourage and enable development in Centers, including alternative parking options like payment in lieu of parking spaces.

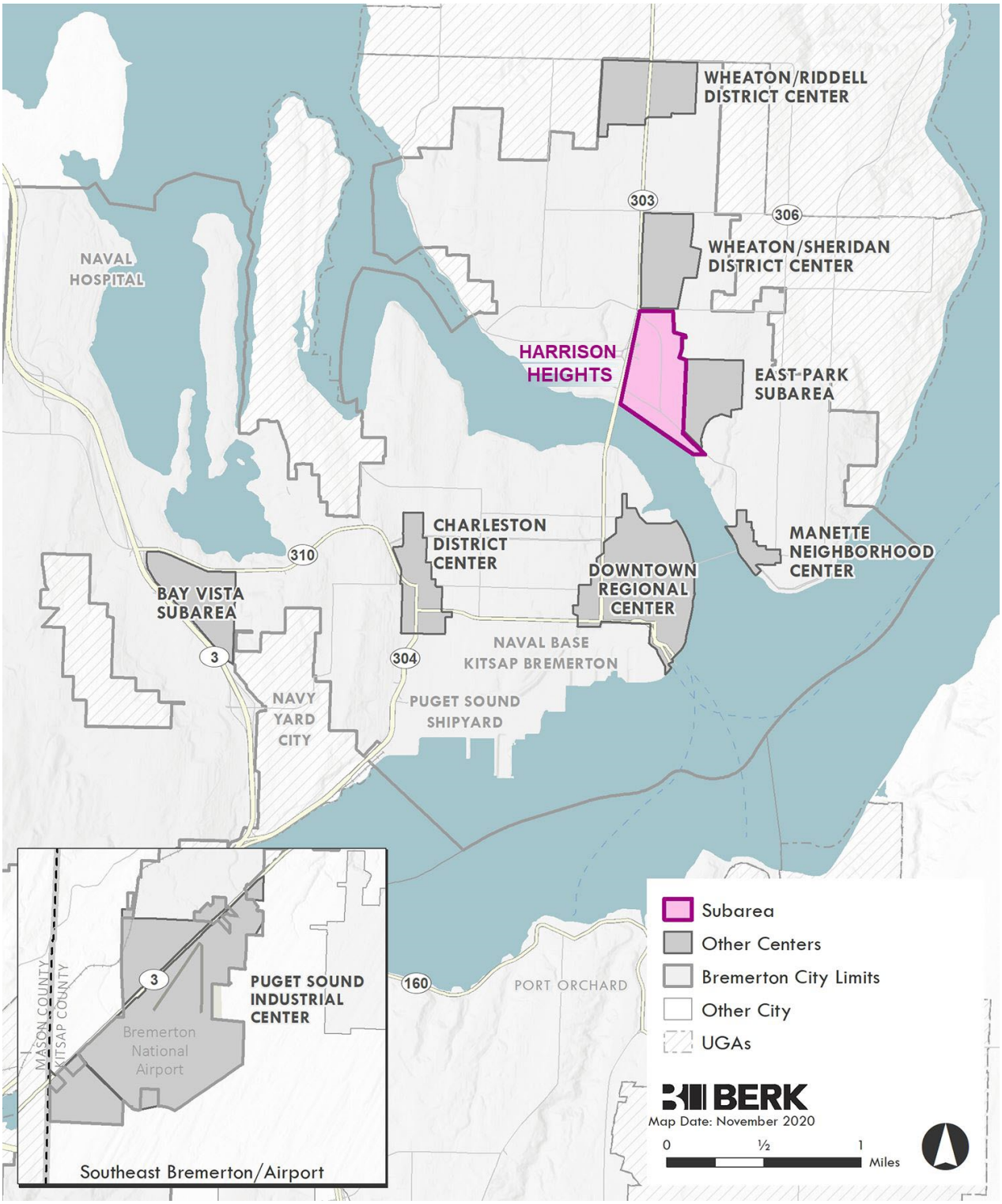
LU3-Cen(A): Provide recreation opportunities within centers including access to the shoreline.

LU4-Cen(A): Improve and provide for walkability, and other nonmotorized transportation routes throughout Centers and provide links between the centers and neighborhoods.

The Comprehensive Plan also includes a policy specific to the Eastside Employment Center (now called Harrison Heights)

LU2-EC(A): Provide flexibility in the setback, height, density, building footprint, and lot area development regulations to encourage redevelopment of this area and promote use of Low Impact Development (LID) techniques and Best Management Practices (BMPs).

Exhibit 3. Bremerton Comprehensive Plan Centers, 2019



Source: City of Bremerton, 2019; Kitsap County, 2019; BERK, 2020.

5.3.030 Multi-Use (MU) zone

5.3.030(A) Intent

The intent of the Multi-Use zone is to allow a range of commercial, office, residential and retail uses with improved non- motorized connections and amenities. In this zone, allowed uses and standards provide sites with maximum development flexibility to be single-purpose employment uses, residential uses, or uses mixed in a horizontal or vertical format. The development of building types will have a clear relationship to the street to promote activity, community-wide safety, and livability. Visual prominence of surface parking or garages are contrary to the pedestrian oriented housing characteristic of this zone.

5.3.030(B) Use Standards

1) Outright permitted uses pursuant to BMC 20.70.020, with the following additions:
   (i) Light Industrial/Manufacturing
2) The following uses may be permitted, provided a conditional use permit is approved pursuant to BMC 20.58.020:
   (i) Group residential facility - Class I
3) The following uses are prohibited in the Multi-Use Zone:
   (i) Heavy Industrial/Manufacturing;
   (ii) Outdoor storage, either as a primary use or accessory use;
   (iii) Warehousing/Mini-storage
   (iv) Single-family residential;
   (v) Group Residential Facility - Class II.

5.3.030(C) Development Standards

Lot development shall be in accordance with BMC 20.70.060, with the following exceptions:

1) Minimum Floor Area Ratio (FAR) of .45;
2) Maximum Building Height. Eighty (80) feet for residential uses and sixty (60) feet for nonresidential uses. For mixed uses, the building height will be based on the use that occupies the majority of the structure (not including structured parking).
3) Minimum Density. The minimum required density is fifteen (15) dwellings per acre
4) Common and private open space per Harrison Heights Subarea Plan section 5.3.040;
5) Crime Prevention through Environmental Design section 5.3.050.
6) Mixed-use requirements per BMC 20.70.060(h) & BMC 20.70.070(a)(6) shall only apply within the boundaries of the Multi-Use Commercial Core Overlay;
7) Minimum twelve (12) feet floor to ceiling height at ground floor shall apply within the boundaries of the Multi-Use Commercial Core Overlay;

5.3.030(D) Design Standards

Design standards shall be applied to all new structures and redeveloped structures in accordance with BMC 20.70.070. Additionally, new structures and expansions of existing structures shall demonstrate considerations taken to orient the project toward the Bridge-to-Bridge trail, waterfront, or other public gathering space recognized by the Director. This may be accomplished through architecture, site design, public art, or other features accepted by the Director.

Proposed with Ord. 5513

5.3.030(E) Parking Requirements, pursuant to BMC 20.70.080~~, with the following exceptions~~:

~~1) Minimum Required Spaces~~
~~(i) Senior Housing Complex .5 spaces per unit~~
~~(ii) Assisted Living .33 spaces~~ per unit
~~(iii) Nonresidential 1 space per 1,000 gross square feet~~
~~(iv) Ground floor commercial space is exempt from off-street parking requirements for the first 3,000 gross square feet~~
~~2) Parking Reductions may be permitted per BMC 20.48.100.~~

5.3.030(F) Landscape Requirements pursuant to BMC 20.50

5.3.030(G) Sign Standards pursuant to BMC 20.52

Introduction

The development standards will set the zoning regulations for the East Park development. This section will illustrate lot standards, approximate open space locations and road standards. The intention of the standards is to provide a framework that guides this development into a successful neighborhood that will provide a mixture of compatible housing types. It becomes essential for all design elements such as; uses, setbacks, height, bulk, open spaces, and circulation to coexist and complement each other.

Each sub area development zone; low, medium, high and mixed use will allow a variety of product types. The development standards illustrate multiple design examples within each zone. The variation within a zone is driven by topography, relationship to open space, emergency vehicle access, and building scale. In short, one lot standard for each zone is not enough to allow diversity and meet the Comprehensive Planning goals.

General Development Standards

Building Separation
Where building separation requirements exist, the separation shall be the average, however in no case shall it be less than the required side yards combined.

Accessary Dwelling Units (ADUs)

- Entrance may be on any facade including that of the principal structure.
- ~~No parking requirement for 1 bedroom or less~~
- ~~One off street parking stall required for two or more bedrooms.~~
- Not included in maximum density requirements.
- Carriage units maximum garage structure shall be limited to 1,100 sq ft when serving a remote residential unit.
- The maximum area of all accessory structures exclude attached and detached garages.
- Maximum height of attached or detached carriage units shall not exceed the height limit of the zone.

Proposed with Ord. 5513

Open Space

- Where use easements exist, required open space may include the area on the adjacent lot covered by the use easement.
- The open spaces shall be maintained by a homeowners association
- All landscape features and bioswales within the public ways shall be maintained by a homeowners association.
- Prior to construction, all significant trees within the 'open space' designation affected by construction activities shall be evaluated by a certified arborist. The arborist shall prepare a report and clearly outline necessary steps to ensure survival of healthy significant trees during and after construction.
- Wildlife corridors shall be planted and maintained appropriately for wildlife habitat in accordance with a wildlife biologist or the best available scientific evidence supporting the actions taken.

Signage
Per section BMC 20.52 with the following exceptions:

- Mixed Use areas shall comply with Commercial District Requirements BMC 20.52.100
- All other areas shall comply with residential requirements BMC 20.52.120

Fencing
Per BMC 20.46.020 with the following exceptions:

- Cyclone fencing not allowed except for dog runs of a maximum of 72 sq ft

and screened from adjoining property.
- Front yard fencing a maximum height of 42 inches with a minimum of 25% open.
- 6 ft. high fence allowed in secondary frontage with 50% open above 42 inches.

Accessary Structures
Per BMC 20.44.060

Proposed with Ord. 5513

Parking
Per East Park Development Standards
- Loading space is not required for non-residential uses under 2500 sq ft.
- Maximum allowed garage structure limited to 1100 sq ft.

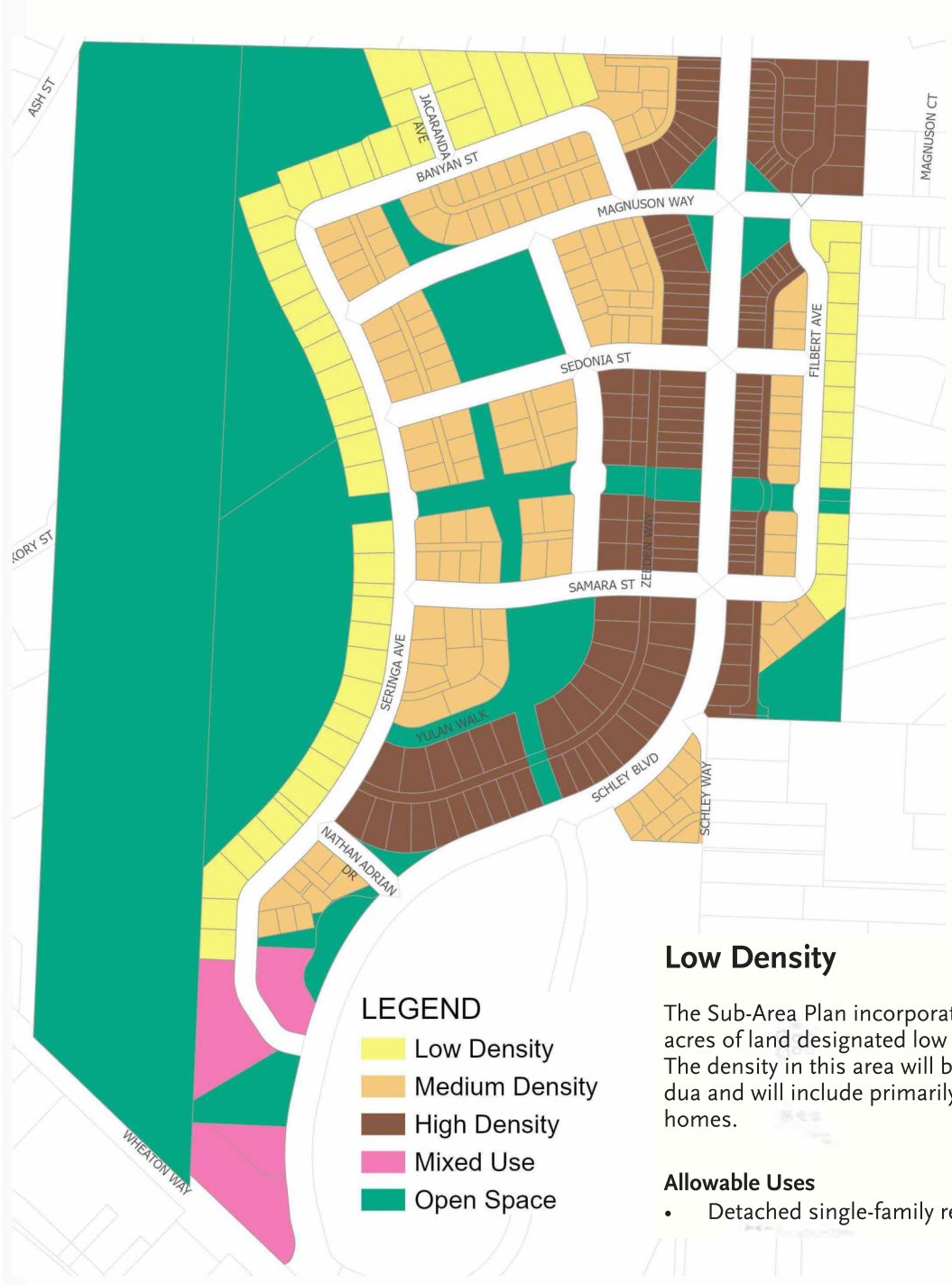
Trash and Recycling Collection
- Residential curb side collection for all attached and detached single family housing.
- If collection area is established it shall be screened from the public realm by a minimum 5 ft wide landscape buffer.

Mailboxes
- Individual "door slot" delivery is preferred, which is the common delivery method for Manette. If delivered mail box kiosks are used, they shall conform to architectural character of neighborhood structures.

Fire Systems
- Some of the road width standards presented in the plan are reductions in that required by the International Fire Code and the BMC. All residential struc tures that are accessed from reduced width fire apparatus access roadways in the project area shall be equiped through out with a fire sprinkler system.

Low Density

Presuppose New map adopted with Ord. 5512



Low Density

The Sub-Area Plan incorporates approximately 7 acres of land designated low density single family. The density in this area will be a maximum of 12 dua and will include primarily larger single family homes.

Allowable Uses

- Detached single-family residences

Low Density

Traditional Single Family Lot

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 60% **development coverage** - 70%	**minimum lot size** - 3600 sq ft **minimum lot width** - 50' **minimum lot depth** - 60' **street setback** - 5' minimum **side setback** - 4' minimum **rear setback**- 10 ' minimum **open space** - 400 sq ft ~~**parking** - 2 stalls~~	- Street facing garage limited to 50% of building width. - Minimum 18' setback to garage doors.

Proposed with Ord. 5513

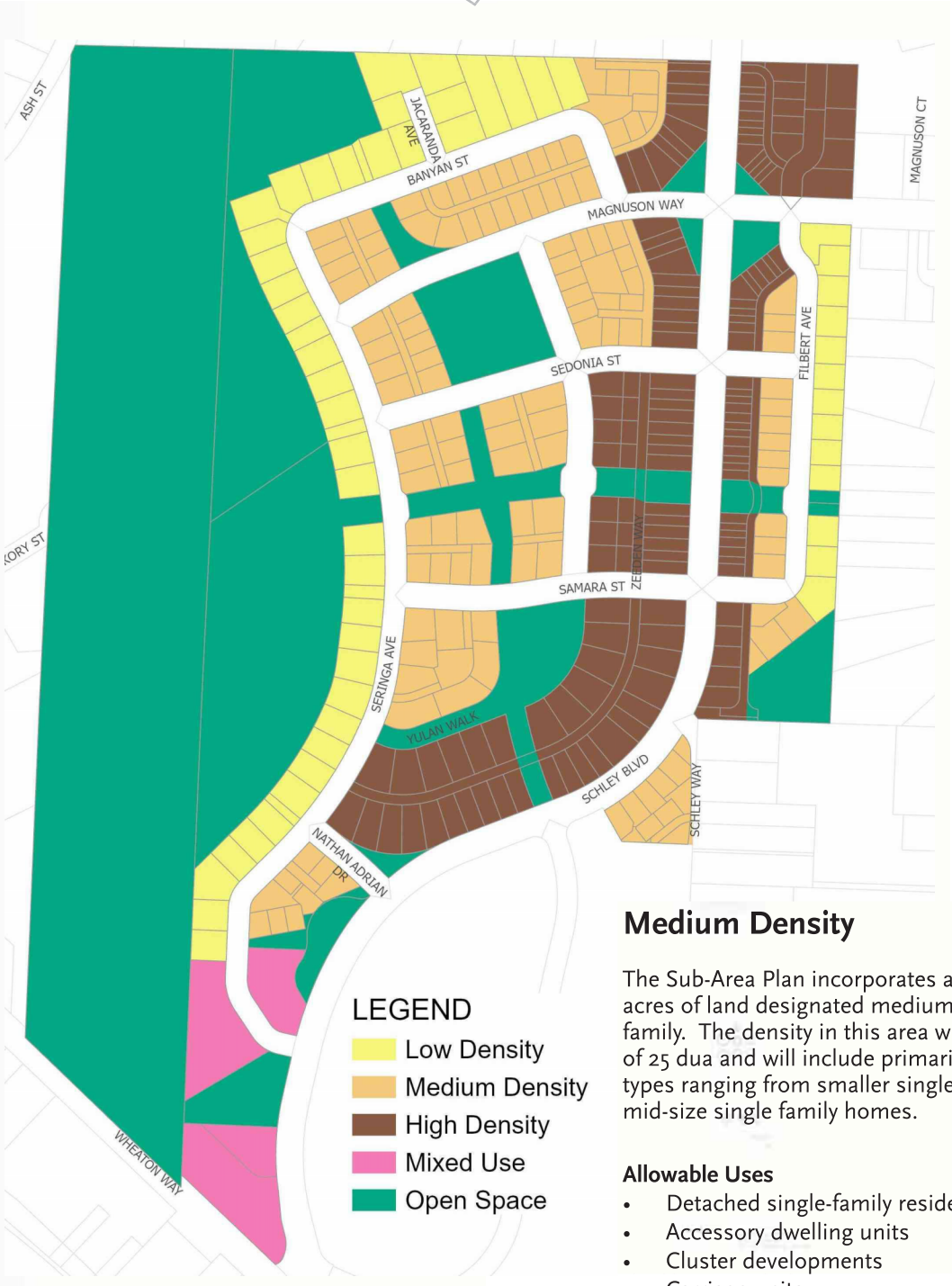
Traditional Single Family Lot-
Side Load Garage

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 60% **development coverage** - 70%	**minimum lot size** - 3600 sq ft **minimum lot width** - 50' **minimum lot depth** - 60' **street setback** - 5' minimum **side setback** - 4' minimum **rear setback**- 10 ' minimum **open space** - 400 sq ft ~~**parking** - 2 stalls~~	- Street facing garage limited to 50% of building width. - Minimum 18' setback to garage doors.

Proposed with Ord. 5513

Medium Density

Presuppose New map adopted with Ord. 5512



Medium Density

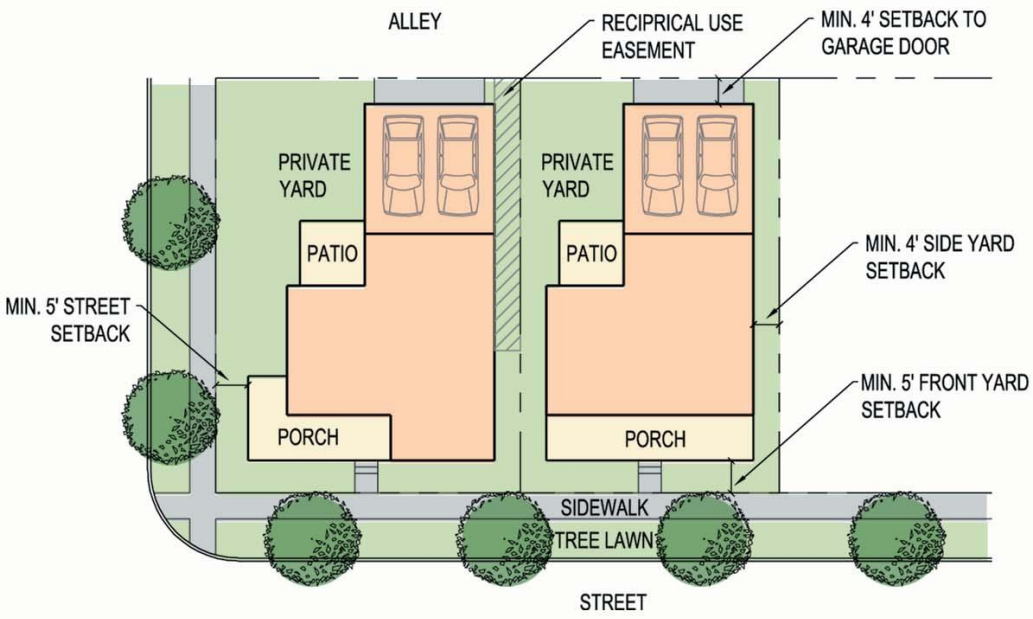
The Sub-Area Plan incorporates approximately 14 acres of land designated medium density single family. The density in this area will be a maximum of 25 dua and will include primarily compatible unit types ranging from smaller single family homes to mid-size single family homes.

Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units

Medium Density

Single Family Alley Lot



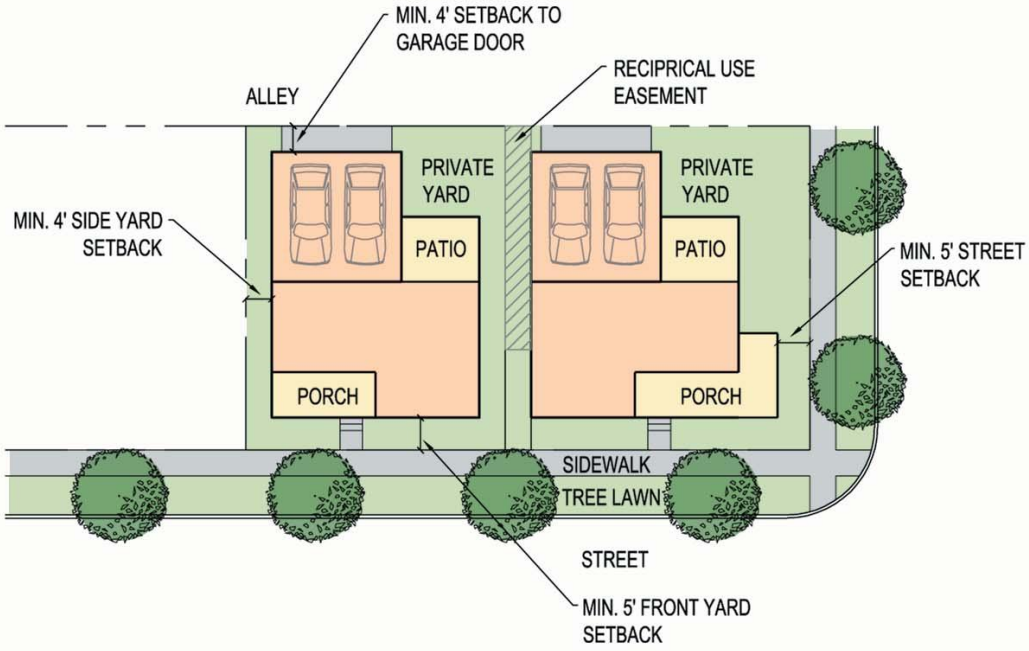
Development Standards

maximum building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75 %	**minimum lot size -** 2000 sq ft **minimum lot width -** 34' **minimum lot depth -** 60' open space- 300 sq ft **street** setback- 5' minimum **rear** setback- 0' minimum at alley and 4' minimum to garage door **side setback** - 4' minimum ~~**parking** - 2 stalls~~	

Proposed with Ord. 5513

Medium Density

Single Family Lot with Basement Garage



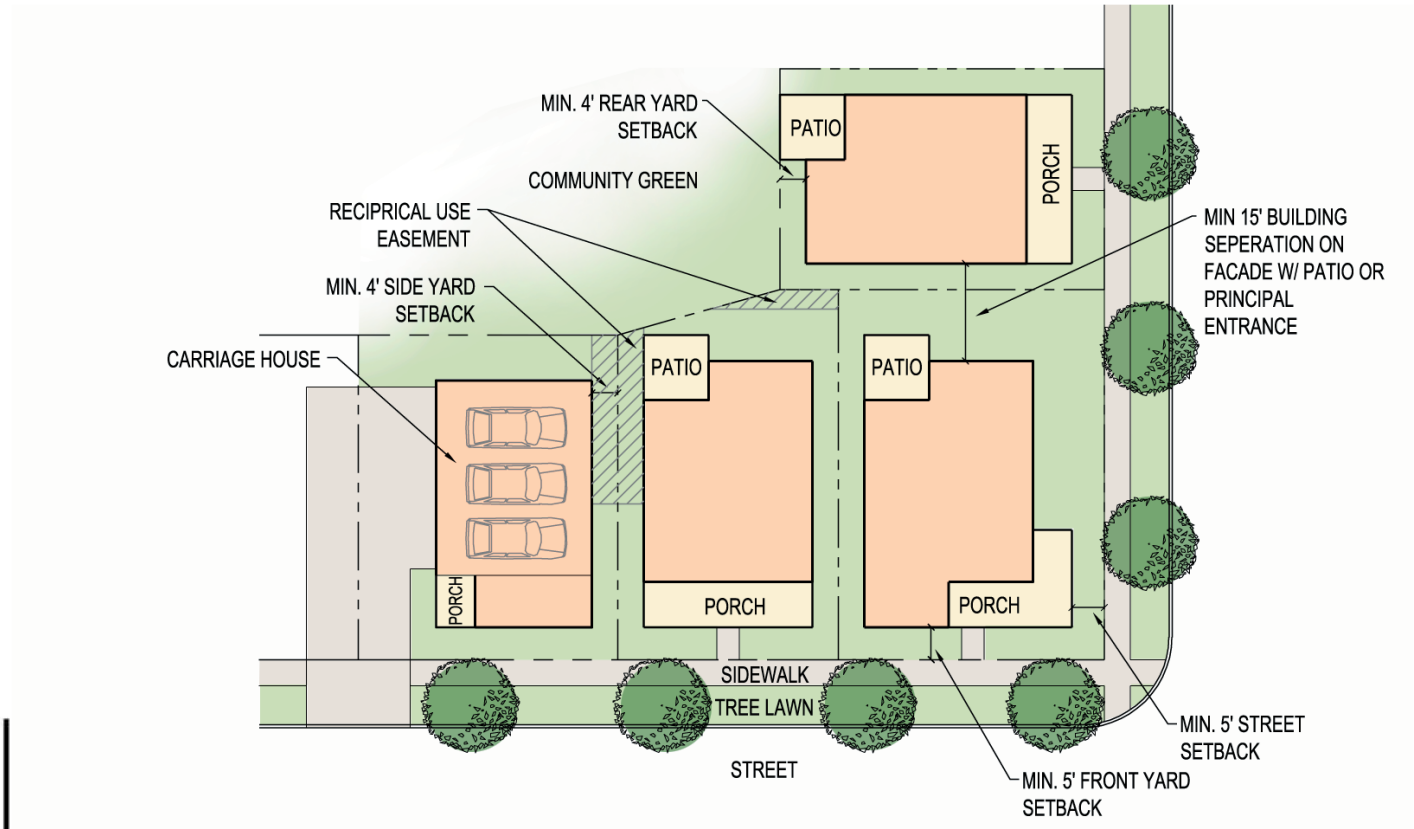
building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75%	**minimum lot size -** 1700 sq ft **minimum lot width -** 34' **minimum lot depth -** 50' **street setback** - 5' minimum **side** setback- 4' minimum **rear setback** - 0' minimum at alley and 4' to garage door **open space** - 300 sq ft ~~**parking** - 2 spaces~~	

Proposed with Ord. 5513

Development Standards

Medium Density

Cluster Development Lot



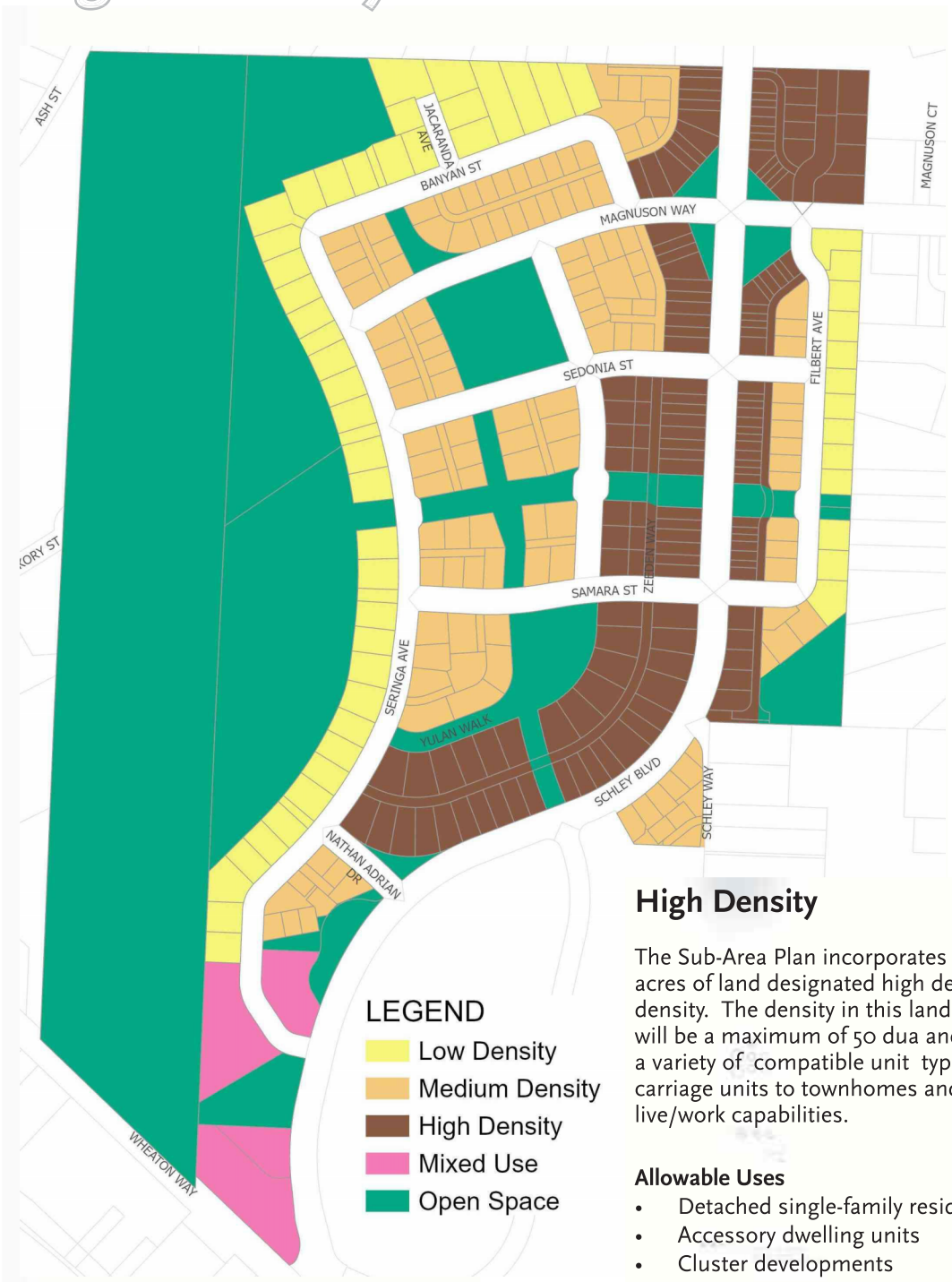
Development Standards

building mass	lot requirements	additional standards
building height - 35' measured from average finished grade to average roof height **building coverage** - 70% **development coverage** - 75%	**minimum lot size** - 1700 sq ft **minimum lot width** - 34' **minimum lot depth** - 50' **street setback** - 5' minimum **side** setback- 4' minimum **rear** setback- 4' minimum **open space** - 200 sq ft on lot and or common green ~~**parking**- one off street space no more than 150' from the dwelling it serves.~~	

Proposed with Ord. 5513

High Density

Presuppose New map adopted with Ord. 5512



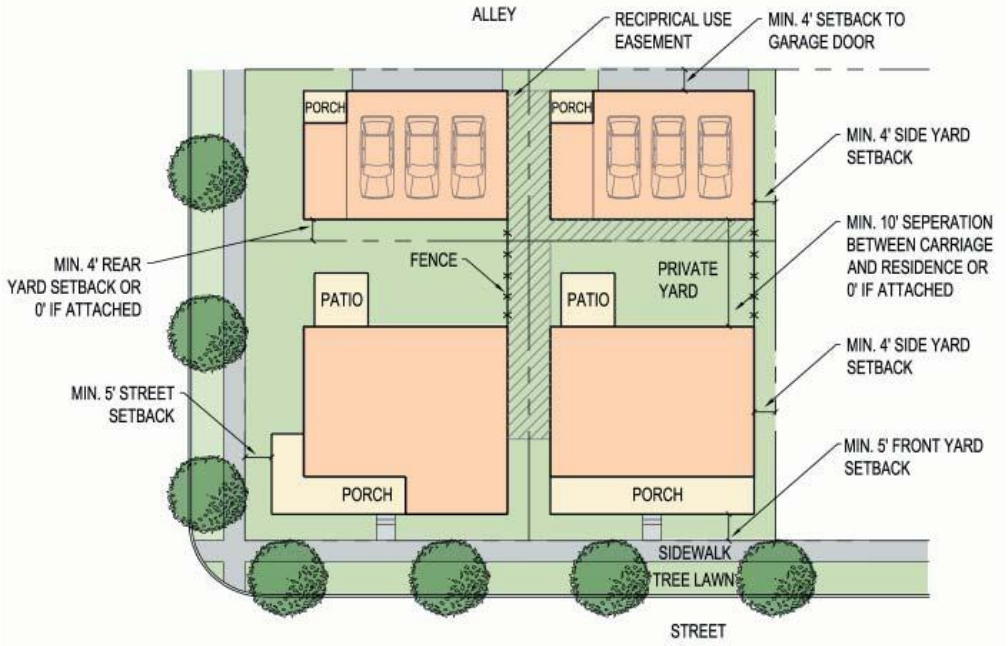
High Density

The Sub-Area Plan incorporates approximately 10 acres of land designated high density single family density. The density in this land use designation will be a maximum of 50 dua and will allow for a variety of compatible unit types ranging from carriage units to townhomes and residences with live/work capabilities.

Allowable Uses

- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

Single Family Lot with Carriage Garage

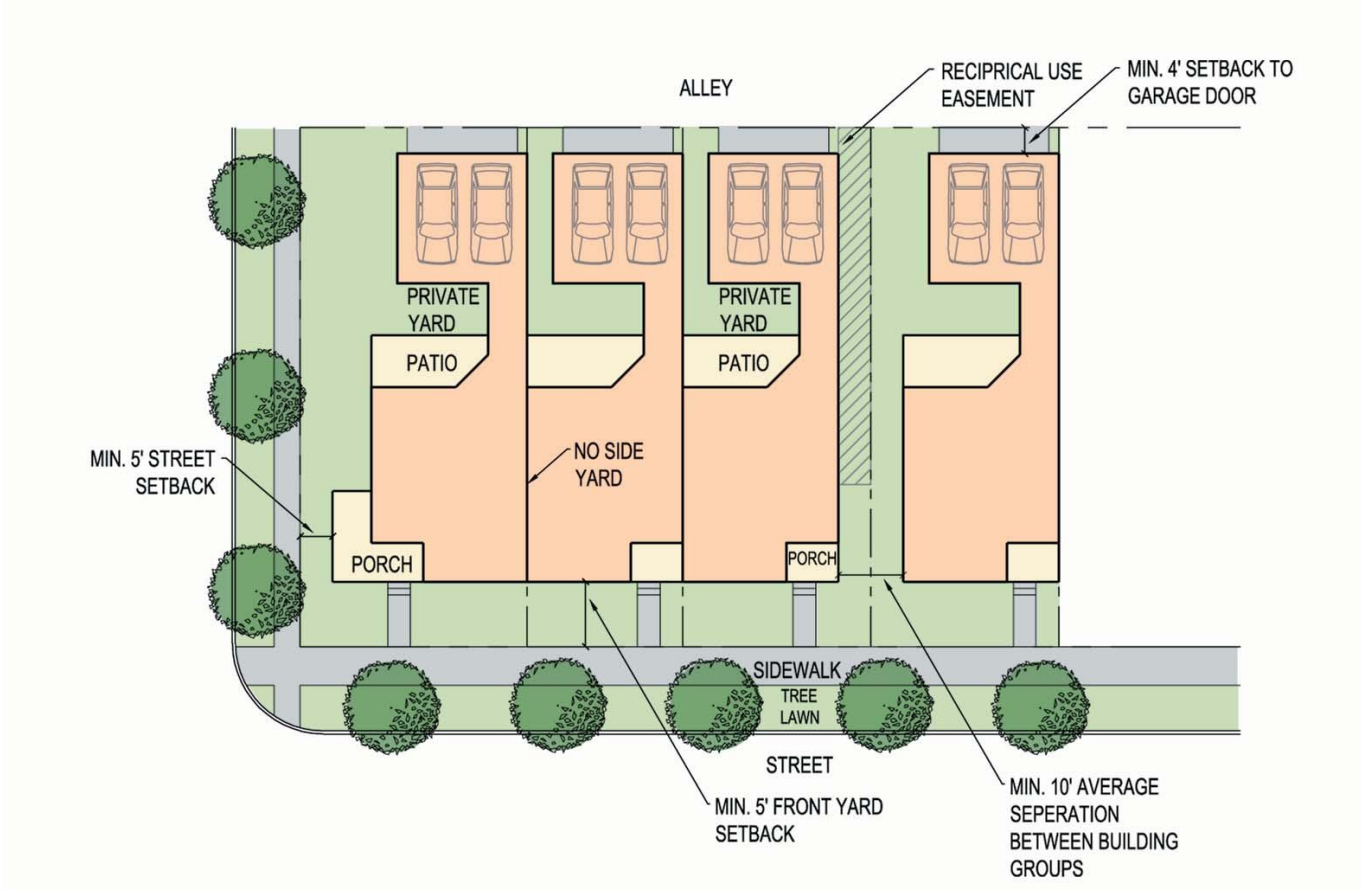


building mass	lot requirements	additional standards
• *residential lot* **building height** - 35' measured from average finished grade to average roof height **building coverage** - 75% **development coverage**- 85% • *carriage lot* **building height** - 35' measured from average finished grade to average roof height **building coverage**- 80% **development coverage**- 90%	• *residential lot* **minimum lot size -** 2,500 sq ft **minimum lot width -** 46' **minimum lot depth -** 56' **street setback** - 5' minimum **side** setback- 4' minimum **rear** setback- 0' minimum to alley and 4' to garage door ~~**parking** - 2 stalls~~ **open space** - 300 sq ft • *carriage lot:* **minimum lot size** - 850 sq ft **minimum lot width** - 32' **minimum lot depth** - 28' **street setback** - 5' min **side setback** - 4' minimum or 0' if attached **rear setback** - 0' minimum to alley and 4' to garage door ~~**parking**- 1 stall~~ **open space** - 0 sq ft	

Proposed with Ord. 5513

High Density

Townhome Lot



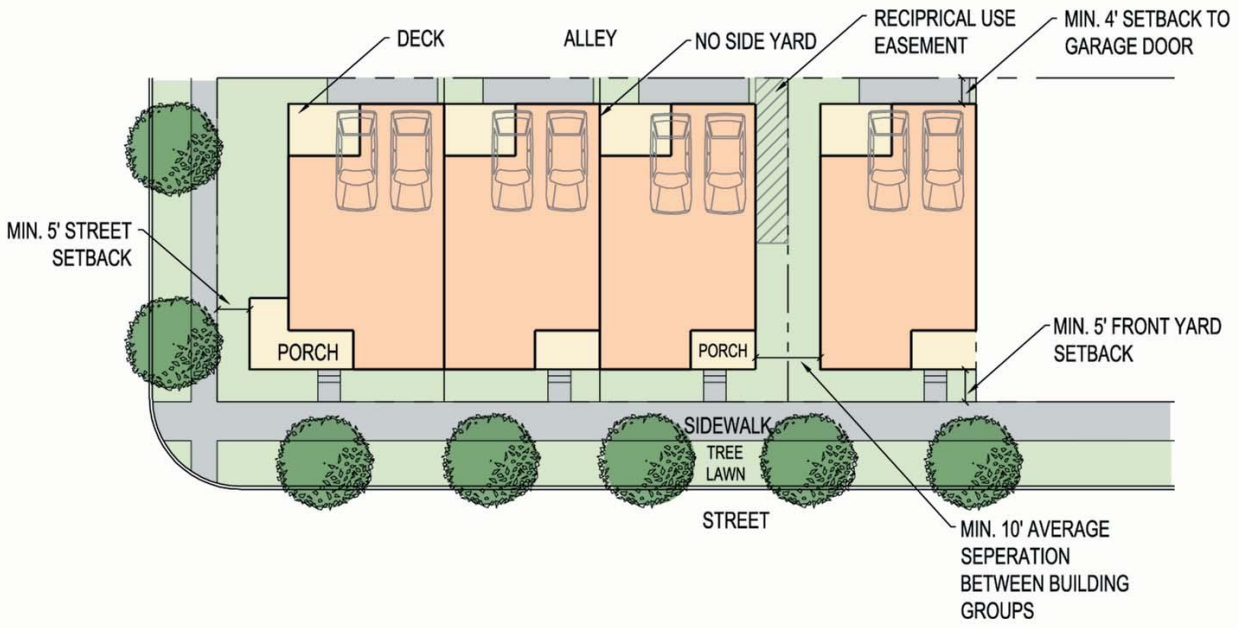
Proposed with Ord. 5513

building mass	lot requirements	additional standards
building height - 40' measured from average finished grade to average roof height **building coverage** - 80% **development coverage** - 90%	**minimum lot size** - 1500 sq ft **minimum lot width** - 20' **minimum lot depth** - 78' **street** setback- 5' minimum **side** setback- 4' minimum or attached **rear** setback- 0' minimum to alley and 4' to garage door **open space** - 200 sq ft ~~**parking** - 2 stalls~~	

Development Standards

High Density

Townhome with Basement Garage Lot



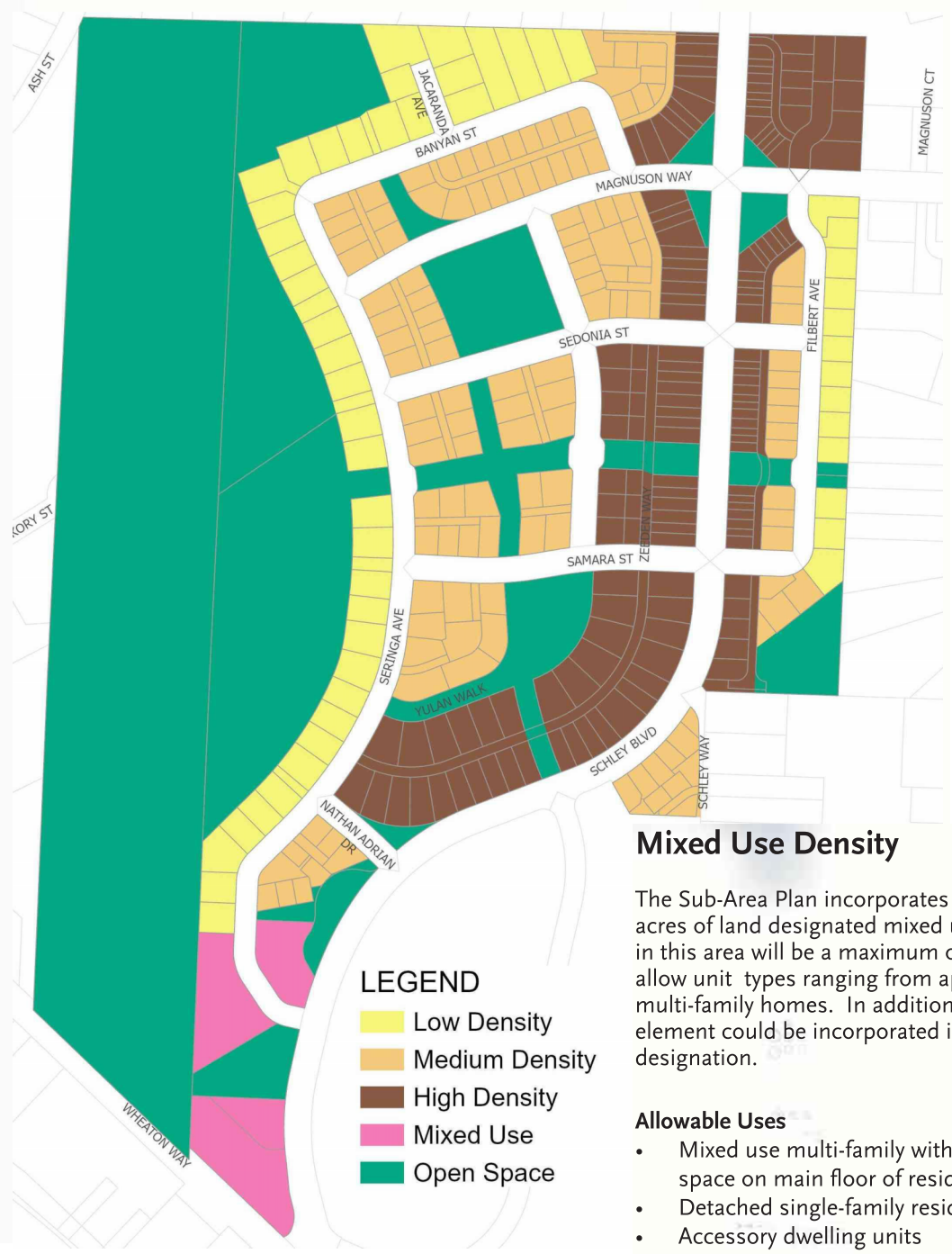
Development Standards

building mass	lot requirements	additional standards
building height - 40' measured from average finished grade to average roof height **building coverage** - 95% **development coverage** - 100%	**minimum lot size** - 600 sq ft **minimum lot width** - 14' **minimum lot depth** - 44' **street setback** - 5' minimum **side** setback- 4' minimum or attached **rear** setback- 0' minimum to alley and 4' to garage door **open space** - 60 sq ft deck or porch ~~**parking** - 1 stall per unit with 2 stalls for 2 or more bedroom units~~	

Proposed with Ord. 5513

Mixed Use Density

Presuppose New map adopted with Ord. 5512



Mixed Use Density

The Sub-Area Plan incorporates approximately 4 acres of land designated mixed use. The density in this area will be a maximum of 50 dua and will allow unit types ranging from apartment to luxury multi-family homes. In addition, a commercial element could be incorporated into the mixed use designation.

Allowable Uses

- Mixed use multi-family with retail or office space on main floor of residential building
- Detached single-family residences
- Accessory dwelling units
- Cluster developments
- Carriage units
- Attached single-family residences
- Live/work units

Mixed Use Density

Mixed Use Concept on Wheaton Way

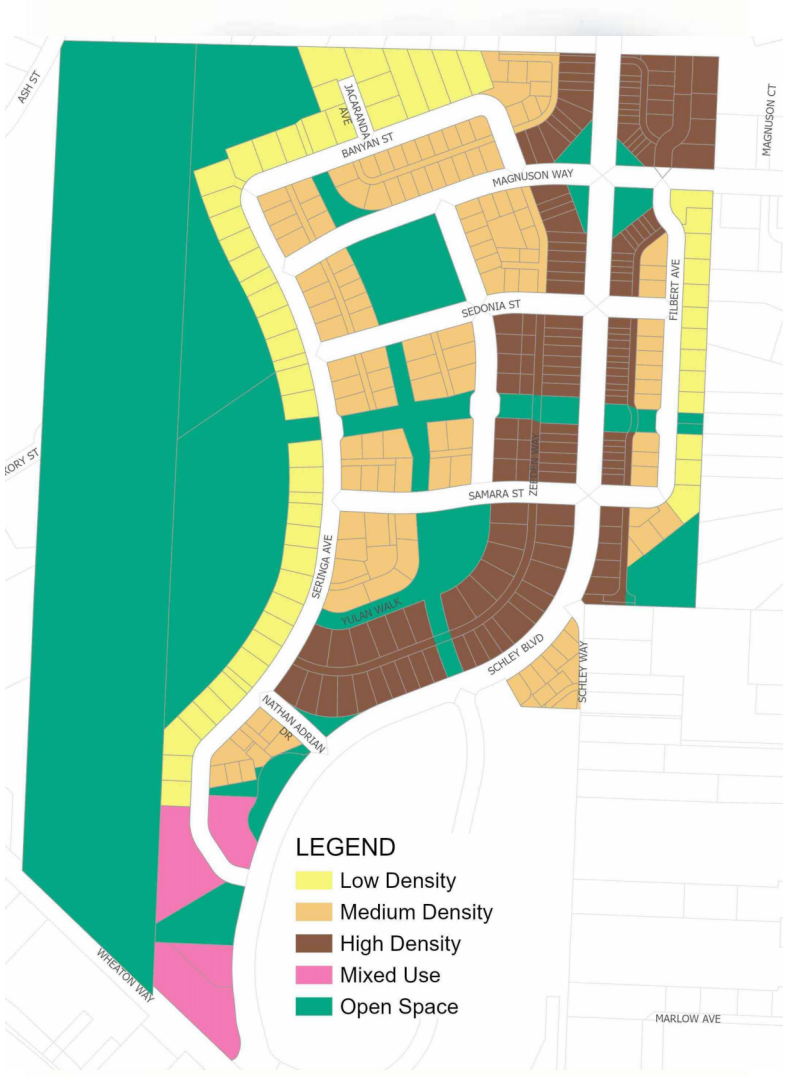
Development Standards

building mass	lot requirements	additional standards
building height - 60' measured from average finished grade to average roof height **building coverage** - 90% **development coverage** - 100%	**street setback** - 0' minimum **other** setback- 10' minimum ~~**residential parking-**~~ ~~1 per one bedroom unit~~ ~~2 per 2 or more bedroom unit~~ **open space-** 10% of site usable **general retail and office and business services parking-** 2500 sq ft exempt from parking and off street loading spaces	Retail, commercial or office space is allowed at ground level with residential uses above. Stand alone buildings of retail, commercial or office buildings are not permitted.

Proposed with Ord. 5513

Open Space

Presuppose New map adopted with Ord. 5512



Goals and Strategies:

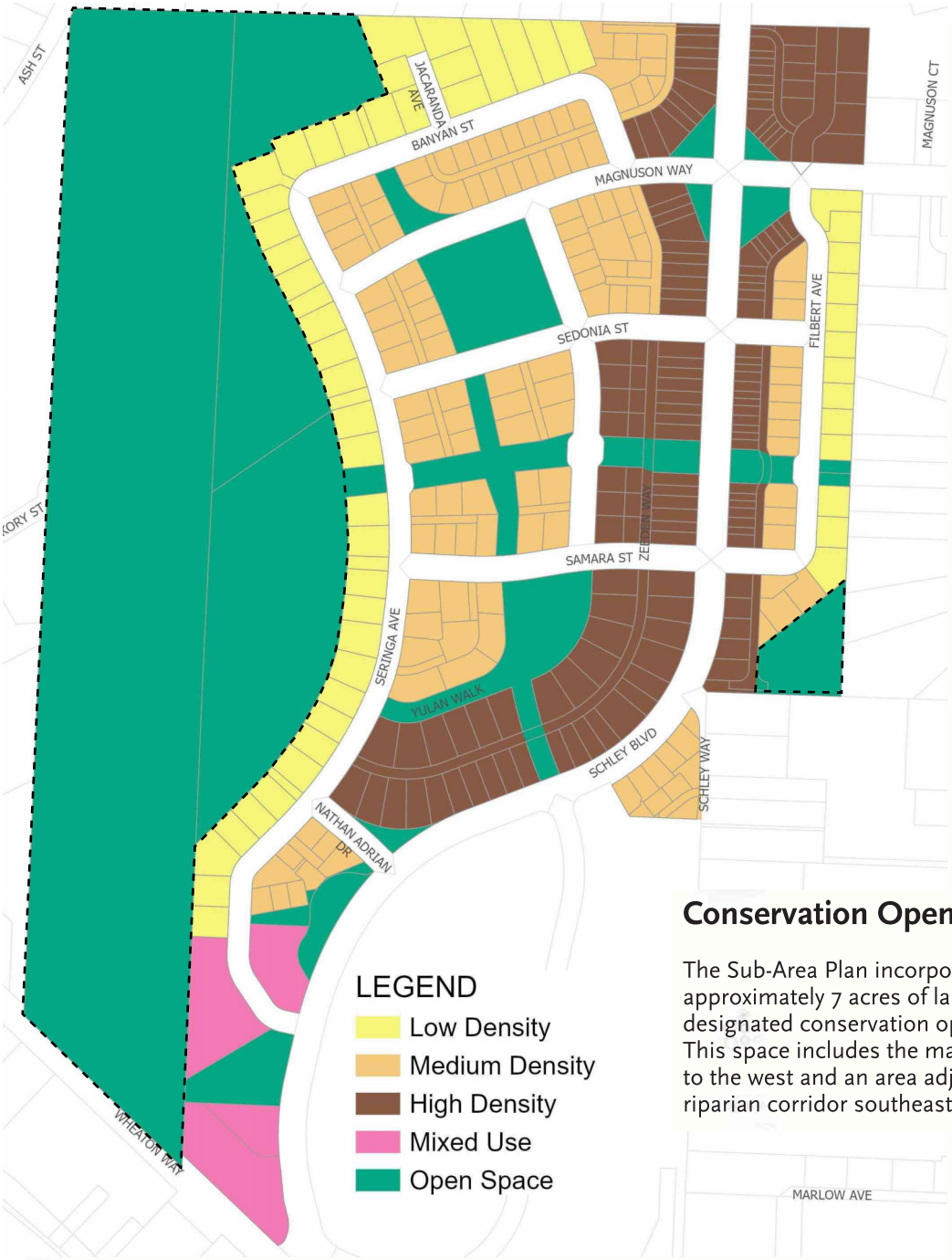
- Create a more livable and beautiful community through park and open space design. Parks will be designed to encourage and support social interaction.
- Establish a hierarchy and variety of parks and open spaces for a variety of age groups such as conservation areas, neighborhood parks, active parks, trails and sitting areas under trees to meet the diverse needs of all residents.
- Design active parks to maximize use by locating areas for easy supervision – e.g. within close proximity of homes, maximizing supervision from homes and the community at large and by providing appropriate lighting.
- Build durable parks and reduce maintenance costs, using low maintenance and sustainable landscaping.
- Include porches adjacent parks to increase community interaction.
- Provide adequate sized trash and recycling bins in park areas.
- Create open spaces easily accessible to residents.
- Create public viewing areas.
- Use open spaces for water quality.
- Provide for the Urban Trail along the south portion of the site.
- Provide a functional wildlife corridor linking the Madrona Forest on the west to the Riparian Corridor on the east.

Open Space

The City of Bremerton has identified the need to increase the City's supply of parks and open space. Currently, the level of service for "local park" space is 1.48 acres per 1000 residents and an additional 2.21 acres of "open space" for a total of 3.69 acres per 1000 residents (this does not include "regional" open space). The design of the East Park Sub-Area Plan will house approximately 1100 new residents and provide approximately 25% of the entire site as open space. This will exceed Bremerton's current level of park and open space service for this neighborhood by over 270%.

Conservation Open Space

Presuppose New map adopted with Ord. 5512



Conservation Open Space

The Sub-Area Plan incorporates approximately 7 acres of land designated conservation open space. This space includes the madrona forest to the west and an area adjacent to the riparian corridor southeast of the site.

Active Open Space

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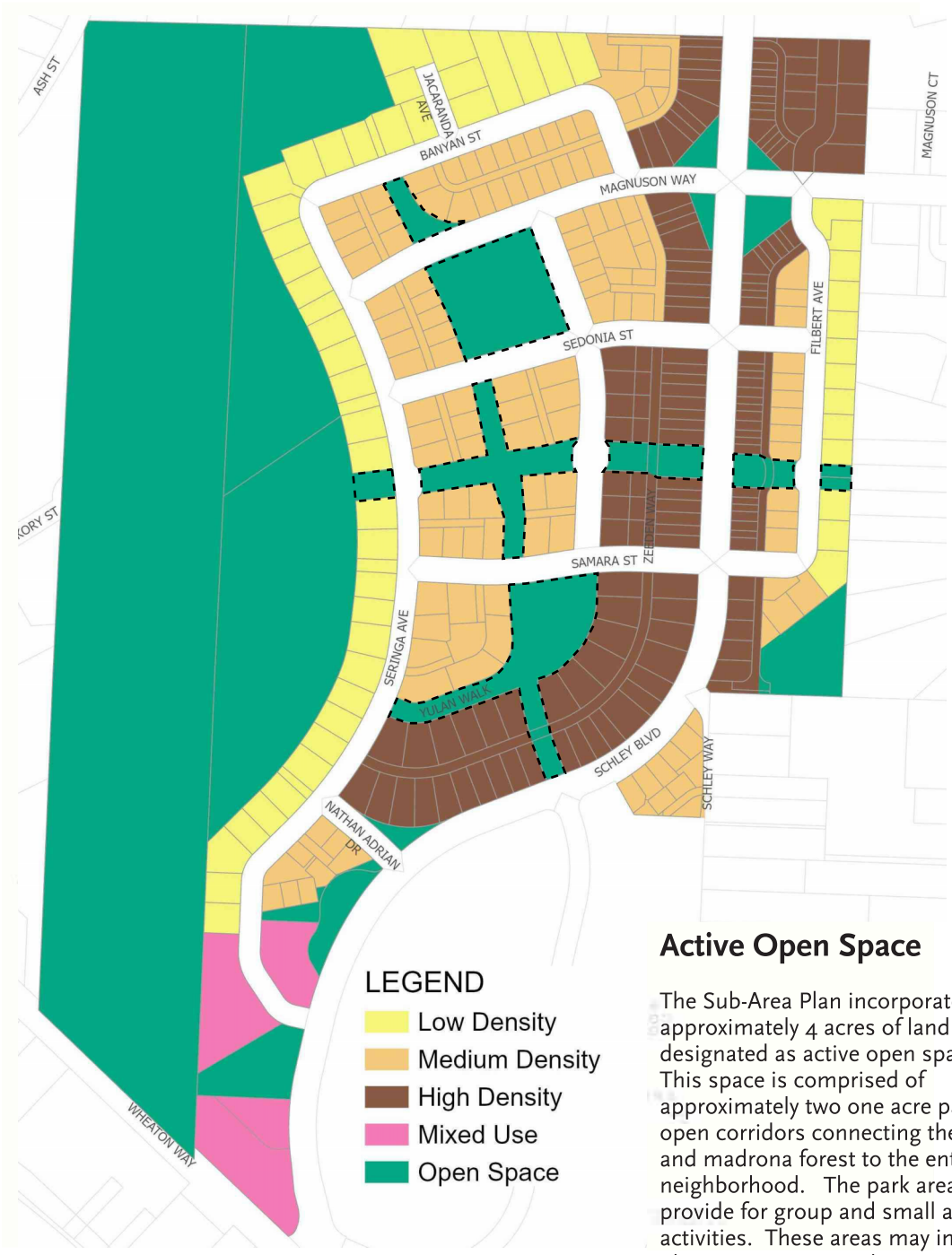
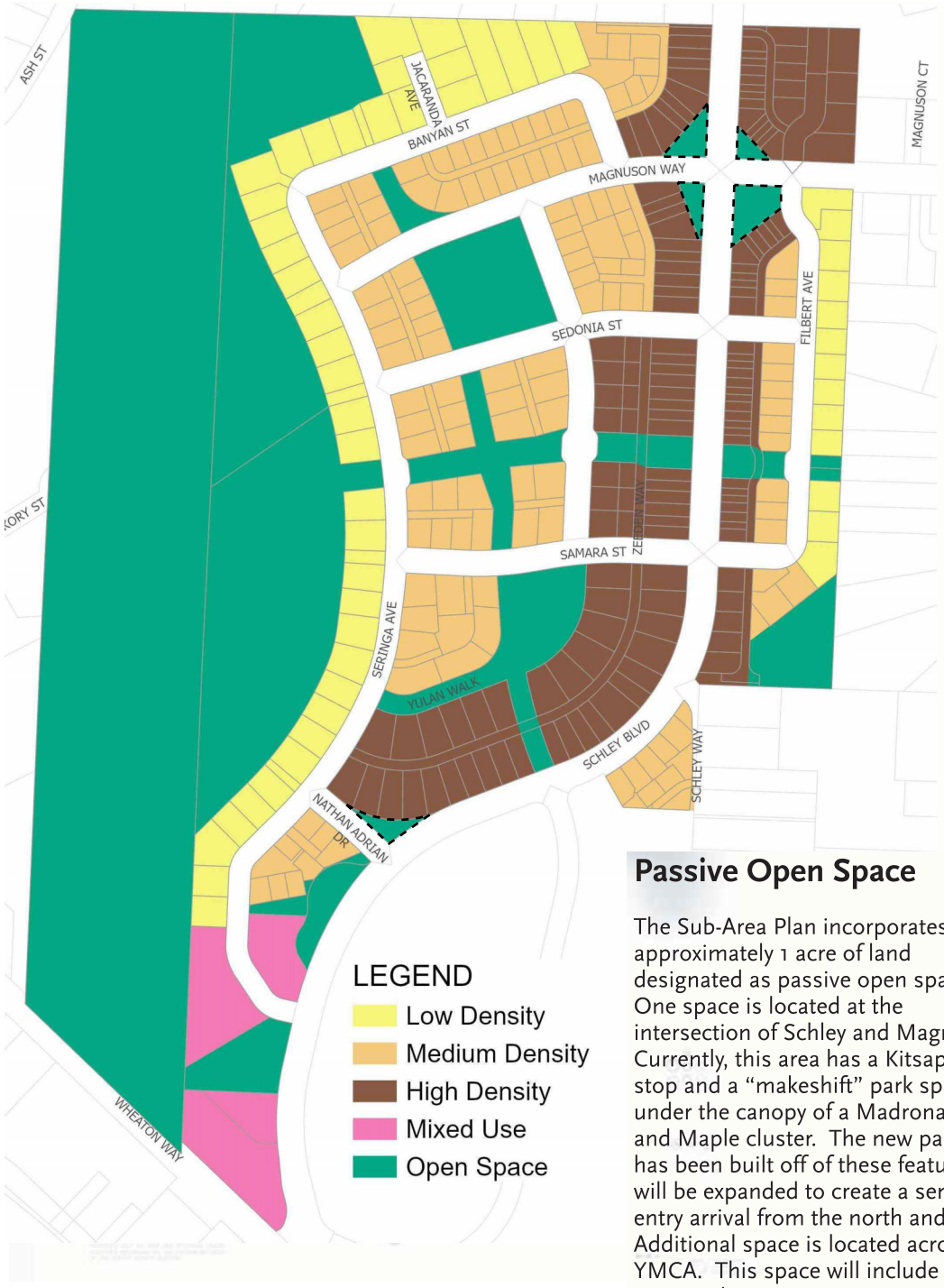


Active Open Space

The Sub-Area Plan incorporates approximately 4 acres of land designated as active open space. This space is comprised of approximately two one acre parks and open corridors connecting the YMCA and madrona forest to the entire neighborhood. The park areas should provide for group and small athletic activities. These areas may include play structures , or other recreational features.

Passive Open Space

Presuppose New map adopted with Ord. 5512

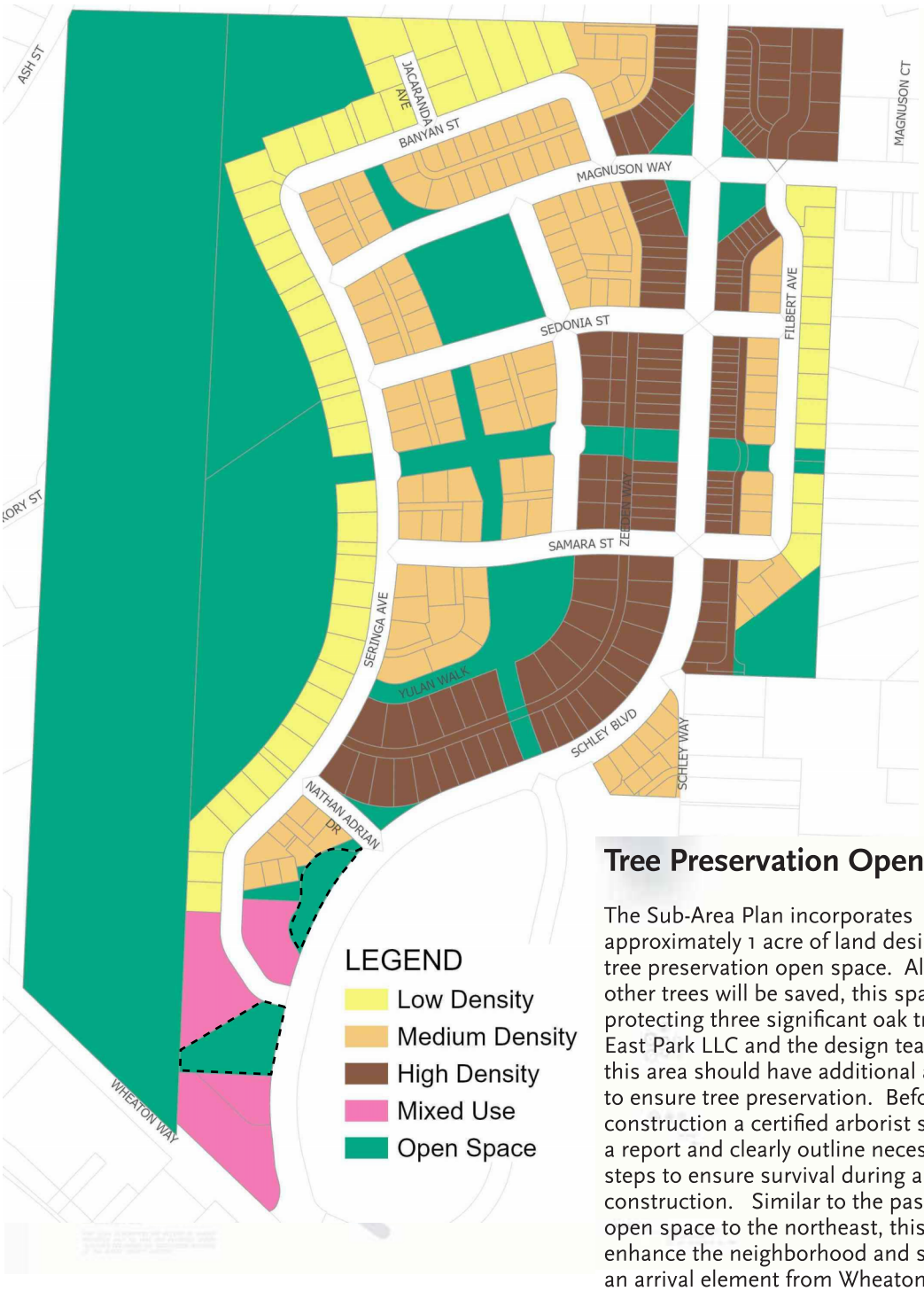


Passive Open Space

The Sub-Area Plan incorporates approximately 1 acre of land designated as passive open space. One space is located at the intersection of Schley and Magnuson. Currently, this area has a Kitsap Transit stop and a "makeshift" park space under the canopy of a Madrona, Fir, and Maple cluster. The new park space has been built off of these features and will be expanded to create a sense of entry arrival from the north and east. Additional space is located across YMCA. This space will include existing trees and viewing areas.

Tree Preservation Open Space

Presuppose New map adopted with Ord. 5512



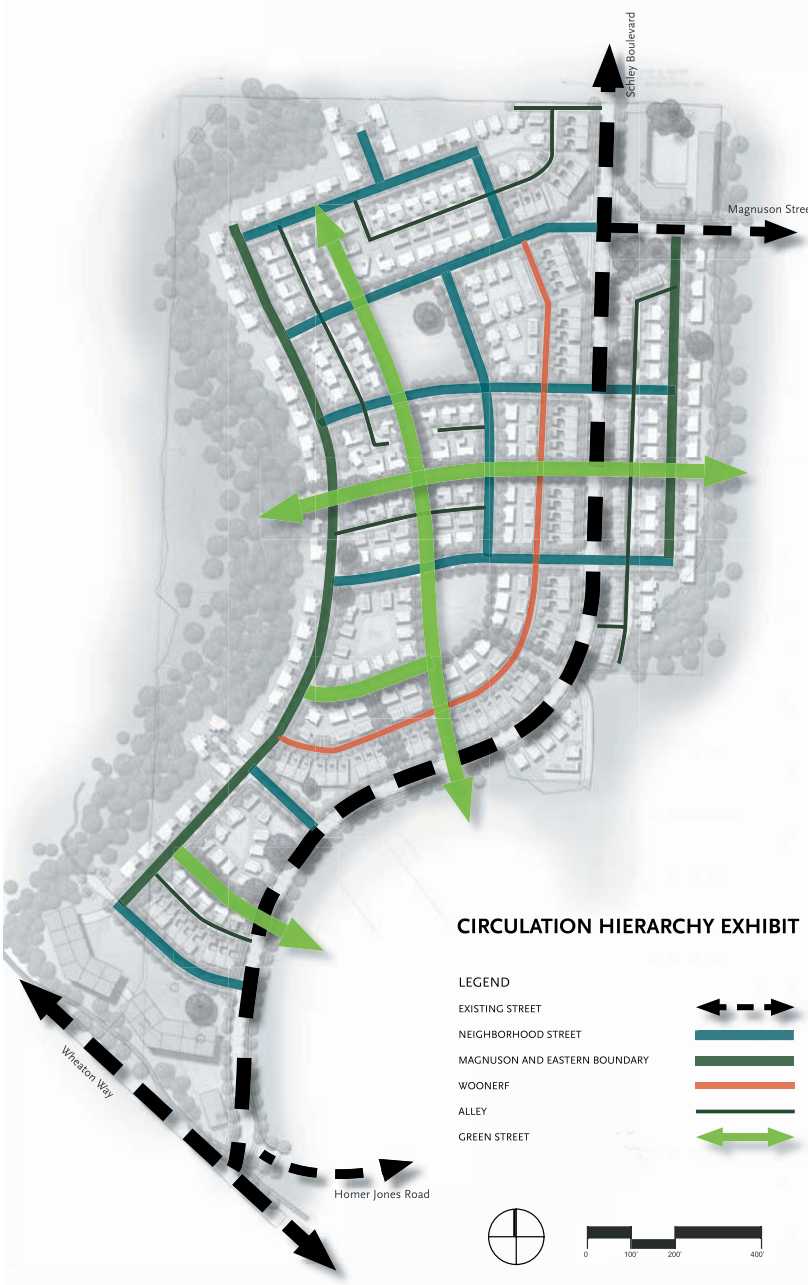
Tree Preservation Open Space

The Sub-Area Plan incorporates approximately 1 acre of land designated as tree preservation open space. Although other trees will be saved, this space is protecting three significant oak trees. East Park LLC and the design team feel this area should have additional attention to ensure tree preservation. Before construction a certified arborist shall write a report and clearly outline necessary steps to ensure survival during and after construction. Similar to the passive open space to the northeast, this area will enhance the neighborhood and serve as an arrival element from Wheaton Way.

Public Ways

Public Ways

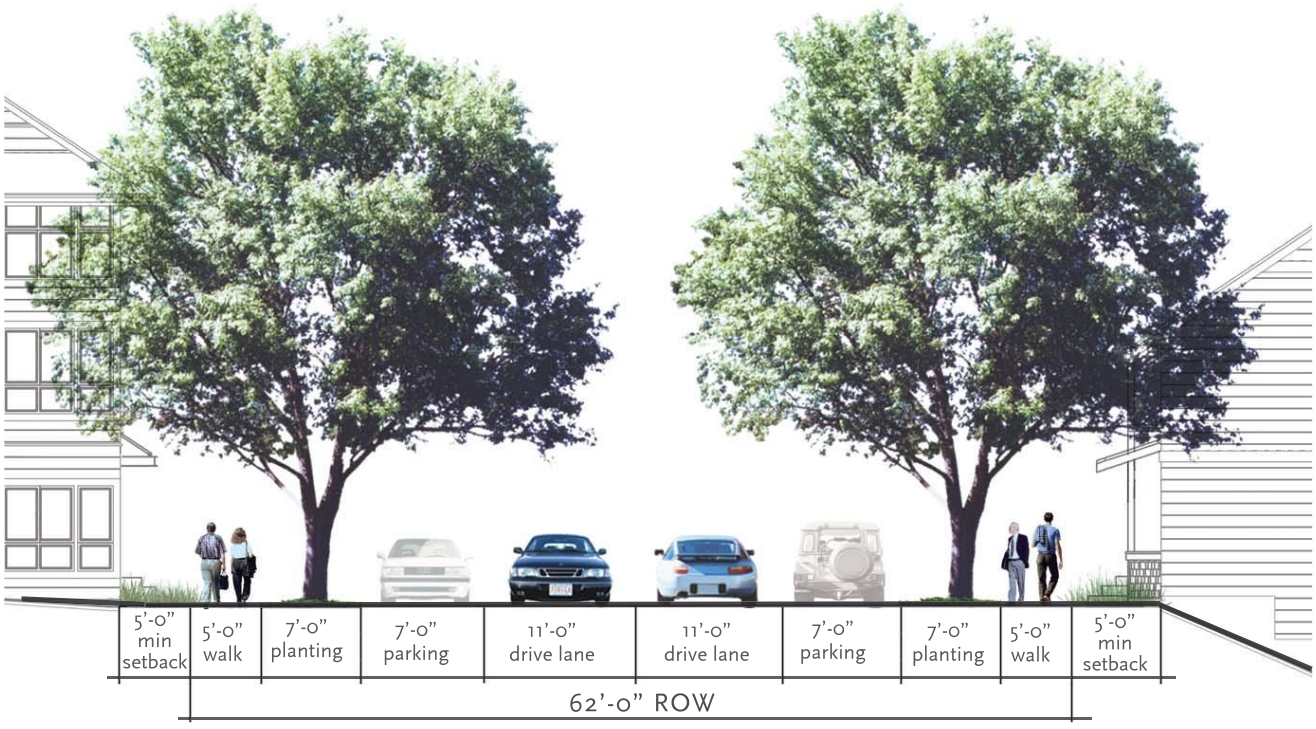
The circulation system and street design was created to provide neighborhood connectivity while emphasizing pedestrian and low speed auto access. Schley Boulevard was left in its original alignment to conserve existing utilities. It is proposed to be widened to include parking and curb returns to both sides as traffic calming measures. A grid system was designed to provide multiple routes to each home. Neighborhood streets are one lane two way tree lined roads with sidewalks. A variation of this street is the Country Lane that forms a transition to the edge homes and conservation areas. Alleys and the woonerf separate garages and services from the pedestrian friendly neighborhood streets.



Public Ways

Schley Boulevard

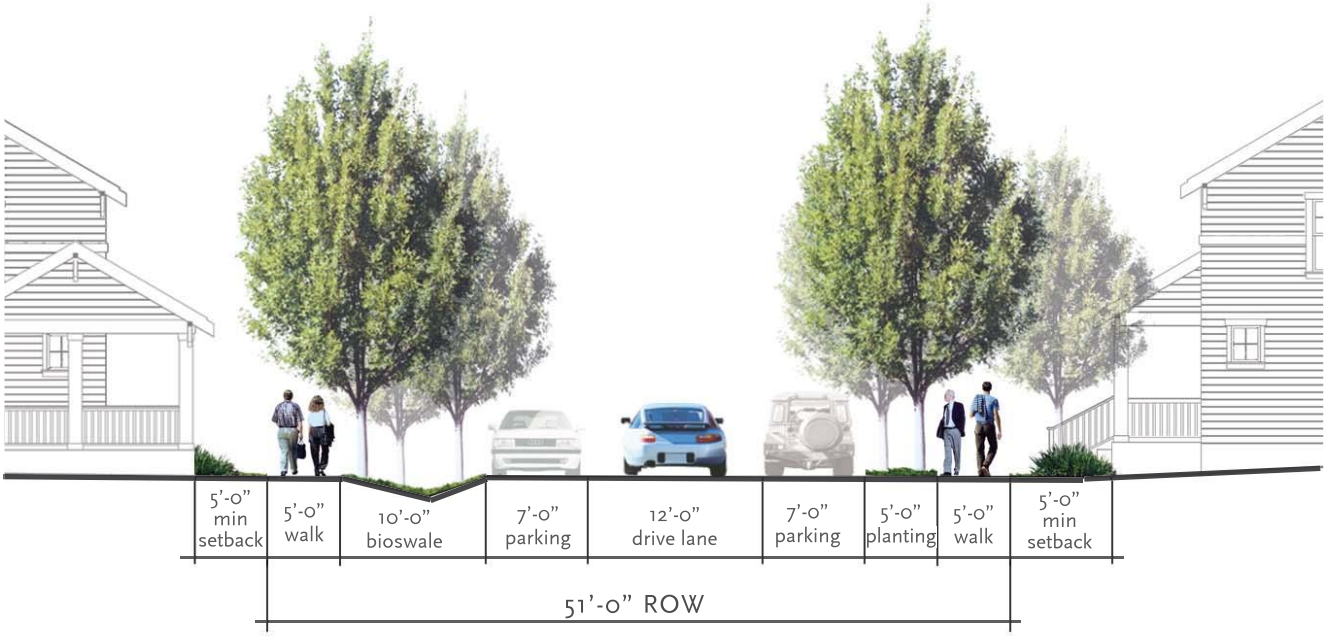
Schley Boulevard will remain in the same location and serve as the north-south arterial through the site connecting Sylvan and Wheaton Way. Schley Boulevard will have two travel lanes with on street parking on both sides. Two large planting areas will buffer the sidewalks providing a pedestrian friendly environment. Auto access to homes on Schley will be served from alleys or the woonerf.



Public Ways

Neighborhood Street

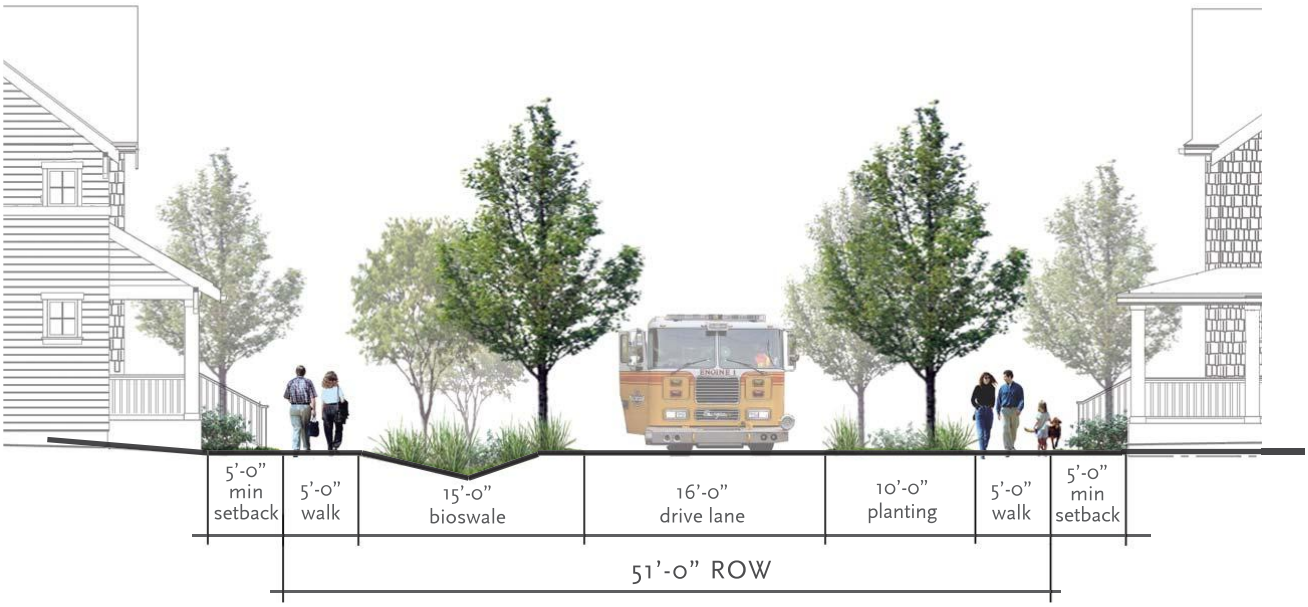
The neighborhood street is designed to serve as an urban residential access street The neighborhood street will have a traveling lane and street parking on both sides. Queuing lanes will provide emergency vehicle staging areas and passing opportunities The uphill side of the neighborhood street will have a planting area and sidewalk. The downhill side of the road will have bioswales that will serve as a part of East Park's natural storm water system. Behind the swale will be a sidewalk.



Public Ways

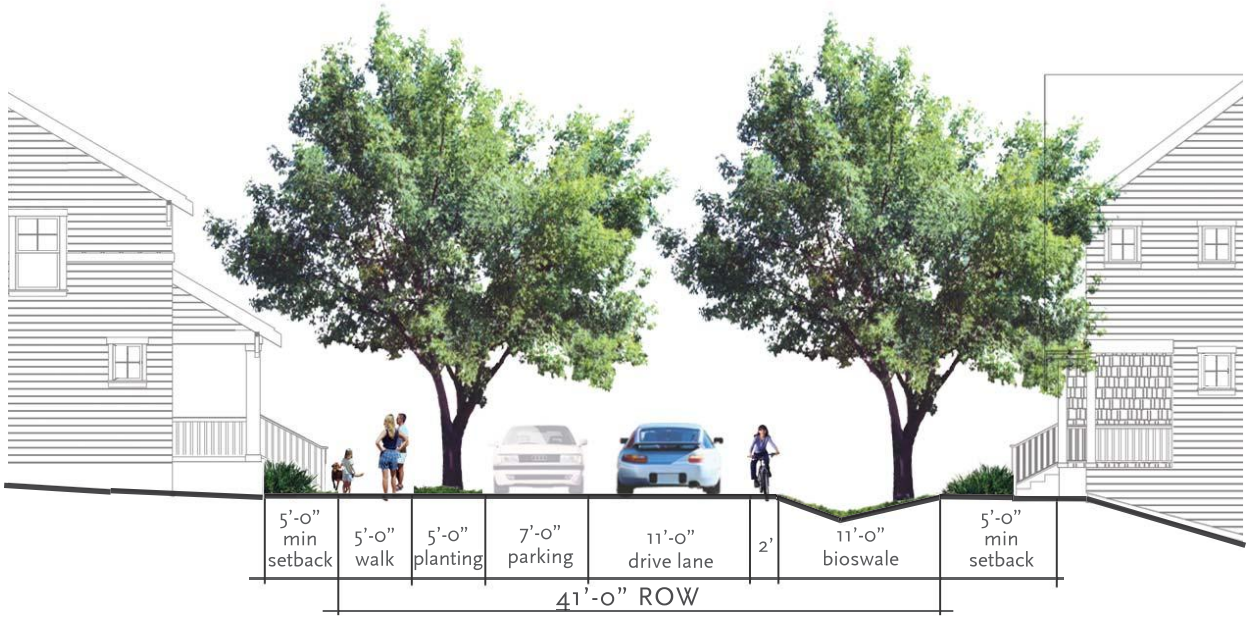
Queuing Lane

This section is a service area for emergency vehicles. By incorporating a grid circulation pattern and 16' x 60' queuing lanes throughout the neighborhood, each house can be served from multiple routes and locations.

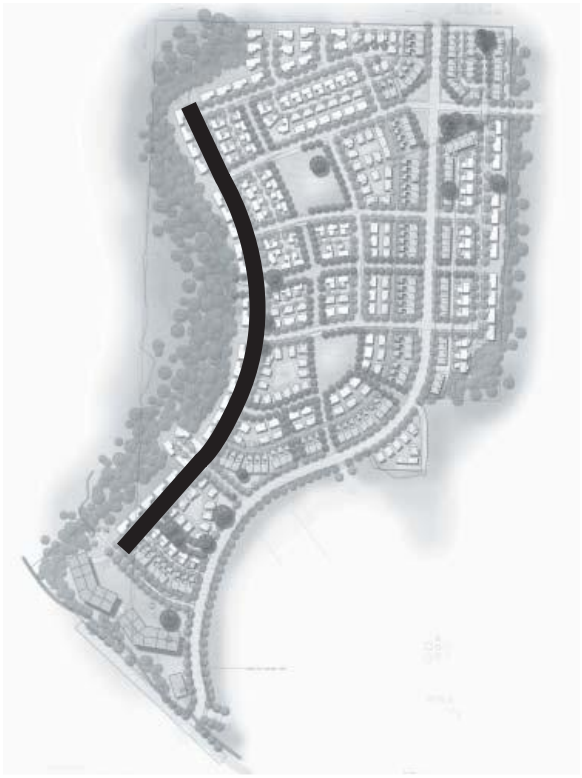


Country Lane

Magnuson Street and the Country Lane are designed to serve the east and west edge neighborhoods. This section is very similar to the neighborhood street however, guest parking will be provided on each individual lot. This allows the removal of parking on one side to minimize pavement and incorporate a bio-swale in its place as part of East Park's natural storm water system. This road section would resemble a typical country road without curb, gutter and sidewalk on one side. In place of a typical sidewalk will be a 2' ribbon of concrete between the bioswale and driving lane to serve as a pedestrian pathway. The uphill side of the country lane will have a planting area and a sidewalk to match the neighborhood street.

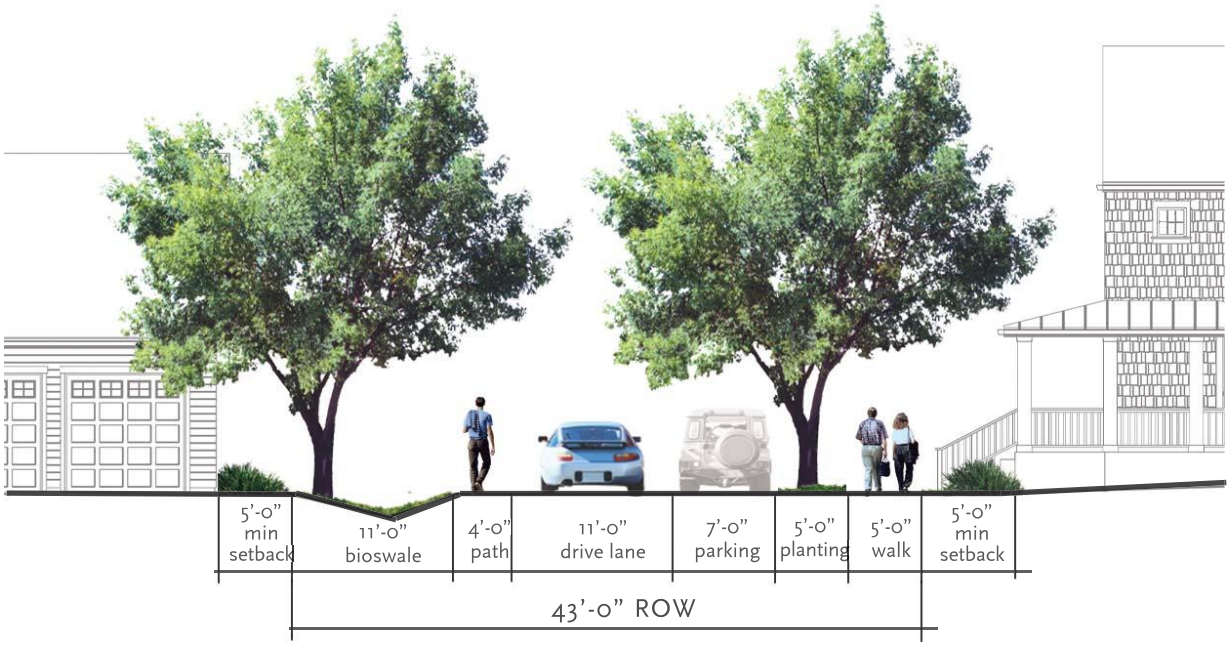


Public Ways



Magnuson

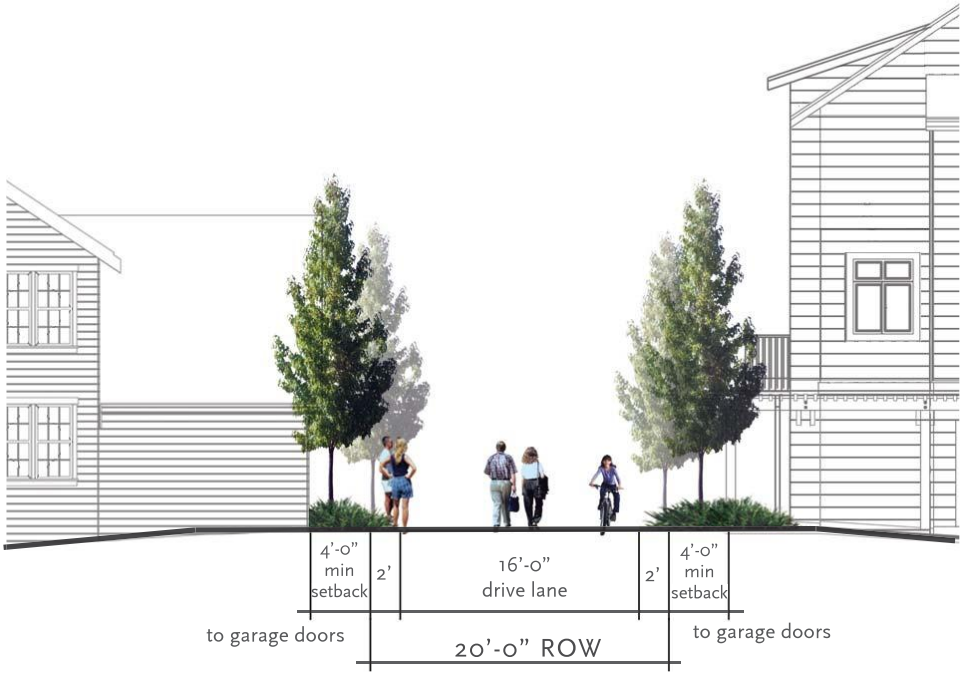
Magnuson Street and the Country Lane are designed to serve the east and west edge neighborhoods. This section is very similar to the neighborhood street however, guest parking will be provided on each individual lot. This allows the removal of parking on one side to minimize pavement and incorporate a bio-swale in its place as part of East Park's natural storm water system. This road section would resemble a typical country road without curb, gutter and sidewalk on one side. In place of a typical sidewalk will be a 4' ribbon of concrete between the bioswale and driving lane to serve as a pedestrian pathway. The uphill side of the country lane will have a planting area and a sidewalk to match the neighborhood street.



Public Ways

Woonerf Fire Lane Section

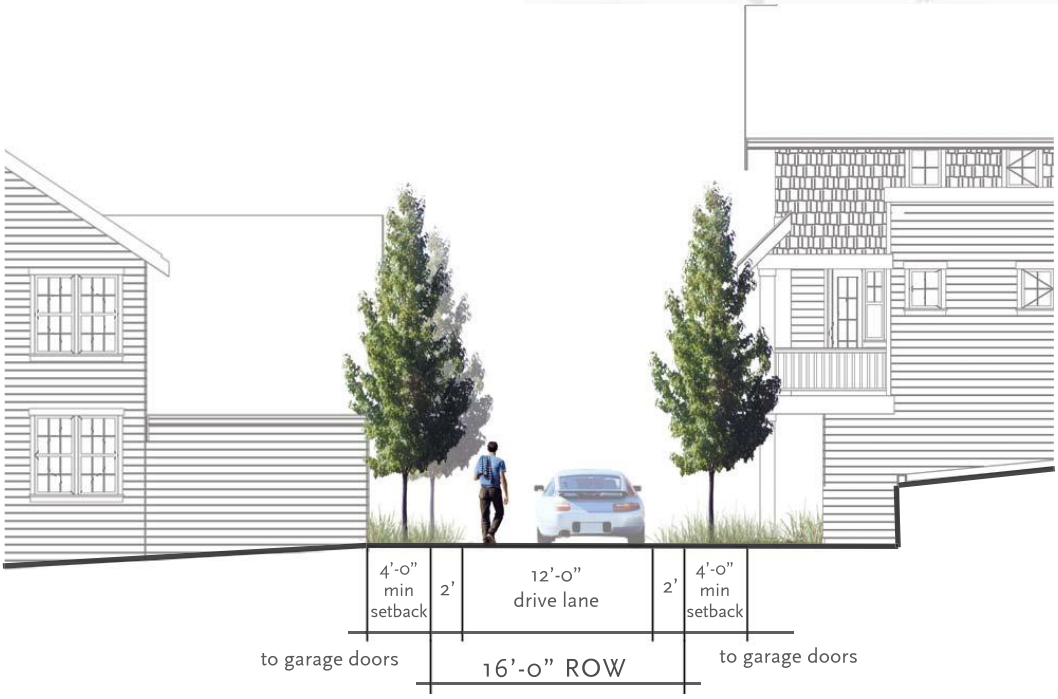
"Woonerf" is a Dutch term for a common space to be shared by pedestrians, bicyclists, and low-speed motor vehicles. They are typically narrow streets without curbs and sidewalks, and vehicles are slowed by placing trees, planters, parking areas, and other obstacles in the street. Motorists become the intruders and must travel at very low speeds below 10 mph. This makes a street available for public use that is essentially only intended for local residents, pedestrians and guests. The woonerf will be designed to a 16' section (clear) to accommodate emergency vehicles and will serve as a fire lane.



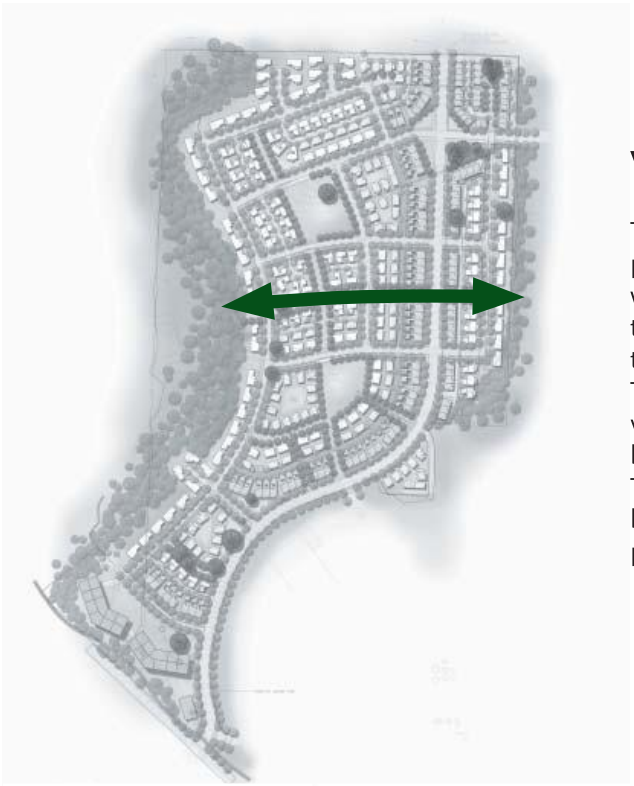
Public Ways

Alley Section

Alleys are an essential element for a successful pedestrian oriented community. By providing alleys, the automobile accesses the home from the back allowing porches and architectural details to dominate the public realm.

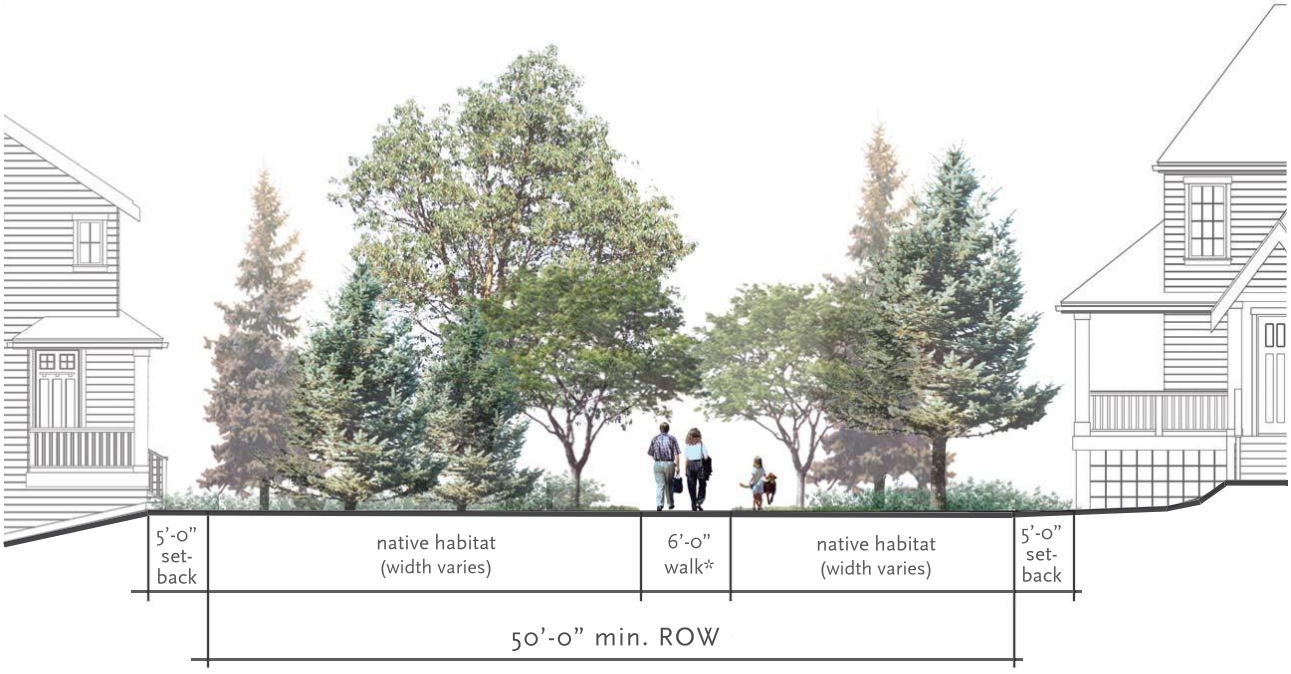


Public Ways



Wildlife Corridor Street Section

The Wildlife Corridor is a a minimum 50' wide public right of way that runs where a street would typically exist. This corridor connects the Madrona Forest on the western edge of the site to the Riparian Corridor to the east. The wildlife corridor is planted with native vegetation allowing wildlife to safely travel between natural habitat areas within the region. This public way section also incorporates bioswales and infiltration space and serves as a part of East Park's natural storm water system.

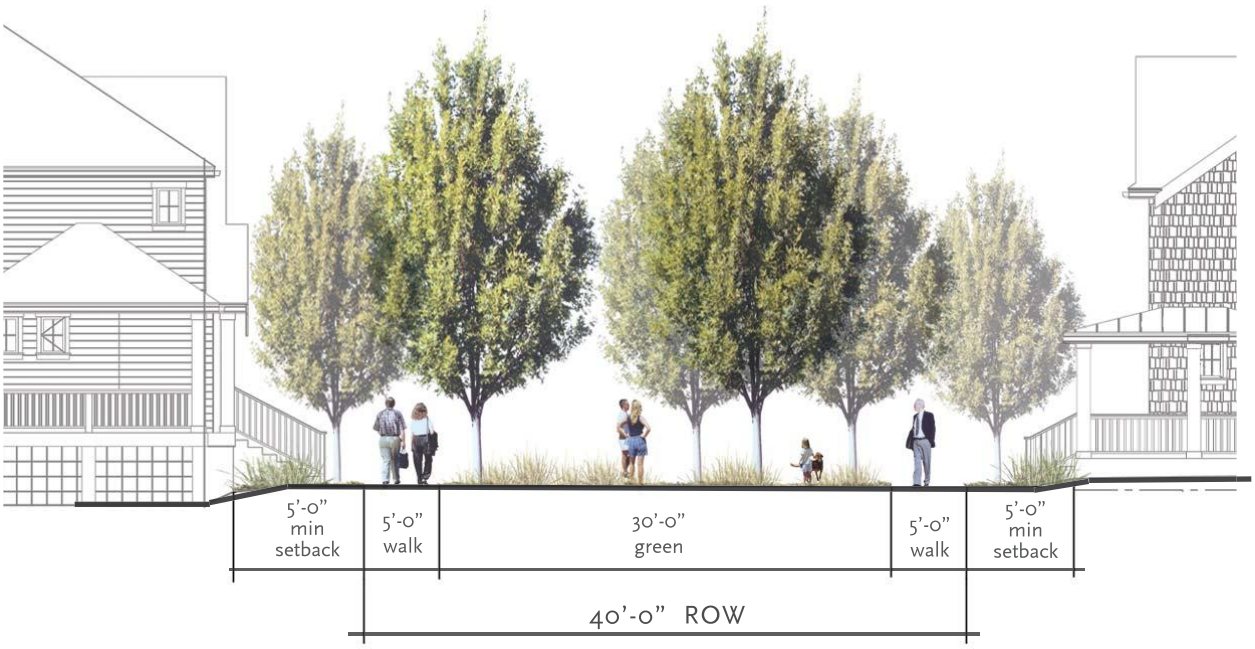


* walk meanders through habitat corridor.

Public Ways

Pedestrian Green Street Section

Green streets are 40' wide "pedestrian" public right of ways that run where streets would typically exist. These green streets lead to parks, the YMCA, and all areas of the neighborhood forming an open space network. They will have homes fronting the greens and will provide access to porches and to front doors. Green streets also provide a safe area where neighbors can gather together as well as a place for children to play in close proximity to their homes while parents keep a watchful eye. This public way section also incorporates bioswales and infiltration space and serves as a part of East Park's natural storm water system.



Public Ways

Pedestrian Lane Section

The pedestrian lane section helps create a network of sidewalks and other public paths throughout the neighborhood for pedestrian connectivity. They provide access to land-locked lots in cluster developments and provide opportunities for interaction and activity. A pedestrian lane will be provided to all homes that do not front on a neighborhood street, green street, park or common green. Pedestrian lanes shall be a minimum of 15 feet wide with a minimum 5-foot sidewalk.

Conceptual Site Plan

SITE DATA

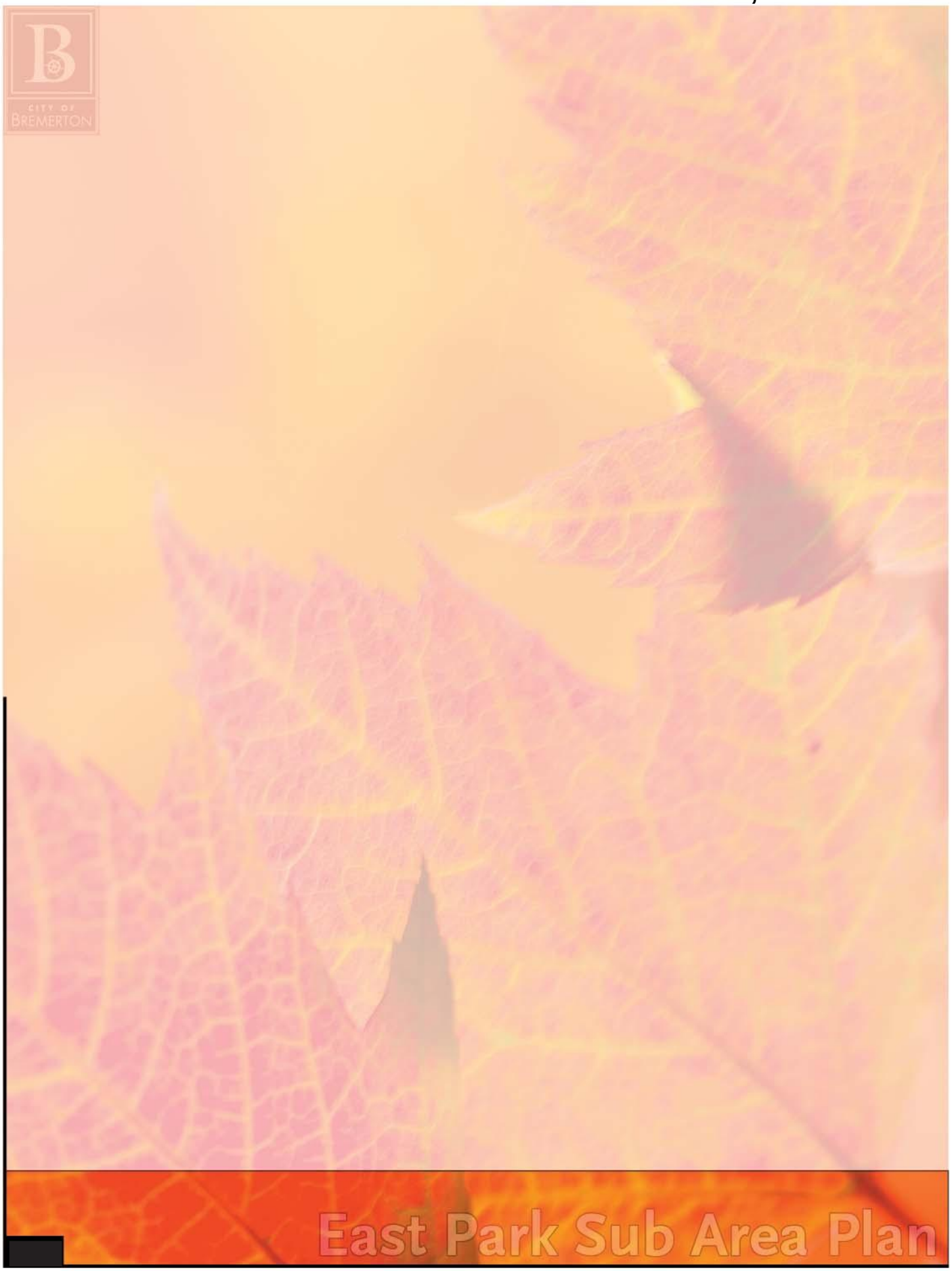
- Current zoning: MF, 8-18 dua
- Interim rezone: R-10, max. 10 dua, min. 5 dua
- Development Process - Comprehensive Plan Designation of Public Sector Redevelopment Site and Master Development Zone

OPEN SPACE SUMMARY

- Site:	47 Acres
- Native Growth Area	6.87 Acres
- Public Parks:	5.03 Acres
- Private Open Space:	1.35 Acres
- Total Open Space:	13.25 Acres

UNIT SUMMARY

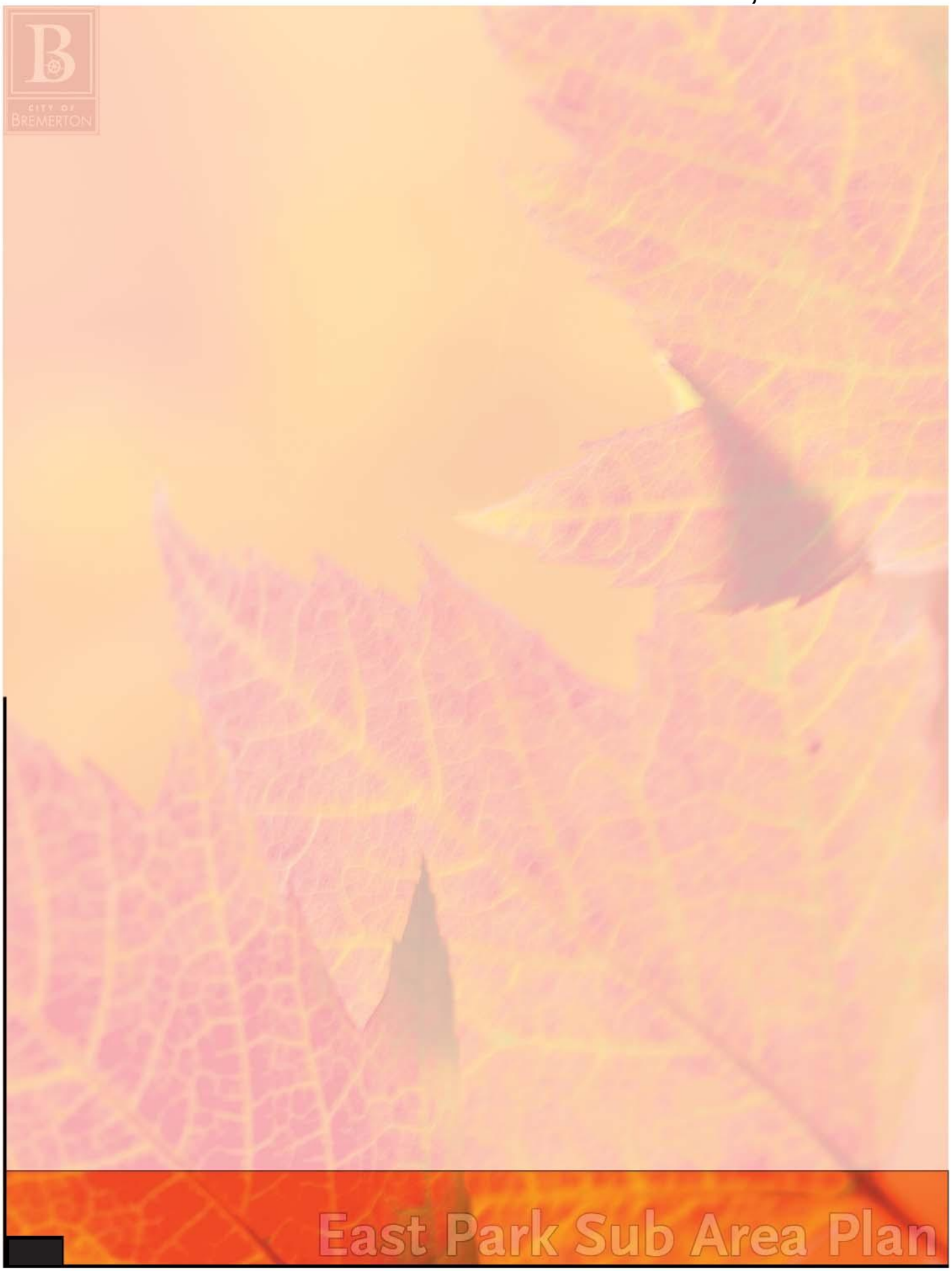
- Front Loaded Single Family:	52 units
- Alley Loaded Single Family:	87 units
- Carriage Unit:	42 units
- Cluster Unit:	42 units
- Townhomes:	119 units
-- Luxury Apartments/Condos:	66 units
- Retail	4,000 sq ft
- Total Units:	408 units


East Park Sub Area Plan

SEPA checklist

Appendix A

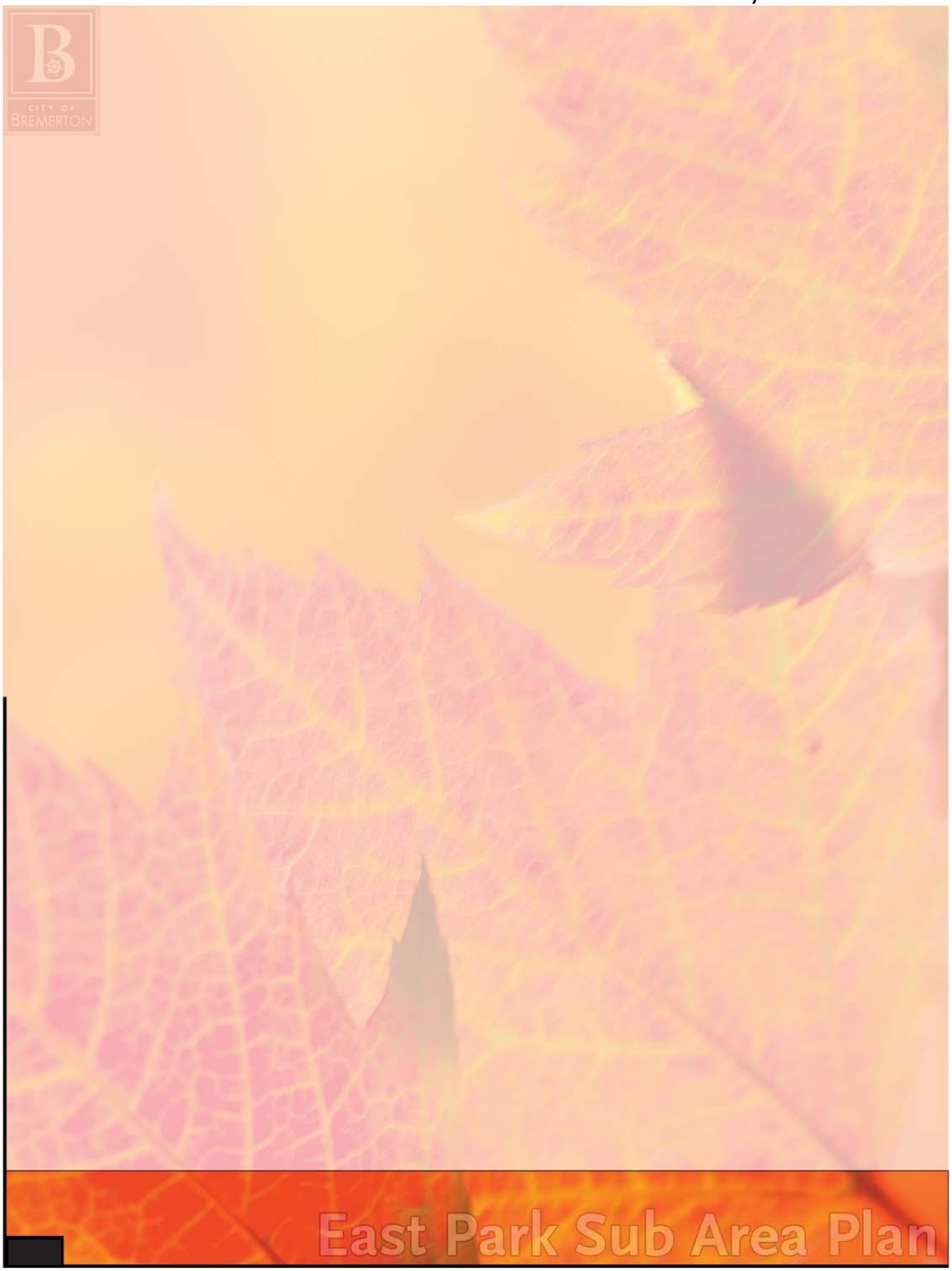
East Park Sub Area Plan


East Park Sub Area Plan

Bald Eagle Report

Appendix B

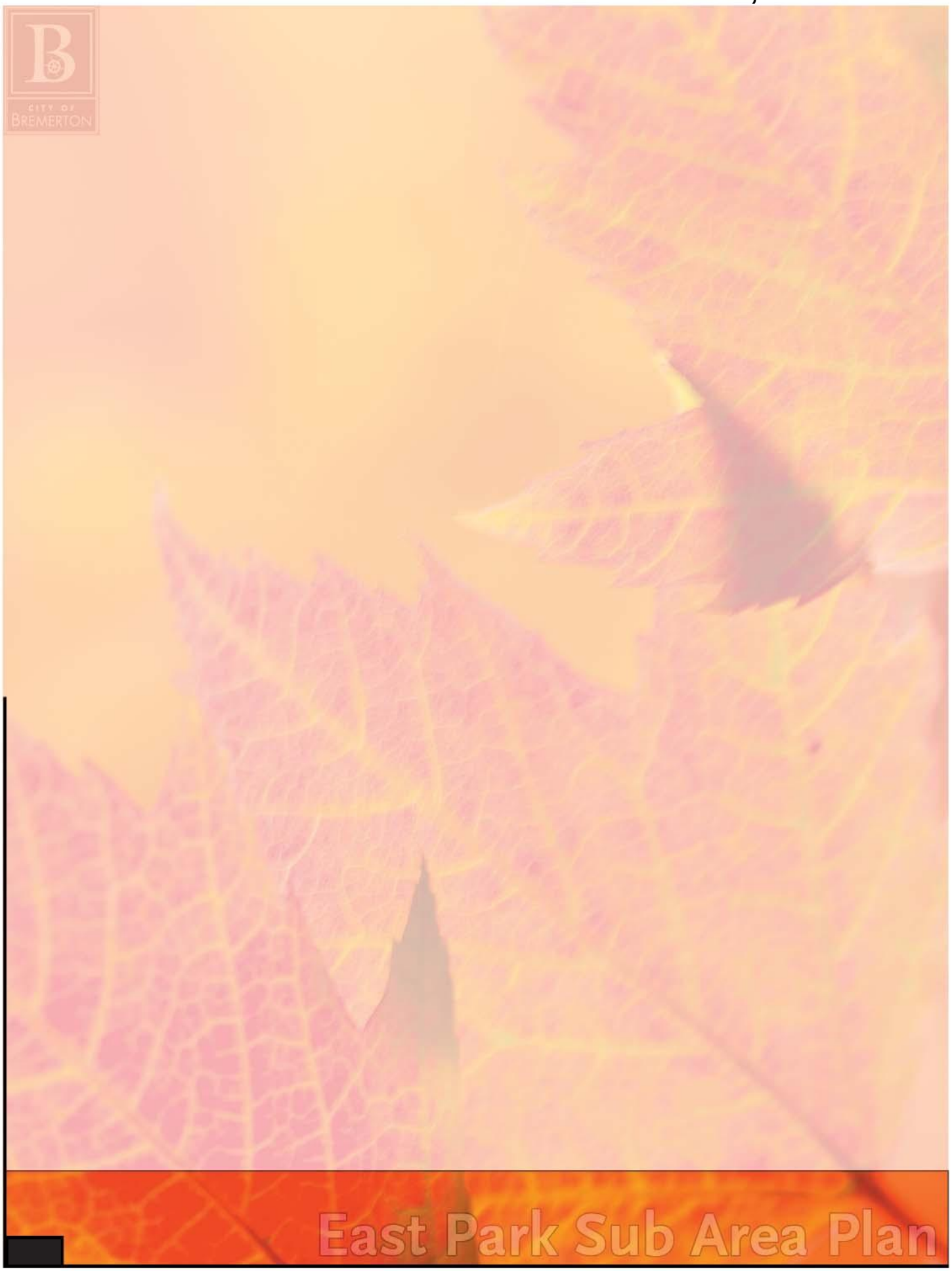
East Park Sub Area Plan


East Park Sub Area Plan

Traffic Impact Analysis

Appendix C

East Park Sub Area Plan


East Park Sub Area Plan

IV - ZONING & DEVELOPMENT REGULATIONS

A. LAND USE ZONES

This section of the Sub-Area Plan contains the zoning and development standards that will guide the redevelopment of Bay Vista and will implement the requirements of the site's zoning designation. The standards address the following elements:

Land uses/zones, including density, height, setbacks, building coverage and impervious surface coverage;

- General development standards;
- Building design;
- Streets, sidewalks and driveways;
- Parking;
- Landscaping;
- Parks and open space;
- Signs.

Design standards are reviewed for conformity by the ARC, as discussed in Sec. III.

The Bay Vista site was developed as a Master Development Plan (MDP) per the 2004 Comprehensive Plan. These proposals must meet a public need and provide a community benefit, such as redeveloping "blighted" areas or providing affordable housing opportunities. Projects may be proposed by public entities or public-private partnerships, and should result in innovative development.

The Bay Vista development was required to prepare a Master Development Plan (MDP), which includes standards for development of the site, including uses, density, setbacks, lot coverage and heights. Other required components of an MDP, which are addressed in these regulations, include the following:

- An open space plan that protects natural resources and provides recreational opportunities;
- Site edge design that is compatible with adjacent uses and densities;
- Streetscapes that include amenities, (street trees, planting strips, benches, street lighting, etc.) and other design features that make streets interactive, walkable and enjoyable;
- A general landscape plan, including preservation of significant trees where possible;
- ~~Adequate off-street parking, which may modify standard requirements if a parking study demonstrates no impact on adjacent properties.~~

Proposed with Ord. 5513

1. LAND USE & DIMENSIONAL STANDARDS

Land uses within Bay Vista and applicable dimensional standards are identified in ***Table A-1***, Density and Dimensional Standards and ***Figure A-2***, Land Use Map.

2. RESIDENTIAL

Intent: The intent of the residential (R) zone is to accommodate a variety of housing types at varying densities consistent with creation of a mixed-income, mixed-use pedestrian-oriented community. Housing types may include single-family attached and detached in a variety of styles. Multi-Family housing may also occur in mixed-use buildings.

Residential standards shall be in accordance with the standards of BMC 20.60 with the following additions and/or revisions:

i. Permitted Uses and Density

a. Permitted Uses

(i) Provided that they are consistent with the intent of the Zone, all uses are permitted outright, provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

b. Use Definitions

(i) Definitions of the specific land uses are found in BMC Chapter 20.42.

c. Decision Authority

(i) A use determination made by the Director may be appealed to the Hearing Examiner

Figure A-2 – Land Use Plan

Presuppose New map adopted with Ord. 5512

following a Type II decision process as set forth in BMC Chapters 20.02 and 20.40

ii. Dimensional Standards: Standards for height, setback, yards, building coverage and site coverage shall be consistent with ***Table A-1***.

iii. Public Space Requirements
The following public space requirements to residential development:

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture, and solar exposure.

iv. Development Standards:

a. Residential building density, height, yards/setbacks, building coverage and site coverage, shall be consistent with the standards in ***Table A-1***.

b. Garages & Integral Garages:

(i) Integral garages incorporated into residential structures should not face the street, except for lots not served at the rear by alleys. Where garage doors facing the street are permitted, they should be set back from the front facade, and should contain at least 25% glazing. Driveways shall be a minimum length where any vehicle parked in front of the garage shall not protrude onto the sidewalk.

c. Landscaping: Landscaping shall meet the requirements of Subsection G of these regulations.

d. Building Orientation and Design Elements:

(i) Residential: When located at block corners, buildings shall have two primary facades (composed of the same materials) that are oriented to the two streets.

v. Fire Protection Systems:

Due to the road widths proposed in this plan, all residential units shall be protected by a fire-sprinkler system.

vi. Lot Standards

a. Residential: minimum lot width shall be 30 feet.

3. MULTI-FAMILY/MIXED USE

Intent: The intent of the Mixed-Use (Multi-Family/ Senior Housing) zone is to further the goal of creating a traditional, mixed-use pedestrian-oriented community by allowing a complementary mix of residential and non-residential uses to locate within the same building or stand alone multi family buildings.

Mixed-Use standards shall be in accordance with the standards of BMC 20.82 with the following additions and/or revisions:

i. Permitted Uses and Density:

a. Provided that they are consistent with the intent of the Zone, all uses are permitted outright except those uses listed prohibited in Section IV.A.3.ii, and provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

ii. Prohibited Uses:

The following uses are prohibited:

a. Adult entertainment
b. Automobile sales
c. Light and heavy industrial/manufacturing uses

iii. Dimensional Standards

a. Standards for setback, yards, building coverage and site coverage are indicated in ***Table A-1***, Density & Dimensional Standards.

iv. Public Space Requirements

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture.

c. Delineate pedestrian areas through the use of different paving materials, scored paving surfaces, built-in planters, landscape areas and freestanding site furniture.

v. Development Standards

Site development shall be in accordance with the standards of BMC 20.66.060 with the following

additions and revisions:

a. Buildings should be arranged to facilitate integration and use of plazas, courtyards, and greens.

b. Sites should be designed to create an identifiable pedestrian urban character. Methods to achieve this concept include:

(i) Providing well-defined pedestrian walkways or circulation from parking areas, public sidewalks, and building/shop entrances throughout the site.
(ii) Designing surface parking areas to avoid long rows of uninterrupted parking.
(iii) Where possible, sites shall be designed to provide vehicle and pedestrian connections to adjacent sites and activity areas.

c. Outdoor lighting standards
The following standards apply to all uses and development within this zone:

(i) Except for intermittent security lighting on motion detectors, all lights more than seven feet above the ground shall be directed downward and have high cut-off light angles.
(ii) Large areas may be lit with a number of low-intensity sources close to the area requiring illumination. Illumination of a large area with a remote single source of light shall be prohibited.
(iii) Lighting shall not be cast beyond the premises and shall be limited to illumination of surfaces intended for pedestrians or vehicles. Illumination of landscaped areas shall be avoided unless the landscaped area is immediately adjacent to the building.
(iv) Pole lights shall be no taller than 25 feet above a 36-inch base in parking lots, traffic areas, or pedestrian areas.

d. Site furnishings:
Incorporate outdoor furniture, fixtures, and streetscape elements into the site design that enhance and complement the commercial functions of the site. Miscellaneous structures and street furniture should be designed to be part of the architectural design and landscape. The following requirements will assure consistency in site furnishing design and are applicable to all non-residential uses. The following standards shall apply:

(i) Utilize lighting, free- standing signs, trellises, arbors, raised planters, benches and other forms of seating, trash receptacles, bus stops, phone booths, fencing, or other outdoor furniture or streetscape fixtures in the site design to create and define public spaces.
(ii) Locate site furnishings to maximize visual surveillance of the area by residents, pedestrians and passing vehicles to minimize covert activities in the space and lessen risks to public safety.
(iii) Site furnishings should be a commercial-grade designed for heavy public use.

4. VILLAGE COMMERCIAL

Intent: Promote attractive, unified, and viable commercial businesses that serve the needs of the community and provide jobs. Emphasize pedestrian activity, safety and security while still providing for drive thrus adequate auto and truck access. Allow residential uses only when part of a Mixed-use Building.

Presuppose adopted with Ord. 5512

i. Permitted Uses:

a. Provided that they are consistent with the intent of the Zone, all uses are permitted outright except those uses listed prohibited in Section IV.A.4.ii, and provided that the Development Standards specified in Section IV are satisfied. The applicant shall bear the burden of proving that a proposed use achieves the stated intent of the particular zone.

b. Use Definitions:

(i) Definitions of the specific land uses are found in BMC Chapter 20.42.

c. Decision Authority:

(i) A use determination made by the Director may be appealed to the Hearing Examiner following a Type II decision process as set forth in BMC Chapters 20.02 and 20.40

ii. Prohibited Uses:

a. The following uses are prohibited:

(i). Adult entertainment
(ii). Automobile sales
(iii). Light and heavy industrial/manufacturing uses

iii. Dimensional Standards

a. Standards for setback, yards, building coverage and site coverage are indicated in ***Table A-1***, Density & Dimensional Standards.

iv. Public Space Requirements

a. Pedestrian-oriented spaces, amenities and corridors shall be incorporated in the overall site design.

b. Pedestrian areas shall be easily accessible, clearly visible and located to take advantage of surrounding features such as building entrances, open spaces, significant landscaping, unique topography or architecture.

c. Delineate pedestrian areas through the use of different paving materials, scored paving surfaces, built-in planters, landscape areas and freestanding site furniture.

v. Development Standards

Site development shall be in accordance with the standards of BMC 20.82.060 with the following additions and revisions:

a. Buildings shall be arranged to facilitate integration and use of plazas, courtyards, and greens.

b. Sites shall be designed to create an identifiable pedestrian urban character. Methods to achieve this concept include:

(i) Providing well-defined pedestrian walkways or circulation from parking areas, public sidewalks, and building/shop entrances throughout the site.
(ii) Designing surface parking areas to avoid long rows of uninterrupted parking.
(iii) Where possible, sites shall be designed to provide vehicle and pedestrian connections to adjacent sites and activity areas.

c. Outdoor lighting standards
The following standards apply to all uses and development within this zone:

(i) Except for intermittent security lighting on motion detectors, all lights more than seven feet above the ground shall be directed downward and have high cut-off light angles.
(ii) Large areas may be lit with a number of low-intensity sources close to the area requiring illumination.
(iii) Lighting shall not be cast beyond the premises and shall be limited to illumination of surfaces intended for pedestrians or vehicles. Illumination of landscaped areas shall be avoided unless the landscaped area is immediately adjacent to the building.
(iv) Pole lights shall be no taller than 30 feet above a 36-inch base in parking lots, traffic areas, or pedestrian areas.

d. Site furnishings:
Incorporate outdoor furniture, fixtures, and streetscape elements into the site design that enhance and complement the commercial functions of the site. Miscellaneous structures and street furniture should be designed to be part of the architectural design and landscape. The following requirements will assure consistency in site furnishing design and are applicable to all non-residential uses. The following standards shall apply:

(i) Utilize lighting, free- standing signs, trellises, arbors, raised planters, benches and other forms of seating, trash receptacles, bus stops, phone booths, fencing, or other outdoor furniture or streetscape fixtures in the site design to create and define public spaces.
(ii) Locate site furnishings to maximize visual surveillance of the area by residents, pedestrians and passing vehicles to minimize covert activities in the space and lessen risks to public safety.
(iii) Site furnishings should be a commercial-grade designed for heavy public use.

vi. Building Orientation and Design Elements

a. Blank walls shall not face streets, unless modulated or landscaped.

b. For surface development buildings may generally follow the alignment of the streets they front.

vii. Architectural Building Elements and Character

Design Intent: To create a collection of buildings that presents a unified character while allowing for the individual architectural expression of each building. The design character of an individual building should be compatible (share similar features such as color, scale, massing, width, setback and height and use) with its commercial neighbors on either side and across the street or plaza.

a. Building Scale: Design Intent

(i) To provide a consistent architectural scale throughout, which is appropriate to a pedestrian environment.
(ii) To create a concentration of buildings near the plaza and along the street.
(iii) To achieve an inviting and interesting set of buildings with distinctive character.
(iv) To ensure that the buildings present a varied response to streets and public spaces.
(v) To create strongly identifiable elements and

Table A-1 – Density and Dimensional Standards

Land Use/ Zone	Density (Net dwelling units (d.u.) per acre)	Maximum Height	Front Yard (Building Setback) (1) (ft)	Side Yards (ft) (1,2)	Rear Yards: d.u. or commercial space / garage (ft) (2,3)	Maximum Building Coverage (4)	Maximum Site Coverage (5)
Residential	Up to 38 d.u./acre	30 feet	10 (6)	5	5/2	90%	95%
Mixed Use/ Multi-Family/ Senior Housing	Up to 65 d.u./acre; + up to 7,500 SF of non-residential use permitted on the ground floor facing public street	65 feet	0	0	5/2	90%	100%
Village Commercial	Mixed use, minimum 15 d.u./acre; up to 65 d.u./acre	65 feet	0	0	0	90%	95%

Presuppose adopted with Ord. 5512

(1) Corner lots shall have two (2) front yards and only one (1) side yard.

(2) Side and rear yard setbacks are subject to additional requirements contained in subsection 5.B. Development Standards.

(3) Where garage is attached or integral to a dwelling unit, and there is no rear yard, the minimum rear yard setback shall be five (5) feet for dwelling space, and two (2) feet for garage. Across an alley the distance between facing garages shall be 24 feet minimum. A deck that does not exceed thirty (30) inches in height above the finished grade may encroach within the rear-yard setback area to within three (3) feet of the property line.

(4) Includes all area covered by structures and roofs, except roof overhangs of 2 feet or less.

(5) Includes area covered by structures and roofs, as defined above, and all impervious site materials.

(6) Additional front yard setback as required by utility provider.

civic gathering places that encourages a sense of community and a sense of place.

(vi) To encourage use of good quality materials with low maintenance life-cycle cost.

b. Building Modulation and Articulation

(i) Building street façades or walls facing pedestrian plazas should be modulated to break down the scale and have the varied look of multiple buildings.

(ii) Building masses and edges along the street or facing pedestrian plazas shall be articulated with windows, entryways and vertical and horizontal elements that provide interest.

(iii) Modulation and articulation may be accomplished in a number of ways, including:

(a) The stepping back or projection of a portion of the facade.

(b) Include significant building elements, such as balconies, bay windows, porches, stoops, pergolas, arcades, canopies or other pedestrian weather-protection elements, towers, turrets, entry areas, etc.

(c) Building focal points, which include distinctive entry features, etc.

(d) Articulation of the roofline and/or manipulating roof forms using gable-ends or dormers.

(e) Changing materials and/or colors.

c. Articulate aspects of building function and design through treatment of windows, doors, enhanced entryways, corners with special trim, molding or glazing; decorative building materials, such as tile and metal work; balconies at upper stories; multiple-paned windows; decorative railings, grillwork or landscape guards; landscape trellises; or decorative light fixtures.

viii. Building Roof

a. Flat roofs and sloped roofs are allowed. If flat roofs are used, cornices or projections are encouraged to delineate roof edges and help with building modulation.

b. Roof mounted mechanical equipment (HVAC) shall be screened from view with structural elements or screens constructed of materials and details compatible with those used in the building.

ix. Architectural Building Materials

Intent: To enhance the quality of both individual buildings and the commercial center streetscape as a whole. To encourage the use of traditional forms, details, and good quality low maintenance materials with low life cycle costs.

a. The materials of building elements such as roofs (where exposed to view), exterior walls, trim, and other miscellaneous elements, should be durable yet should also possess an enduring commercial character.

b. The use of materials which provide textural interest is encouraged for both roofs and walls (precast concrete, masonry, brick, ornamental steel, metal panels, wood or cementitious siding).

x. Service Areas

Intent: To screen service and utility elements from view while providing efficient service areas.

a. Building service elements and utility equipment shall be contained within the building envelope to the extent practical so as not to physically encroach on or visually impact public pedestrian areas.

b. All on-site service areas, loading zones, waste storage, recycling collection, disposal facilities, transformer and utility vaults and similar activities shall be located in an area not visible from a public street or open space. If this is not possible, then the service area, loading zone, or storage area must be screened from public view. Acceptable screening includes:

(i) Materials matching or compatible with the adjacent building wall.

(ii) An opaque landscape hedge or other screening device as approved by the City. Chain link fencing with/without slats is not permitted.

(iii) Service/utility areas or enclosures shall not be located in or be visible from the public plaza or courts.

5. OPEN SPACE

Intent: The intent of the Open Space (OS) zone is to recognize those areas, whether public or private, that are intended to be maintained and used for active or passive open space, parks, recreational activities or tree preservation. Such areas may include squares or plazas that are integrated into intensively developed portions of the site.

i. Permitted Uses & Density:

a. Parks and open spaces used for active recreation and/or passive enjoyment, including developed recreational facilities

b. Squares or plazas

c. Trails, pervious or impervious, for non-motorized use

d. Schools and playgrounds

e. Maintenance facilities not exceeding 500 square feet

f. Maintenance of trees, vegetation, and landscaping

h. Irrigation systems

i. Benches, picnic tables, pergolas, & similar amenities

j. Fountains, sculpture and artwork

k. Stormwater management facilities

l. Utilities and utility structures

m. Interpretive signs and displays

iii. Bay Vista Preserve Management Plan.

A management plan will be prepared for this significant open space. The plan will be developed with community input and will address vegetation management, selective thinning to remove unhealthy trees and invasive species, and the appropriate types of improvements.

6. PUBLIC FACILITY

Intent: The intent of the Public Facility zone is to provide an environment for services and facilities predominantly operated by public agencies and serving a community need. The Public Facility zone ensures a well-planned complex with attention to landscaping and architectural features.

i. Permitted Uses, Design & Development Standards:

a. Shall be in accordance with BMC 20.62 including setbacks, height restrictions and development coverage, unless allowed for by law otherwise.

b. This zone is exempted from the Bay Vista Architectural Review Committee (ARC) and shall be reviewed by the City for compliance for design criteria.

B. GENERAL DEVELOPMENT STANDARDS

General Development Standards shall be in accordance with the standards of BMC 20.44 and 20.46 with the following additions and/or revisions:

1. FENESTRATION

The following additional architectural requirements apply to Village Commercial along Bay Vista Boulevard:

i. Streets and windows shall have a maximum sill height above the ground or sidewalk of 36 inches.

2. BUILDING HEIGHT

i. Building height is defined as the distance from the average finish grade at the façade to the highest point of a flat roof, or midpoint of the sloping surface of a pitched roof. Refer to ***Figure B-1***.

ii. Tower elements, not more than 300 square feet in footprint, may exceed the maximum building height by 12 feet.

3. BUILDING SETBACKS

i. Refer to Table A-1 Density & Dimensional Standards.

C. STREETS, SIDEWALKS AND DRIVEWAYS

1. STREET STANDARDS

Bay Vista's circulation system – streets, sidewalks and pedestrian paths – is an important element in site design and providing connectivity on and off-site. The locations of streets by type are shown in ***Figure D-1***, Thoroughfare Map. Streets, driveways and sidewalks shall be constructed using the standards described below and shown in ***Figure D-2***, Street Sections.

Street Standards shall be in accordance with the standards of BMC Title 11 with the following additions and/or revisions:

i. Street Section 1

a Description: Two-lane streets with on-street parking, sidewalks and trees on both sides. Connects neighborhoods within Bay Vista.

b. Standards:

(i) Total right-of-way: 45-58 feet
(ii) Travel lane: (2) 8-11 feet wide
(iii) On-street parking (one & two sided): 7 feet wide
  (a) On-street parking optional within village commercial area.
(iv) Sidewalks: 5 feet wide
(v) Planting strips/swale:
  (a) Six feet wide (including half-foot curb) on each side.
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."
  (c) Optional single swale on one side: 11 feet wide with 6 feet wide sidewalk on opposite side of street. Option provided to allow flexibility in storm drainage and streetscape design.

c. Lighting:

(i) Ornamental street lights shall be used per Section J8.

ii. Street Section 2

a. Description: Two-lane streets with on-street parking, sidewalks and trees on both sides. Connects neighborhoods within Bay Vista.

b. Standards:

(i) Total right-of-way: 47-52 feet
(ii) Travel lane: (2) 8-9 feet wide
(iii) On-street parking (one & two sided): 7 feet each side
(iv) Sidewalks: 5 feet wide
(v) Planting strips/swale:
  (a) Six feet wide (including half-foot curb) on each side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

c. Lighting:

(i) Ornamental street lights shall be used per Section J8.

iii. Street Section 3

a. Description: A commercial street with two traffic lanes, on street parking, sidewalks and trees on both sides.

b. Standards:

(i) Total right-of-way: 54 feet
(ii) Travel lanes: (2) 9 feet wide
(iii) On-street parking (both sides): 7 feet each side
(iv) Sidewalks: 5 feet wide
(v) Planting strips:
  (a) Six feet wide (including half-foot curb) on one side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

iv. Street Section 4

a. Description: A two-lane street with on-street parking, sidewalks and trees on one side.
b. Standards:
(i) Total right-of-way: 34.5-36.5 feet
(ii) Travel lanes: (2) 8-9 feet wide
(iii) On-street parking (one side): Seven feet wide
(iv) Sidewalk: 5 feet wide
(v) Swale:
  (a) Six feet wide (including half-foot curb) on one side
  (b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the

end of Subsection G "Landscape Standards."

v. Street Section 5

a. Description: A two-lane street with on-street parking, sidewalks on both sides and trees on one side.

b. Standards:

(i) Total right-of-way: 46.5 feet
(ii) Travel lanes: (2) 8 feet wide
(iii) On-street parking (both sides): 7 feet wide
(iv) Sidewalk: 5 feet wide
(v) Swale:
(a) Six feet wide (including half-foot curb) on one side
(b) Street trees shall be placed every 40 feet (or equivalent) and shall be 2.5-inch caliper minimum at time of planting. Recommended species are identified at the end of Subsection G "Landscape Standards."

vi. Green/Pedestrian Streets

a. Description: Landscaped pedestrian paths that connect Bay Vista neighborhoods, parks and services.

b. Standards:

(i) Minimum Width: 9 feet
(ii) Sidewalks: Shall have a maximum width of 5 feet
(iii) Planting strips: Shall have a minimum width of two feet (both sides)

vii. Alleys

a. Description: Alleys provide access to for private automobile parking, either in garages or on grade, and for deliveries and services for specified types of units.

b. Standards:

(i) Total right-of-way (garage face to garage face): 24 feet.
(ii) Travel lane: 14 feet
(iii) Planting strips (both sides): 3 feet

c. Alley entrances shall not be located along streets that bound on a public green space.

d. The alley entrance should be a minimum of 55 feet from an intersection measured from the perpendicular right-of-way line of the cross street.

e. Driveway Entrances

(i) Standards: Private driveways shall only be allowed when there is no automobile access from an alley.
(ii) Where driveways are allowed, the entrances shall not be located on streets that border a public open space along streets that do not front on a public green space.
(iii) The driveway entrance should be a minimum of 55 feet perpendicular right-of-way line of the cross street.
(iv) All driveway aprons shall be paved with concrete.

D. LOW IMPACT DEVELOPMENT

1. INCLUSION OF LOW-IMPACT DEVELOPMENT (LID)

Buildout of the Bay Vista Sub-Area Plan shall incorporate LID to the greatest feasible extent, while also recognizing that site, topography, soils and other conditions may limit the inclusion of LID techniques for stormwater. The development team shall apply good faith efforts, explore and seek to include LID measures. In its review of preliminary plat engineering and design the City may impose conditions to reasonably accommodate LID while also recognizing site-specific limitations. Inclusion of all LID shall fit within the land use framework established in this Sub-Area Plan.

2. DESIGN

Design of LID techniques such as rain gardens, pervious pavements etc. shall be in accord with the design criteria of the Washington State Department of Ecology's Low Impact Development Technical Guidance Manual for Puget Sound or the City of Bremerton Public Works and Utilities Department.

3. FLOW CREDITS

LID techniques are intended to reduce the amount of stormwater runoff required to be handled with treatment and conventional flow control facilities. The City of Bremerton shall grant Flow Credits for all LID techniques included in Bay Vista. Flow Credits are reductions to the volume of stormwater runoff the City requires to be handled with conventionally engineered facilities. Flow Credits shall be determined per the modeling methods described in Chapter 7 of the Washington State Department of Ecology's Low Impact Development Technical Guidance Manual for Puget Sound or the City of Bremerton Public Works and Utilities Department.

E. PARKING STANDARDS

Intent: Assure that sufficient space is provided for the parking, loading and unloading of motor vehicles. Provide minimum and maximum standards of space and parking arrangements, and for the movement of motor vehicles into and out of such spaces. Encourage the creation of an aesthetically pleasing and functionally adequate system of off street parking and loading facilities.

Parking shall be provided in accordance with BMC 20.48 with the following exceptions and modifications:

1. GENERAL REQUIREMENTS

i. Off-street parking spaces and driveways shall be used for the temporary storage of motor vehicles used by persons visiting or having business to conduct on the premises for which the parking is provided.

ii. Parking space required and intended for use by occupants or users of specific premises shall not be leased or rented to others, nor shall such space be made unavailable through other means to the users for whom the parking spaces are intended. This, however, does not preclude shared parking arrangements or other activities approved by the city

iii. Except where specifically permitted in certain zoning designations, off-street parking spaces shall not be used for loading or unloading of commercial vehicles larger than those vehicles for which the parking spaces are intended.

iv. Structured parking, not including private single- and two-car garages, shall not be allowed with the exception of the high density apartment parcels. Structured parking shall be located behind liner buildings of appropriate allowed uses as described elsewhere in this document.

v. Off-street parking space dimensions shall be as follows:

a. Compact spaces shall be a minimum of 7.5 feet wide;

b. Standard spaces shall be a minimum of 8.0 feet wide;

c. Standard spaces shall be a maximum of 10.0 feet wide;

d. Compact spaces shall be a minimum of 15 feet in length. Standard spaces shall be a minimum of 18.0 feet in length; up to 2.0 feet may overhang curb or wheel stops.

e. Exceptions to the above minimum dimensions shall be granted for handicapped accessible spaces. Applicable state and federal codes and requirements for accessible parking spaces shall supersede any requirements herein.

vi. Parking and loading areas shall be graded for proper drainage and provided with a suitable surface, as approved by the city engineer.

vii. All driveways and areas used for loading, parking and maneuvering motorized vehicles shall be paved. Gravel surfaces are not allowed.

viii. Each parking or loading space must be usable and readily accessible.

ix. Required parking and loading areas shall be provided with designated entrances and exits located so as to minimize traffic congestion and avoid undue interference with public use of streets, alleys and walkways.

x. Parking and loading areas provided in accordance with the requirements of these standards shall not be used for the sale, repair, assembly or disassembly, storage or servicing of vehicles or equipment. Unlicensed and inoperable vehicles shall not be stored in any required parking or loading space.

xi. If existing parking lots are re-striped, the new layout of the parking spaces shall be the same as the previous layout; or if changed, the changed layout shall conform to the existing dimensional requirements of this chapter.

Table F-1 – Parking Requirements

	Automobile Spaces	Bicycle Spaces
Land Use Category	**Minimum**	
Residential:		
Single Family/Duplex	1:d.u.	N/A
Single Family ADU	1:d.u.	N/A
Multi-Family	1:d.u.	N/A
Apartment	1:d.u.	1:10d.u.
Business/Commercial:		
Retail	3:1,000 g.s.f.	1:5,000 g.s.f.
Offices	3:1,000 g.s.f.	1:2,500 g.s.f.
Restaurant	4:1,000 g.s.f. of seating area	1:500 g.s.f. of seating area
Medical/Dental	3.5:1,000 g.s.f.	1:2,500 g.s.f.
Hotel/Inn	1:room	N/A
All Other Commercial Not Specified	3:1,000 g.s.f.	1:2,500 g.s.f.
Educational	2:1,000 g.s.f.	1:1,000 g.s.f.
Community Facility	1:1,000 g.s.f.	1:1,000 g.s.f.

Proposed with Ord. 5513

2. COMPACT CAR ALLOWANCE

i. A maximum of 30 percent of the total required off-street parking stalls may be permitted and designated for compact cars in Village Commercial.

ii. Each compact stall shall be designated as such.

iii. Dimensions of compact parking stalls shall conform to the standards as depicted in this chapter.

iv. The maximum compact car allowance may be exceeded if an applicant submits a vehicle composition study, relevant to the type of development, which demonstrates that a greater number of compact vehicles should be accommodated.

3. BICYCLE PARKING

i. The required minimum number of bicycle parking ~~spaces for each use category is shown on ***Table F-1***.~~ shall be consistent with BMC 20.48.

Bicycle parking spaces are meant to accommodate residents, employees, visitors, customers, messengers, and other persons.

Proposed with Ord. 5513

ii. Bicycle parking shall be located on site within 50 feet of well-used entrances and not farther from the entrance than the closest motor vehicle parking space. Bicycle parking may be located within city right-of-way in areas without building setbacks, subject to approval of the director and provided it meets the other bicycle parking requirements.

~~4. OTHER REQUIRED PARKING SPACES~~

~~i. Motorcycle Parking Requirements. Motorcycle spaces shall be required in non-residential areas only at a rate of 1 per 100 automobile spaces with a minimum of 1 motorcycle space provided.~~

5. DRIVE-THROUGH STACKING REQUIREMENTS

i. A stacking space shall be an area measuring 8 feet by 20 feet with direct forward access to a service window of a drive-through facility. A stacking space shall be located to prevent any vehicles from extending onto the public right-of-way, or interfering with any pedestrian circulation, traffic maneuvering, or other required parking areas. Stacking space for drive-through or drive-in uses may not be counted as required off-street parking spaces.

ii. For each drive-up lane a minimum of three stacking spaces shall be provided.

iii. Stacking spaces serving businesses that are located adjacent to a less intensive zone than that in which the business is located, or are located adjacent to a public use area (such as a street, sidewalk, park, or trail) shall be landscaped to provide a buffer between the stacking spaces and the adjacent zone or public use.

6. STRUCTURED PARKING

i. Structured parking shall be located behind the block perimeter buildings. Structured parking may also be located below buildings.

ii. Structured parking shall be screened, except at the actual vehicular entry points and shall be screened.

iii. Vehicular and service entries to garages shall be designed to look like a part of the building.

iv. Parking garages: Parking garages with flat roofs may not exceed the height of the shortest building on the block when a flat roof is present on any building on the block, and parking garages with pitched roofs may not exceed the height of the shortest building on the block by more than one story.

7. ON-STREET PARKING

i. On-street parking shall count as visitor parking. Each 24 feet of curb length, excluding 5 feet on either side of a curb cut, shall count as one visitor parking space.

F. LANDSCAPE STANDARDS

Intent: In addition to the significant parks and open space included in the Sub-Area Plan, the Bay Vista site will include significant landscaping with retained and new trees and vegetation. Landscaping will be focused along streets to enhance the pedestrian environment, along the site's boundaries with arterials to provide screening, and adjacent to the commercial area to provide land use transitions. In some areas, such as the Bay Vista Village and Sinclair Square, hardscape and green features will be mixed.

1. GENERAL DEVELOPMENT STANDARDS

i. Landscaping shall be provided in accordance with BMC 20.50 with the following additions and/revisions:

ii. Landscaping shall be constructed using the standards described below.

iii. Vegetation for Low Impact Development best management practices may count towards required landscaping at a scale of tree for tree and area for area.

2. PARKS AND OPEN SPACE

General Requirements: The following types and amounts of parks and open space will be provided in Bay Vista:

i. Active Open Space:

a. Approximately 3-5 acres of land should be allocated for active open space.

ii. Passive Open Space:

a. Approximately 10-11 acres of land should be allocated for passive open space, with a natural/preservation area as the central element. A proposed park is leveraged on these features and will create a sense of arrival from two edges of the development as well as a view corridor of the greater Bremerton area.

b. Tree Preservation Open Space:

c. Approximately 3 acres of land should be allocated for tree preservation, which will protect a large expanse of second growth trees and a steep slope. This large forested area will provide an anchor to the natural environment, a regionally sensitive context for the neighborhood, and a signature identity for the community.

d. Public Ways: A network of approximately 30,000 linear feet of sidewalks and paths should be allocated which will create a pleasant and convenient pedestrian environment.

3. LOCATION AND DESIGN OF PARKS & OPEN SPACE

The general locations of open space are shown on ***Figure 4***, Land Use Plan. The design concept and development standards for on-site parks are described below.

i. The Bay Vista Preserve will be a large, multi-faceted green space located in the center of the site. It will be focused primarily on the preservation and enhancement of the existing native area with passive recreation throughout and an area of active recreation at the south. It should contain the following:

a. Walking paths.

b. Recreation and community space.

c. Defined by the large existing stand of trees and homes at its perimeter.

d. The north area of the park will be dedicated to the preservation of native species, the central area will be a transition and planted with native plant species that draws the northwest character south. The south area will be the most active with open lawn accented by native plant species.

e. Both existing and new native landscape. Existing areas shall be enhanced through the addition of native species and the removal of invasive species. The new areas shall be an opportunity to extend the native area and provide an area of successional planting.

ii. Periwinkle Park is located on the eastern edge of Bay Vista, at Oyster Bay Road, and will serve as a multi-generational, multi-use park. It is intended to be an expression of the northwest through its layout and plant material.

4. TREE AND VEGETATION PRESERVATION REQUIREMENTS

i. Provide a tree survey conducted by an ISA certified arborist at the time of site plan permit application to

Figure G-1 – Landscape Plan

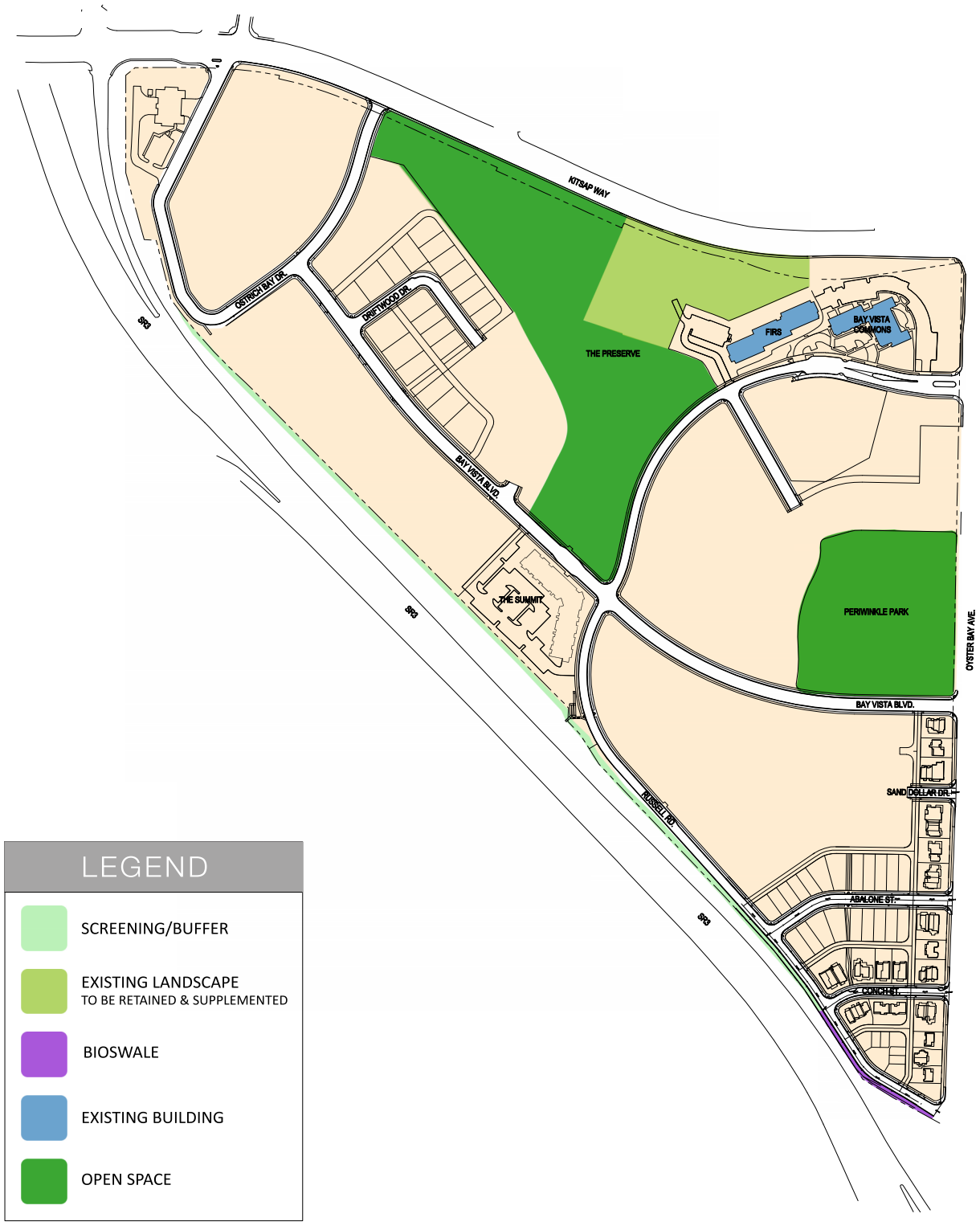
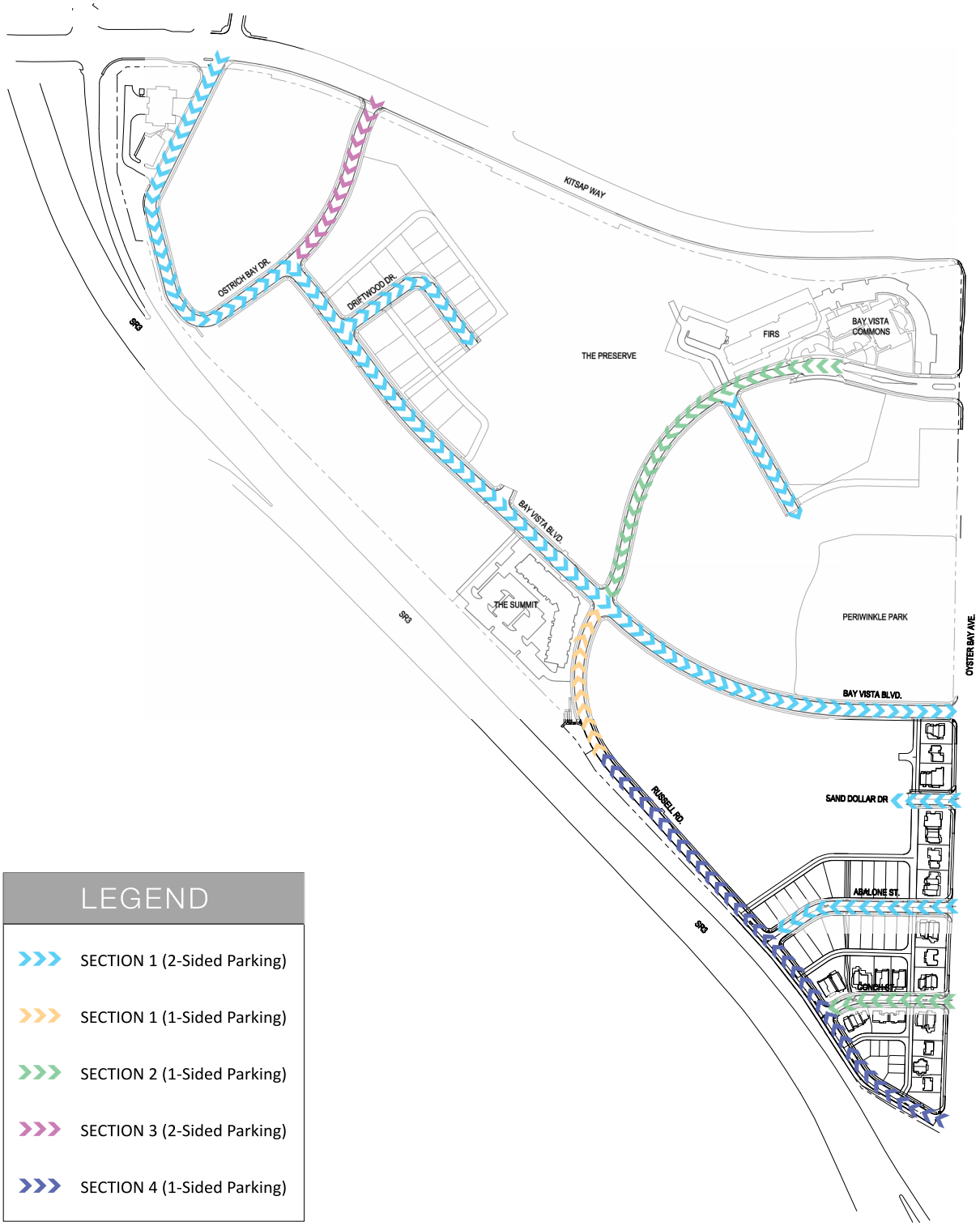


Figure D-1 – Thoroughfare Map



identify and designate all trees and vegetated areas located within lots and yards that can reasonably be retained.

ii. Provide adequate protection for retained vegetation.

iii. Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot tree plus one six-foot tree of the same species, located as directed by the architect.

iv. Topping or trimming trees in a manner that alters the natural symmetry of a tree is not allowed unless necessary for safety reasons as certified by an arborist.

5. PARKING LOT DESIGN & LANDSCAPING

Parking lots shall meet the Parking Lot Design and Landscaping requirements of BMC 20.48 and 20.50, with the following changes:

i. Surface parking lots shall be located behind buildings wherever feasible.

ii. Screening with evergreen plantings shall be provided for parking lots in the following locations:

a. Any parking lots visible from Kitsap Way, SR 3, or from internal streets;

b. Parking lots abutting residential/mixed-use uses or zones;

c. Landscape requirements are one plant unit per twenty spaces, with a minimum of one island for every ten spaces.

iv. Where a tree planting island occurs the entire length of a bay, there shall be a minimum of one tree planting island every fifteen spaces and a large shade tree every fifteen spaces in a tree planting island;

v. Where a tree planting island occurs, the entire length of a bay, the entire length shall be planted with large shade trees every forty five feet.

6. ADDITIONAL LANDSCAPING REQUIREMENTS APPLICABLE TO ALL DEVELOPMENT SHALL INCLUDE THE FOLLOWING:

i. Maximize privacy between residences and their private outdoor spaces while encouraging community interaction in the public realm;

ii. Minimize visibility of utilities and other unsightly necessities;

iii. Planting on slopes in open space and commercial areas:

a. On slopes between 4:1 to 2:1 mass plantings of trees and shrubs are suggested.

b. Slopes over 2:1 require erosion control measure such as jute matting with ornamental grasses or groundcovers.

v. Neighborhood parks, squares or plazas should be designed and landscaped to reinforce the civic nature of these spaces, provide the appropriately scaled amenities and reflect the anticipated function and type, and intensity of use.

ix. Plant Selection

a. Planting Materials. A general planting list is included at the end of this section.

(i) Other plant materials may be considered that have these characteristics and similar maintenance requirements;

b. Plants on Sloping Areas:

(i) Plants on slopes shall be selected for their ability to develop deep roots and thereby knit the soil into a cohesive mass.

(ii) Plants shall consist of native and adaptive species that can withstand drought in summer as well as continually wet soil in winter.

7. IRRIGATION

i. All irrigation systems, with the exception of residential systems, shall be designed by a qualified irrigation designer.

Suggested Plant List

*Indicates native species

DECIDUOUS TREES

Small:

Acer circinatum – Vine Maple*
Acer japonicum – Full Moon Maple
Acer griseum – Paperbark Maple
Acer palmatum – Japanese Maple
Amerlanchier alnifolia – Serviceberry *
Amelanchier var. – Serviceberry varieties
Cornus – 'Eddie's White Wonder Dogwood'
Cornus kousa – Kousa Dogwood
Cornus mas – Cornelian Cherry
Cornus nuttallii – Pacific Dogwood *
Corylus cornuta – Western Hazelnut *
Magnolia kobus – Kobus Magnolia
Malus fusca – Western Crabapple *
Malus sp. – Crabapple (some)
Oxydendrum arboreum – Sourwood
Prunus cerasifera var. – Purple Leaf Plum varieties
Prunus virginiana 'Canada Red' –
Canada Red Choke Cherry
Stewartia
Styrax japonicus – Japanese Snowbell

Medium:

Acer rufinerve – Redvein Maple
Acer truncatum x platanoides "Warrenred" –
Pacific Sunset Maple
Acer truncatum x platanoides" Keithsform" – Norwegian
Sunset Maple
Malus sp. – Some Crabapples
Parrotia persica – Persian Parrotia
Pyrus calleryana var. – Flowering Pear Varieties
Prunus sp – Flowering Cherry
Prunus s. 'Shirotae' – Shirotae Cherry

Columnar Narrow:

Carpinus betulus pyramidalis – Pyramidal Hornbeam
Fagus sylvatica 'Cockleshell' – European Beech
Gingko biloba 'Princeton Sentry' – Maidenhair Tree
Parrotia persica 'Vanessa'
Prunus sargenti columnaris – Columnar Sargent Cherry
Pyrus calleryana 'Glen's Form' – Chanticleer Pear

CONIFERS

Abies grandis – Grand Fir *
Abies koreana – Korean Fir
Calocedrus decurrens – Incense Cedar
Chamaecyparis nootkatensis 'Pacific Arrow' –
Alaska Cedar
Juniperus scopulorum (var.) –Juniper
Picea omorika – Serbian Spruce
Pinus monticola – Western White Pine *
Pseudotsuga menziesii – Douglas fir *
Taxus baccata – Yew
Thuja plicata 'Excelsa' – Western Red *
Tsuga heteropylla – Western Hemlock *

SHRUBS

Smaller shrubs and Ground Cover:
Arctostaphylos columbiana – Hairy Manzanita *
Arctostaphylos uva-ursi – Kinnikinnick varieties *
Berberis (var.) – Dwarf Barberry varieties
Camassia quamash – Common Camas *
Fothergilla sp.
Fragaria chiloensis – Sand Strawberry *
Gaultheria shallon – Salal *
Ilex crenata 'Helleri' – Helleri Holly
Ilex crenata 'Green Island' – Green Island Holly
Linnaea borealis – Twin Flower *
Lupinus arcticus – Arctic Lupine *
Lupinus polyphyllus – Large-Leaved Lupine *
Mahonia aquifolium 'Compacta'-Compact Oregongrape *
Mahonia nervosa – Long Leaf Mahonia *
Oxalis oregano – Redwood Sorrel *
Polystichum munitum – Western Sword Fern *
Potentilla (var.) – Potentilla varieties
Prunus laurocerasus 'Otto Luyken' –
Otto Luyken Laurel
Rosa nutkana – Nootka Rose *
Rosa pisocarpa – Cluster Rose *
Spirea douglasii – Hardhack *
Spirea (var.) – Spirea 'Mt Vernon'
Symphoricarpos albus – Common Snowberry *
Trillium ovatum – Western Trillium *
Vaccinium ovalifolium – Evergreen Huckleberry *
Vaccinium membranaceum – Black Huckleberry *
Vaccinium parvifolium – Red Huckleberry *
Viburnum davidii – David Viburnum
Viburnum (var.) – Viburnum varieties

Medium/Large:

Abelia x grandiflora – Glossy Abelia
Arbutus unedo (compacta) – Strawberry Tree
Berberis (var.) – Barberry varieties
Ceanothus velutinus – Tobacco Brush
Cornus sericea – Red Osier Dogwood
Enkianthus
Euonymus (var.) – Winged Euonymus varieties
Holodiscus discolor – Oceanspray *
Hydrangea quercifolia – Oakleaf Hydrangea
Hydrangea paniculata – Peegee Hydrangea
Ilex crenata "Convexa" – Convexleaf Holly
Lonicera involucrata – Black Twinberry *
Mahonia aquifolium – Tall Oregongrape *
Myrica californica – Pacific Wax Myrtle *
Oemleria cerasiformis – Indian Plum *
Osmanthus delavayii – Osmanthus
Osmanthus heterophyllus – Hollyleaf Osmanthus
Osmarea burkwoodi – Burkwood Osmarea
Philadelphus lewisii – Mock Orange *
Physocarpus capitus – Pacific Ninebark *
Prunus lusitanica – Portugese Laurel
Ribes sanguineum – Flowering Red Currant *
Rhododendron macrophylum or R. albiflorum – Western Rhododendron *
Rhododendron (var.) – Rhododendron
Rubus parviflorus – Thimbleberry *
Rubus spectabilis – Salmonberry *
Symphocarpus alba – Snowberry
Taxus baccata – Irish yew
Viburnum vars. –Viburnum varieties

HEDGES

Buxus microphylla 'Winter Gem' – Winter Gem Boxwood
Buxus sempervirens.- Common Boxwood
Buxus suffruticosa – True Dwarf Boxwood
Ilex crenata 'Helleri' – Helleri Holly
Ilex crenata 'Green Island' – Green Island Holly
Ilex crenata 'Convexa' – Convexleaf Holly Laurel
Ligustrum japonicum – Japanese Privet
Mahonia aquifolium – Oregongrape *
Osmanthus heterophyllus – Hollyleaf Osmanthus
Prunus laurocerasus 'Otto Luyken' Otto Luyken
Prunus lusitanica – Portugese Laurel
Taxus sp. – Yew species
Taxus cuspidata (var.) – Yew varieties
Thuja occidentalis vars. – Arborvitae varieties
Thuja occidentalis 'Smaragd' – Emerald Green
Viburnum vars. – Viburnum varieties

GROUNDCOVER

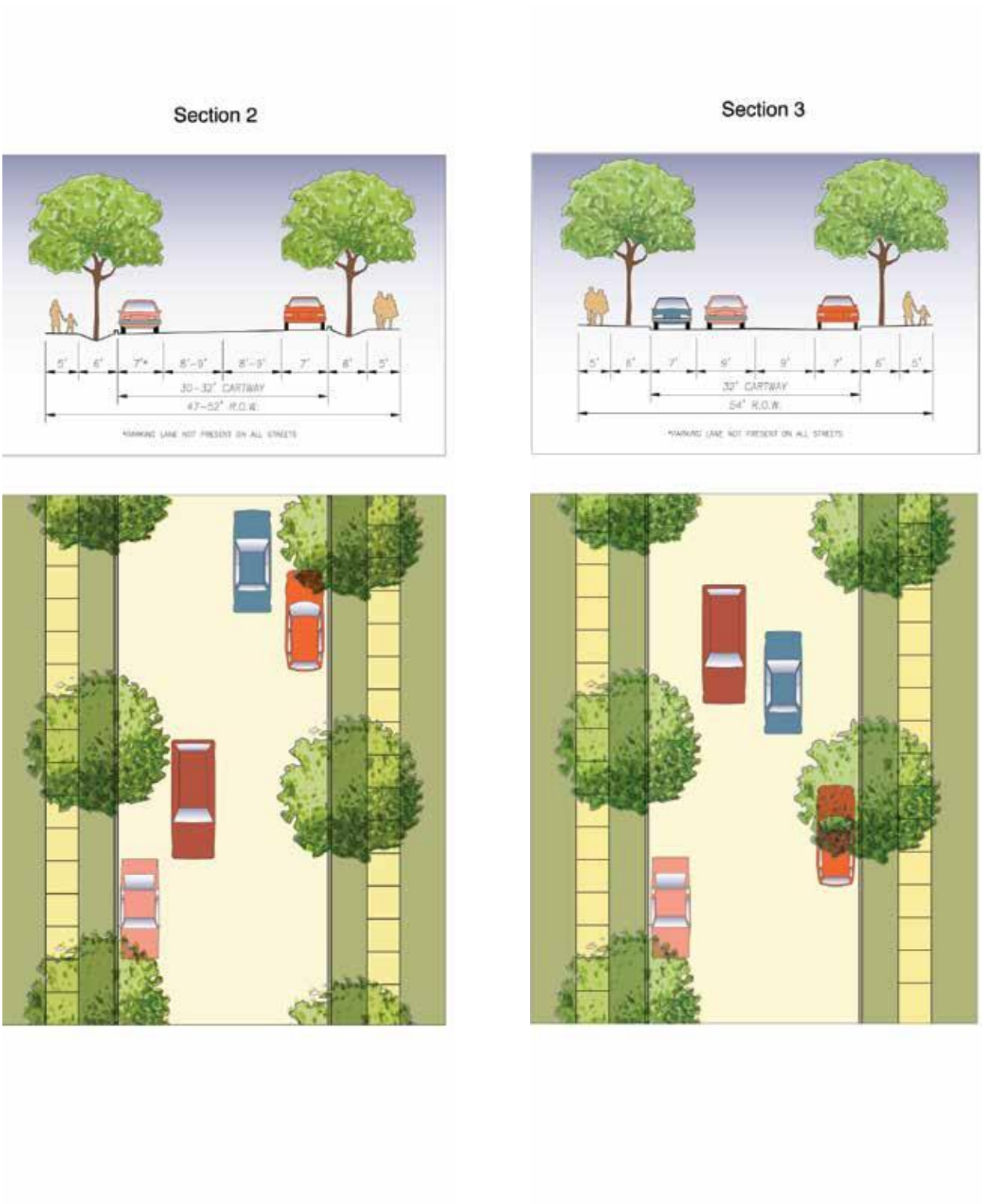
Arctostaphylos uva-ursi – Kinnikinnick varieties
Ceanothus – Wild Lilac
Cotoneaster vars. – Cotoneaster varieties
Evergreen flowering vines
Fragaria vars. – Strawberry varieties
Ivy (non-climbing varieties)
Juniperus (var.) – Juniper varieties
Lawn Grass (Puget Sound Turf Grass varieties – sod or seed
Mahonia nervosa – Longleaf Mahonia *
Mahonia repens – Creeping Mahonia
Ornamental grasses
Thymus – Thyme
Vinca minor – Periwinkle

ACCENT PLANTING

Annuals
Bulbs
Ornamental grasses
Perennials

Figure D-2 Street Sections

Figure D-2 Street Sections



Ord 5513, Exhibit F

Figure D-2 Street Sections

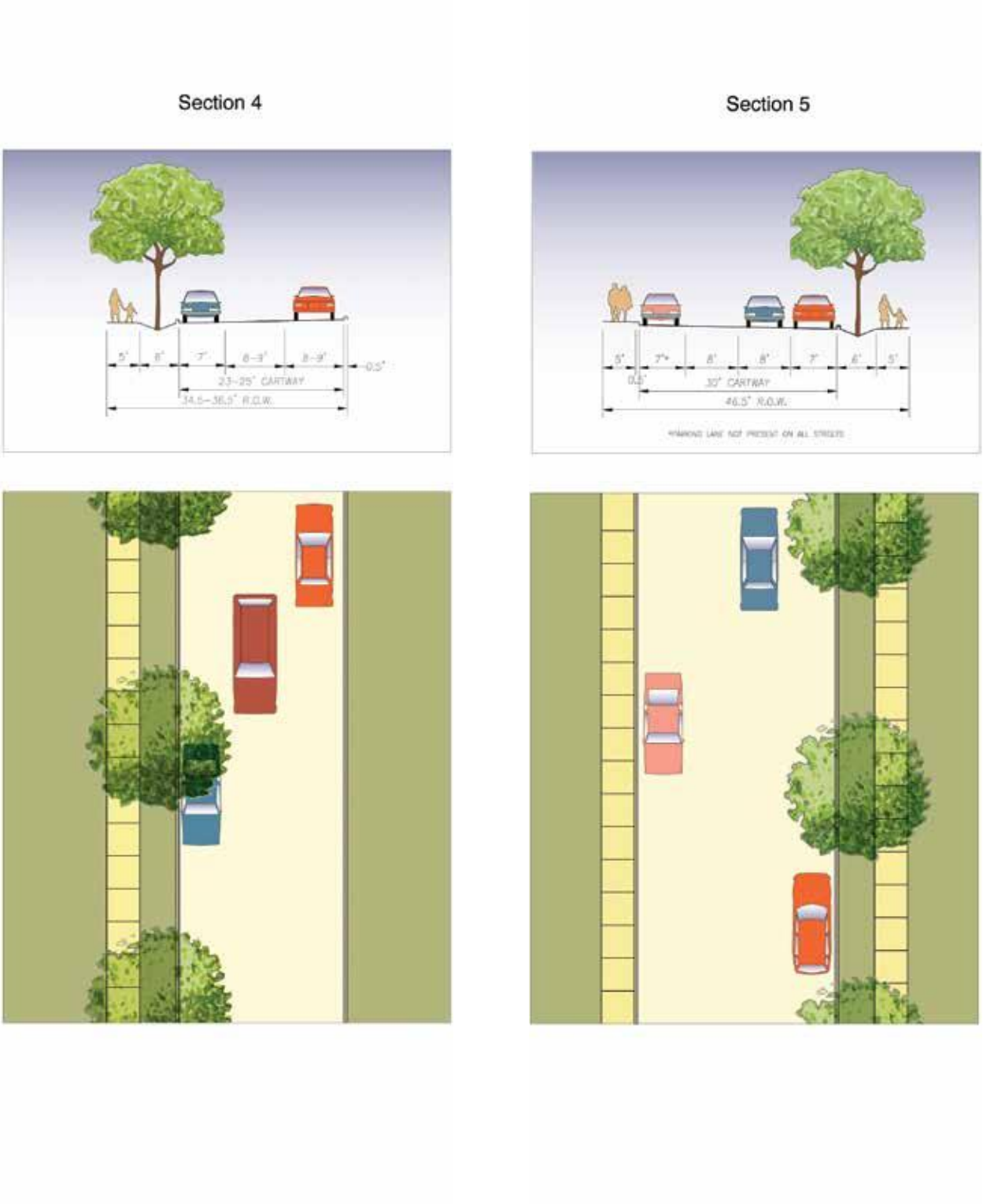
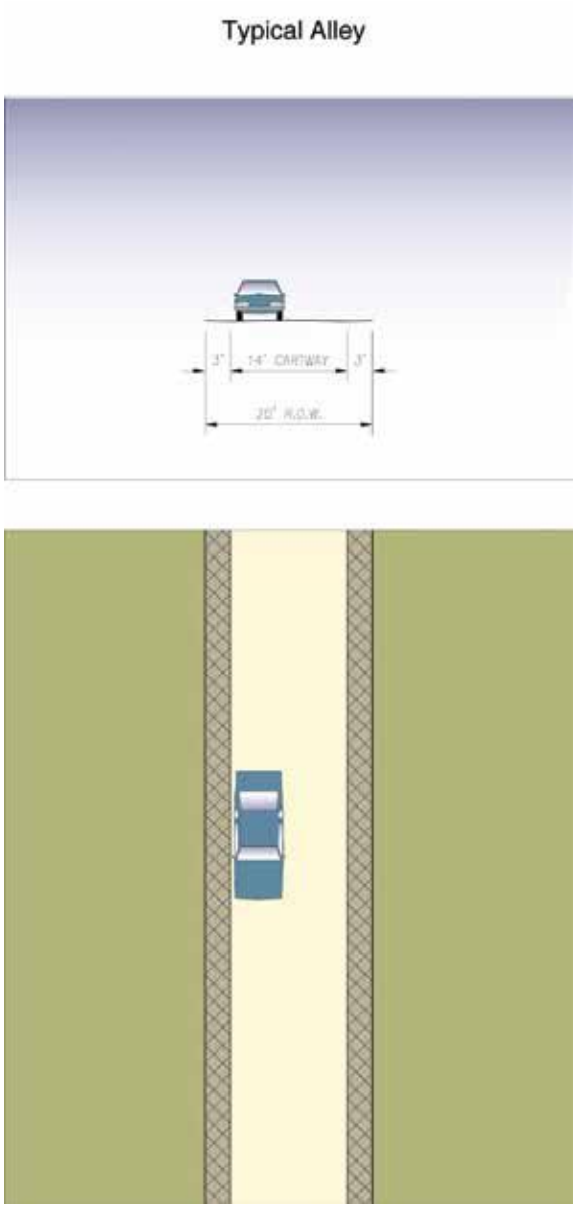


Figure D-2 Street Sections



G. UTILITY EQUIPMENT & STORAGE

1. Utilities shall be installed underground to the greatest extent feasible. Utilities installed above ground shall be screened from view whenever possible.

2. Trash storage areas shall be screened from view, animal proof, and easily accessible to service personnel. All trash enclosures shall be screened.

3. Roof and ground- mounted equipment, including HVAC units, shall be screened from view from any public street or open space. Satellite dishes and antennas shall be the smallest possible to receive the signal, shall be placed in the least conspicuous location, and screened and painted to match the colors of the adjacent building as closely as possible.

H. WALLS, HEDGES AND FENCES

1. Fence height may not exceed six (6) feet.
2. Front yard fences may not exceed four (4) feet in height and shall be an 'open' style. These must be set back at least one (1) foot from the back edge of the sidewalk.
3. The maximum combined height for front yard walls with fences is four feet, as measured on the downhill side.
4. Walls or fences on slopes over 15% and visible from the public areas, shall step with the slope in sections at a rate of 1 step per each 12 inches of change in elevation of the adjacent ground, measured parallel to the fence.
5. Fences defining the front edge of courtyards or semi-public open spaces associated with cottage court developments and courtyard buildings shall be as specified for other front yard fences above. Articulation of the entry from the street to such open spaces with decorative gates, trellises and/or arbors is encouraged.
6. Side yard fences attached to the face of the house shall be set back between two feet and five feet from the front face of the house.
7. Side yards setbacks near public areas shall be at least 50% open. Adjacent to any public walkway or other open space shall not be fenced for more than 50% of the length of the building's façade.

I. EXTERIOR LIGHTING

1. Subtle, low-level lighting of front porches and front yard landscape areas is encouraged. Light pollution shall be minimized by selection of proper fixtures.
2. Lighting shall not spill over beyond property lines or cast glare to surrounding properties.
3. Pole mounted lighting is not permitted inside the property lines of any detached or attached residential structures. Pole mounted pedestrian lighting should be used in the right-of-way.
4. Lighting in garage and utility areas shall not impact neighboring properties or common areas. Motion sensitive wall mounted exterior lights are required on all garage façades facing alleys.
5. Exterior light fixtures should match the architectural style of the building.
6. Lighting for commercial uses shall be appropriately shielded so as to not impact adjacent residential areas or residential units in mixed-use buildings.
7. All street lights should be comprised of ornamental poles and fixtures conforming to the City's "Standards for Work in the ROW"; Cobra heads and shoe box style lighting is prohibited. Preferred lights are 12-14 feet tall. 20 foot tall poles may be utilized at major intersections.
8. Parking lot lighting shall conform to the standards in the Village Commercial zone.

9. Porch lights may be compact-fluorescent or incandescent.

J. SIGN STANDARDS

Intent: These criteria and standards have been established for the purpose of ensuring that all signage at Bay Vista is designed and constructed in a manner which consistently promotes the following:

- Visual harmony between signage and Bay Vista architecture including adjacent materials and colors.
- Elegant, yet clear and distinctive identity for each tenant.
- Visual enhancement of the pedestrian experience.
- Diversity and individuality for each tenant's signage while maintaining a consistent size and quantity through out Bay Vista.
- The use of creativity and high quality materials.
- Thoughtful and creative lighting of signage.

1. GENERAL GUIDELINES

i. Description: All signs and graphics shall be professionally designed. The lettering and spacing of letters shall be well proportioned to assure legibility as well as a pleasing appearance. Shop drawings for each sign, including colors, dimensions, specifications and proposed construction materials will be required criteria for approval of signage by the Architectural Review Committee. Tenant must have written approval by the Architectural Review Committee prior to application for the required city sign permits.

ii. Material Preferences: Tenant sign design and construction should match the materials used on the exterior of the building.

iii. Lighting: Signs may be internally or externally illuminated. Halo or other indirect lighting is encouraged. Exposed neon or bulbs are not allowed. Indirect lighting must be baffled or shielded to reduce blare in the eyes of pedestrians.

iv. Standards: Sign standards shall be in accordance with BMC 20.52, with the exceptions and modifications contained in these sign standards. Traffic control signs shall conform to the "Manual of Uniform Traffic Control Devices."

2. SIGNS AND SIGN COMPONENTS NOT PERMITTED

i. The following signs and sign components are not permitted:

a. Moving, flashing, rotating, noise making or odor producing signs. Electronic message displays are not permitted.

b. "Human A-boards"

c. Signs taped or glued to interior window.

d. The name, stamps or decals of the sign manufacturer cannot be displayed on any portion of the sign. Underwriters Laboratories labels shall be applied in an inconspicuous manner.

e. Non-ornamental hardware or electrical components may not be exposed to view.

f. Back-lit awnings, including those with signage, are not permitted.

3. SIGNAGE SUBMITTAL AND APPROVAL PROCESS

i. Prior to construction of any sign or application for city sign permits, the building owner, tenant or tenant's sign contractor must obtain the Architectural Review Committee's written approval of the proposed sign design. The process shall be as follows:

a. Tenant to submit completed sign application along with required drawings to Architectural Review Committee.

b. Architectural Review Committee to review designs and either approve, approve with corrections, or deny application within 10 days of receipt by Architectural Review Committee.

c. If application denied, tenant to review reasons for denial and then change their application and re-submit a new application to Architectural Review Committee.

d. Once approval is granted by Architectural Review Committee, tenant may then submit a sign application to the City of Bremerton.

ii. Failure to comply with the above process may result in the removal of signage by Architectural Review Committee at Tenant's sole expense, provided Architectural Review Committee will issue notice to Tenant/Building Owner of the failure to comply at least 30 days prior to Architectural Review Committee removal to allow Tenant/Building Owner time to cure problem and comply.

4. BAY VISTA SIGN CATEGORIES DEFINED

i. Signs or signage requested by a retail tenant or building owner within Bay Vista shall fall into one of the categories listed below. In order to determine the applicable category, read the definitions and standards in these regulations (by type and category). Architectural Review Committee will make final determination in the event of any still un-definable categories.

ii. Single Occupant Retail Signage Category: Single Occupant Retail Signage Category defined as signage needed by a retail tenant who occupies a building on a legal lot specific to that building, with no more than one retail establishment utilizing said building.

iii. In-line Retail Signage Category: In-line Retail Signage Category, defined as signage needed by retail tenants who occupy a space within the Village which is physically adjacent to, or sharing demising walls with, neighboring tenants.

iv. Residential Signage Category: Residential Signage Category defined as signage needed by residential neighborhood, buildings, or group of buildings including multiple residences (for rent or sale) which were built in a coherent manner by a single entity on one or more lots.

v. Bay Vista Village Identification & Directional Signage Category: Bay Vista Village Identification & Directional Signage Category defined as Bay Vista Village-specific signage that is intended to identify the overall Bay Vista Village development or facilitate the orientation of pedestrian or automobile traffic throughout the Bay Vista Village to specific tenants or buildings.

5. SINGLE OCCUPANT RETAIL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: Allowed for parcels that abut Hwy 3 per 20.52.100. Not permitted for all other parcels. Parking lot directional signage allowed and must be solely intended to direct parking lot traffic and may not exceed six square feet, and may not have any business identification or emblems. In some

cases, at Architectural Review Committee's discretion, Single Occupant Retail tenants may be eligible for identification on certain type "B" and type "C" Bay Vista Village monument signs.

a. Building Signs:

(i) Internally or externally illuminated building signage allowed. Halo-lit metal signs are encouraged.
(ii) One building sign allowed per building elevation visible from street or right of way (public or private) and parking lot.
(iii) Cumulative allowed sign areas for each Single Occupant Retail Building within Bay Vista Village shall not exceed 10% of the wall plane area the sign is mounted to. Note: square footage shall be measured by boxing individual letters and symbols, maximum 100 square feet.

b. Blade Signs: Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to submitting an application to the city.

(i) Size: Blade signs are to be a maximum of 24 inches high x 36 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of three inches.
(ii) Quantity: Tenants with one street frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street frontage (public or private).
(iii) Custom shapes other than a rectangle or square are encouraged.
(iv) Lettering and graphics should be raised/ dimensional. Flat vinyl graphics are heavily discouraged.
(v) Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there will be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.
(vi) The minimum clearance for blade signs is 8 feet from grade to bottom of sign.
(vii) Placement of blade sign in most cases should be directly over the primary entrance to the Tenant space or centered along tenant frontage, if two or more tenants share an entrance.
(viii) Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be the sole judge as to the acceptability of materials and designs.
(ix) Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

c. Window Lettering: Window lettering must meet the following criteria:

(i) All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door.
(ii) The logo and name of the store may be represented by letters up to a maximum height of 6 inches.
(iii) Store hours on the entry door are encouraged.
(iv) If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2 inches high, Helvetica Light font made of white vinyl applied at 5-feet, 6-inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

6. IN-LINE RETAIL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: Not permitted.

ii. Building Signs

a. Internally or externally illuminated building signage allowed. Halo-lit metal signs are encouraged.

b. One building sign allowed per Tenant visible from street or right of way (public or private) and parking lot.

c. When calculating allowed area of building signage for in-line retailers the following criteria apply:

(i) Width of sign may be no more than two thirds the width of the elevation to the Tenant space to which sign will be attached.
(ii) The maximum letter height shall be 18 inches, and logos or emblems may be no larger than 30 inches in height. If two lines of copy are used, the combined height of both rows may be no larger

than 28 inches.

(iii) Cumulative allowed sign areas for each in-line retail tenant within Bay Vista Village are as follows: 8% of wall plane the sign is mounted to, not to exceed 50 square feet. Note: Square footage measured by boxing individual letters and symbols.

iii. Blade Signs: Blade signs will be required for Bay Vista Village In-line Retail tenants. Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to submitting an application to the city.

a. Size: Blade signs are to be a maximum of 24 inches high x 42 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of 3 inches.

b. Quantity: Tenants with one street or plaza frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street or plaza frontage (public or private).

c. Custom shapes other than rectangle or square are encouraged.

d. Lettering and graphics should be raised/dimensional. Flat vinyl graphics are discouraged.

e. Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there will be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.

f. The minimum clearance for blade signs is 8 feet from grade to bottom of sign.

g. Placement of blade sign in most cases shall be directly over the primary entrance to the Tenant space or centered along tenant frontage if two or more tenants share an entrance.

h. Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be sole judge as to the acceptability of materials and designs.

i. Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

iv. Window Lettering

a. All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door. Gold or silver leaf is encouraged.

b. The logo and name of the store may be represented by letters up to a maximum height of 3 inches.

c. Store hours on the entry door are encouraged. The store hours lettering may not exceed 9 inches high x 12 inches wide.

d. If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2 inches high, Helvetica Light font made of white vinyl applied at 5 feet, 6 inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

7. RESIDENTIAL SIGNAGE CATEGORY: SIGNAGE RULES

i. Freestanding Signs: One freestanding neighborhood identification sign is permitted at each entrance to a residential neighborhood or as allowed by BMC 20.52. Halo or indirect illumination is allowed. Parking lot directional signage allowed and must be solely intended to direct parking lot traffic.

ii. Building Signs: The following rules for residential building signs apply: (Note: Square footage shall be measured by boxing individual letters and symbols.)

a. Building signs may be substituted for freestanding signs.

b. Halo or indirect illumination is allowed.

iii. Size

a. Standard allowance to be 20 square feet per sign.

b. 30 square feet per sign: to be allowed if the following materials are used: brass, copper, chrome, brushed or polished aluminum, stainless steel, etched glass, stone, gold or silver leaf, porcelain and hardwoods.

iv. Blade Signs: Blade signs are allowed at residential amenity space entryways or leasing and sales offices. Blade signs are to be designed and constructed using the following criteria. As with all signs, blade signs must be approved by Architectural Review Committee prior to construction.

a. Size: Blade signs may be a maximum of 24 inches high x 36 inches wide in size and a minimum of 1 inch thick with a maximum of 2 inches in thickness for the background panel. Raised graphics may be a maximum of .5 inch thick for an overall maximum thickness of 3 inches.

b. Quantity: Tenants with one street frontage are allowed one blade sign. Tenants located on a corner are allowed one blade sign per street frontage (public or private).

c. Custom shapes other than rectangle or square are encouraged.

d. Lettering and graphics should be raised/dimensional. Flat vinyl graphics are heavily discouraged.

e. Blade signs are to be installed on custom metal brackets/hangers. In an attempt to promote individuality for each tenant, there shall be no common bracket for blade signs. Tenants are encouraged to be creative in their design and fabrication of this element.

f. The minimum clearance for blade signs is 8 feet from grade to bottom of sign.

g. Placement of blade sign in most cases shall be directly over the primary entrance to the Tenant space or centered along tenant frontage if two or more tenants share an entrance.

h. Blade sign material shall be a high quality material such as wood, metal or glass. Architectural Review Committee will be sole judge as to the acceptability of materials and designs.i. Illumination. Lighting of the Tenant's blade sign is allowed. The Architectural Review Committee shall approve the lighting design before installation of such lighting. Electricity for spotlighting must come from Tenant's space and the lighting must be installed by a licensed electrical contractor. External lighting must be baffled or shielded to reduce glare in the eyes of pedestrians.

v. Window Lettering

a. All lettering is to be professionally painted or applied vinyl directly on the inside of the storefront glass door. Gold or silver leaf is encouraged.

b. The logo and name of the store may be represented by letters up to a maximum height of 3 inches.

c. Store hours on the entry door are encouraged. The store hours lettering may not exceed 9 inches high x 12 inches wide.

d. If Tenant has a non-customer door for receiving merchandise, the Tenant's name and address, number only, may be applied on the door. The letter height is to be 2" high, Helvetica Light font made of white vinyl applied at 5 feet, 6 inches above bottom edge of door. Where more than one tenant uses the same door, each name and address shall be applied.

8. BAY VISTA VILLAGE IDENTIFICATION AND DIRECTIONAL SIGNAGE

i. Primary Bay Vista Village Identification Monument Signs: Bay Vista Village may have up to three primary identification freestanding monument signs (entrance and portal) and may share one primary identification freestanding monument sign (portal) with the residential community. Maximum size shall be 100 square feet.

ii. Secondary Identification Monument Signs: Bay Vista Village may have up to four Secondary Identification Monument Signs, one per building. Maximum size shall be forty square feet.

iii. Directional Tenant/Building Owner Signs: Bay Vista Village may have freestanding and/or wall directional signs as needed to help pedestrian and automobile traffic locate various retail tenants and building owners within the Village. The style of these signs is to be consistent with primary and secondary monument signs. Maximum size shall be six square feet.

K. GLOSSARY

Definition of terms shall be in accordance with the definitions of the BMC with the following additions and/or revisions.

ARCADE – A colonnade with arched openings.

BLADE SIGNAGE – A vertically oriented sign hung from, and perpendicular to, a facade so that it may be read by pedestrians on the sidewalk.

BLOCK – A unit of land bounded by streets on all sides.

BUILDING HEIGHT – The distance from the average finish grade at the façade to the highest point of a flat roof, or midpoint of the slope on a pitched roof.

CHEEKWALL – The side wall of a flight of stairs or steps.

COLONNADE – A covered passage way supported by column, and lintels open to the street with rectangular openings.

COURTYARD – A courtyard is a space defined by a single building or multiple buildings on at least two sides, and a fence or building or other well-defined edge on all other sides.

DOOR-YARD – The area between the setback and the public sidewalk. Planting, porches, lead walks, stoops and fence occurs within this area.

FOOTPRINT – The footprint is an outline showing the extent to which a home, building, or other architectural element covers the lot on the ground level.

FRONTAGE OCCUPANCY – The minimum amount of primary façade that must be built along a setback.

FURNISHING ZONE – A continuous zone extending the entire length of commercial and mixed-use streets parallel to the street and delineated from the back of curb, having a consistent width that is identified for the placement of permanent elements such as street trees, tree pits, tree grates, street lights, trash cans and benches. Moveable tables and chairs are not prohibited from this zone.

GARDEN WALL – A wall that separates a courtyard, front yard, or service area from the street in order to screen private activities from the public realm. Garden Walls are independent walls over four (4) feet high.

LEAD WALK – Pavement that is intended for pedestrian travel to and from a building entryway, courtyard and the sidewalk.

LIVE-WORK – A live-work building/unit is one in which the bottom floor is designed for commercial uses and the space above is designed for, and occupied by, residential uses. It is also designed such that the attached residential unit could have direct access to the commercial space if the residential occupant were also the commercial tenant or commercial business owner, but can be secured (prohibiting access from the above residential unit to the commercial space below) if resident is not the commercial tenant or commercial business owner.

LOGGIA – Similar to a porch, a loggia is a covered exterior space, but one that is set inside or recessed into a facade (as opposed to a porch which protrudes or extends beyond the facade of a building.

MIXED-USE BUILDING – A building with two or more uses having a different use on the ground floor (e.g., retail on the ground floor and residential above).

OPEN SPACE – An area that is intended to provide light, air, and/or views or general appearance of openness, and is designed for scenic, recreational, private, or environmental purposes.

PAIRED FACADES – Two facades next to each other, sitting in front of an open space composed with the same or a complimentary architectural design and character.

RESIDENTIAL MIXED-USE BUILDING – A mixed-use building that requires residential use on the second and higher floors.

PORCH – A porch is a covered, platform raised above the surrounding ground providing a transition from the public to private realms and entry into usually a single dwelling unit but, on occasion, multiple dwelling units.

PRIMARY FACADE – All elevations (Front and Side) that are parallel to, or are clearly visible from a street.

SCREENING – A natural or constructed barrier consisting of any landscaping, fencing, or other barrier intended to block a view.

SECONDARY FAÇADE – All elevations that are not defined as a primary façade.

SET PIECE FAÇADE – A primary facade in a prominent location that should be designed as a focal element with a greater amount of detail than the surrounding buildings.

STOOP – A raised, covered or non-covered, projecting stairway that connects a building's porch or entryway to the ground usually at the front yard a building.

STREET FRONTAGE – The building or house facade running parallel to a public street or private street.

STREET WALL & FENCE – The street wall, or street face, is the visual three-dimensional wall that is formed by, and composed of, the primary facades located along the build-to line.

THRESHOLD – A passageway enclosed by buildings on both sides and above by building or other architectural elements, that one moves through to enter a space or street.

TOWER ELEMENTS – An integrated, architectural element that extends above the roof line that may be used for signage/advertisement per approval of the Bay Vista Architectural Review Committee.

VISITABLE DWELLING UNIT & VISITABLE ENTRIES – A visitable dwelling unit includes at least one zero-step entry, located at either the front or back of a unit, with a minimum 3-foot wide entry door and includes, among other things, 3-foot passage doors throughout the ground floor of the entire unit. A visitable entry is a zero-step entry to a dwelling unit.

L. DESIGN INTENT

The intent of the Bremerton Housing Authority's Master Plan for the Bay Vista site is to have the community follow the principles of traditional neighborhood design. Early in the last century, communities were much more pedestrian-friendly and socially connected. In a traditional neighborhood, one will see residential and commercial uses mixed, or in close proximity to each other. Newer communities, however, have segregated these uses, requiring residents to use their automobiles to do anything outside of their homes. The goal at Bay Vista is to encourage resident interaction by making the streets and buildings as pedestrian-oriented as possible, and to provide mixed uses that allow residents to walk down the street to purchase some basic needs, rather than leaving the community and driving to a retail destination for every need.

The look and feel of the community should enhance the pedestrian experience, and the design concept of a varied and interesting village that has evolved and built up over time is a design objective. Large buildings should be designed such that their facades have the appearance of several smaller buildings, using varied colors and materials and modulation, to reduce their apparent scale. Houses and individual townhouse units should be designed to appear as unique buildings grouped together, rather than repetitions of the same façade.

Commercial and retail buildings should enhance the window shopping experience, and create a sense of liveliness and quality through the use of varying materials, colors, signage and awnings. Commercial streets should contribute to this effect with enhanced paving materials and the use of street trees, street furnishings and pedestrian-scaled lighting. Commercial and mixed-use buildings should have a timeless character, and a northwestern look and feel.

This section will work in tandem with Section IV Zoning and Development Standards. The Design Standards are not City regulations, but will be adopted as Covenants, Conditions, & restrictions (CC&R's) applicable to all property within Bay Vista. The Bay Vista Architectural Review Committee (ARC) will be responsible for their enforcement. The ARC will review all building and related applications before they are submitted to the City to ensure compliance with these standards (details are available through the Architectural Review Committee).

Published for

May 28

Study Session

Comments

Item B11

From: Travis Merrigan <bikebremerton@gmail.com>
Sent: Tuesday, May 27, 2025 6:16 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Subject: Parking for the Comp Plan: Support the plan approved unanimously by Planning Commission

Greetings City Council,

I encourage you to support the parking plan that was unanimously approved by the Planning Commission, which you'll discuss at the May 28 Study Session.

The new parking rules are a step towards addressing one of Bremerton's primary opportunities/problems: we need more housing in the city. Removing the onerous parking requirements make low-cost housing easier and less expensive to build. Bremerton's new regulations will go a little bit further than the new state law requires, and that's good.

To be clear, the new rules do NOT limit landowners or developers from making new parking - they can build as much parking as they want. But it eliminates the government mandate the if you build housing or a new business, you must build a minimum amount of parking. Creating parking isn't free, and current parking minimums increase the cost for entrepreneurs and housing developers.

Prior to this action, City Council has moved to open our city to new development. You increased height limits in many parts of the city, and already tentatively removed parking minimums from businesses. Congratulations for saying YES to development of all kinds!

Tomorrow, you'll discuss the parking plan that is one of the final pieces of an excellent 2044 Comprehensive Plan. I urge you to approve the recommendations of the Planning Commissions.

Kudos to both Planning Manager Garrett Jackson, who skillfully guided the process. And to Planning Commissioner Erik Pedersen, who has pushed for reductions for his entire time on the Planning Commission.

Thank you,

Travis Merrigan
Bremerton

C1

2025 – 2026 City Council Goals & Priorities

As established by input at the Joint Planning Session on February 8, 2025

Community & Employee Engagement

1. Increase public engagement
   i. Develop Community Outreach Policy
   ii. Public outreach pre-budget season
   iii. Re-establish outreach program with High Schools within Bremerton City Limits

Economic Development

2. Continue work with the Greater Kitsap Chamber, Kitsap Economic Development Alliance, Downtown Bremerton Association, etc. to promote economic development initiatives
3. Promote economic development initiatives
   i. Main Street Certification
   ii. Historic preservation policy
   iii. Chronically vacant building policy development
   iv. Incentives & funding to include but not limited to commercial areas
      a. Wheaton Way Corridor
      b. Charleston District
      c. Harrison Heights
4. Develop Annexation Strategy in collaboration with Kitsap County
5. Update Lodging Tax Advisory Committee Policies and Procedures

Housing Equity

6. Ensure rental housing standards are met
7. Set Policy for surplussing excess city-owned parcels for affordable housing projects
8. Support creative humane housing solutions for wide variety of housing types
   i. Support community partners in development of low-barrier hybrid shelter and low-income housing
   ii. Continue to evaluate and adopt regulations that foster the development of housing for low income and support creation of “missing middle” housing
   iii. Review Multi-Family Tax Exemption Policy
   iv. Develop policies and ordinances that address displacement impacts to low-income residents in all housing types, including manufactured homes and mobile home parks

Parks and Environmental Stewardship

9. Develop policies that encourage environmental stewardship
10. Continue support of Kitsap Lake Water Quality Program
11. Support sustainable funding for Parks operation
12. Manage the watershed for water quality
    i. Update Utility Lands Management Plan

Public Safety and Support

13. Increase public safety funding
14. Communicate impact of current public safety policies and programs

Transportation and Multimodal Support

15. Increase residential street maintenance funding
16. Establish ranking system for scoring transportation projects in collaboration with Public Works
17. Prioritize multimodal connectivity
    i. Trail network throughout Bremerton
    ii. Development of Jarstad Park to Kitsap Lake Trail
    iii. Warren Ave bridge
    iv. Develop data-based traffic-calming policy prioritizing pedestrians and cyclists
18. Prioritize Council-initiated Public Works Policies
19. Update the Complete Streets Ordinance including a resident-led commission

C2

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