

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

April 28, 2020
6:00 PM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Call to Order

Pledge of Allegiance

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting of April 14, 2020.
- B. Payment of checks #81094 through #81108 and #81109 and #E00056 through #E00060 and #901146 through #901147 and #901148 and #901149 through #901150 and #901151 and #81114 through #81151 and #E00061 through #E00070 and #901152 through #901154 from the General Fund for \$289,190.84; #E00055 and #81093 and #81110 through #81113 from the Construction Fund for \$389,194.08.

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

- 1. Harbor Security Personal Services Contract with Bradley Public Safety & Security
Tabled on December 10, 2019
- 2. Consultant Agreement with Rice Fergus Miller, Inc. for Olympic View Industrial Park Master Development Plan
- 3. Resolution 2020-04 providing for acceptance of a Community Aviation Revitalization Board (CARB) loan for the Bremerton National Airport Multipurpose Facility

Staff Reports

Commission Reports / New Business

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>04/28</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting –via Zoom</i>
<i>05/05</i>	<i>10:15 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Board</i>
<i>05/06</i>	<i>1:00 pm</i>	<i>Puget Sound Regional Council EDD Executive Committee</i>
<i>05/12</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting –potentially via Zoom</i>

PLEASE NOTE: ALL MEETINGS BEING HELD REMOTELY

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

April 14, 2020
10:00 AM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
Sherman Hu
Arne Bakker
James Weaver
Warren Hendrickson
Ginger Waye
Taylor Korizon
Anne Montgomery, Atty

Call to Order

President Bozeman called the meeting to order at 10:08 a.m.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting and executive session of March 24, 2020.
- B. Payment of checks #81047 through #81076 and #E00040 through #E00045 and #901140 through #901142 and #E00046 through #E00053 and #81081 through #81089 and #81090 through #81091 and #901143 and #901144 through #901145 and #81092 and #E00054 from the General Fund for \$103,611.55; #81040 through #81046 and #81077 through #81080 from the Construction Fund for \$60,349.10.

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Legislative Update – Dylan Doty, Doty & Associates, Inc.

Mr. Doty provided an overview of the 60-day legislative session which adjourned sine die on March 12, 2020. He discussed the impact and significance of COVID-19 during the last two weeks of the session and the potential for a special session. There was discussion on tax increment financing and the impacts of TIF on the State's general budget.

He provided a sense of where the Port is with the legislature noting the significant number of upcoming elections and the need for educating local legislators on Port issues. He discussed the need for having an action plan in place for the big ask for the Port Orchard Marina breakwater especially since the City of Port Orchard will also have a large ask and competing with Port Orchard could be detrimental. There was full discussion on working with the City on a joint approach for the entire downtown effort as that approach will be much stronger.

Mr. Doty highlighted recent discussions on Gorst transportation issues and the need for federal funds along with state and local components noting that Congressman Derek Kilmer is trying to position this transportation need for any federal stimulus package that may become available. All local agencies will need to be on board.

Mr. Doty closed by stating he will continue working on the breakwater process with CEO Rothlin.

Work Study Session

1. Master Development Planning – Steve Rice, Rice Fergus Miller (RFM), Inc.

CEO Rothlin provided background on the master planning process noting that the intent was to present it at the March 13 retreat that had to be postponed due to COVID-19.

Mr. Rice detailed the RFM focused master planning proposal that was built around three distinct activities: land use planning; identity planning; and environmental/ecological impact. He noted that a list of deliverables was provided to the Board in a written proposal. In responding to questions from the Board, Mr. Rice discussed planning for more consistency within the park; best use for currently available land and how it fits with what is already in use; how planning would be folded in with the airport dynamic if it comes into a larger scale; and the intent for opening additional opportunities to bring new companies to the Port. Mr. Rice noted that RFM excels at being idea makers so if the Port is interested in being proactive, RFM will be able to provide interesting and compelling ideas to be considered. Schedule for completion of the study once implemented would be 3-4 months. Mr. Rothlin and Mr. Rice will negotiate terms and an action item will be brought to the board.

Citizen Comments

Roger Gay, South Kitsap

- Stated he was a member of the planning advisory committee for the airport master planning process and suggested inclusion of the public for the industrial planning process also.

Action Items

1. Rent relief program due to financial hardship caused by COVID-19 outbreak

Presented by Jim Rothlin, Chief Executive Officer

Following presentation and discussion;

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the rent relief program and authorize the CEO to enact the proposed program for all tenants requiring assistance due to financial hardship during the COVID-19 outbreak.

MOTION CARRIES, 3-0

Staff Reports - None

Commission Reports/New Business

Commissioner Strakeljahn

- Reported on the Kitsap Regional Coordinating Council (KRCC) TransPOL meeting during which he and COO Fred Salisbury presented the Airport Industrial Way construction project as a Regional and Countywide Transportation Competition project. He provided detail on a follow-on meeting regarding forming a coalition to address the Gorst traffic concerns during which it was determined the Port should take the coalition lead.

Commissioner Anderson

- Confirmed Commissioner Strakeljahn would be able to attend the upcoming Puget Sound Regional Council (PSRC) emergency executive board meeting.

Commissioner Bozeman

- Requested security at the marinas be revisited due to heightened security concerns related to COVID-19 issues. Staff will put together a security report by facility for the Board to consider at the next meeting.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 11:20 a.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
April 23, 2020

Gary Anderson
Commission Secretary
April 28, 2020

Draft

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item 1 - Tabled from December 10, 2019
Subject: Marina Security Personal Services Contract
Exhibits: Contract for Marina Security Services (Revised)
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: April 28, 2020

Summary:

As requested by Commissioner Bozeman at the April 14, 2020 Commission meeting, the marina security contract is being brought back before the Board due to the increase in security issues and items related to COVID-19.

This item was discussed before the Port of Bremerton Commissioners on December 10, 2019 and was tabled until the January 14, 2020 meeting. At the January 14, 2020 meeting the item was opened for discussion, was discussed, and then remained tabled to an undetermined future meeting.

The Port Orchard marina and Bremerton marinas combined include more than 550 permanent moorage slips for local marine vessels ranging in value from a few thousand dollars all the way to berthing multi-million-dollar yachts. Both marinas are positioned on the public waterfront for the Cities of Bremerton and Port Orchard and in areas that serve as busy public transportation hubs for the region. Together, the two marinas also have near 50 live aboard boaters who consider these marinas as their home. Ensuring a safe marine environment is a goal of the Port of Bremerton.

This contract before the Commission is with Bradley Public Safety & Security to provide nighttime security for both the Port Orchard and the Bremerton Marinas, seven nights a week for the year of 2020. The contract includes Port dedicated security personnel, patrolling the marina grounds, the parking lots, the waterfront boardwalk, responding to medical and other emergencies and ensuring public safety for the marina tenants, visitors, and community stakeholders.

The review process included receipt of proposals from three different firms for the same Port marina security services. Bradley Public Safety & Security was the lowest provider of the proposed services, with an amount of \$1,260.00 billed weekly.

Fiscal Impact:

The contract is for providing marina security to both Port Orchard and Bremerton, 7 days a week, nightly at \$1,260.00 billed weekly, beginning service on June 1, 2020. (\$37,800 for remainder of 2020).

Recommendation:

Recommendation is to take the motion from the table and approve the contract with Bradley Public Safety & Security services.

Motion currently on the table for Consideration:

Approve the selection of Bradley Public Safety & Security for provision of nightly marina security services and to authorize the CEO to execute the contract for said services.

PERSONAL SERVICES CONTRACT

This agreement is made this 5TH day of MAY, 2020, between the PORT OF BREMERTON ("Port"), a municipal corporation and BRADLEY PUBLIC SAFETY & SECURITY DBA PORT OF BREMERTON PUBLIC SAFETY ("Contractor"), for the furnishing of personal services for Marina Security hereinafter referred to as the "Project".

The Port and the Contractor agree as set forth below:

I. SCOPE:

The Contractor shall provide all necessary personal services for this project to accomplish the work specified in Exhibit A hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Contractor for work described in Exhibit A in accordance with the mutually agreed upon "Fee Proposal" as set forth in Exhibit A. Payment of compensation specified shall be made monthly. Contractor should forward requests for payment within 10 days after the end of the month. Payment shall be made 30 days from date invoice is received by the Port.

A. Upon execution of this Agreement, the Contractor may submit requests for payment for professional services rendered from the date of execution of this Agreement. Contractor will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.

B. Compensation will only be made to the extent to which the Contractor has documented evidence of fees earned and provides supporting documentation for expenses incurred during the period for which payment is requested. All billings shall be to the Port of Bremerton, 8850 SW State Hwy 3, Bremerton, WA 98312.

C. Reimbursable expenses in connection with the Agreement include, but are not limited to postage, fax, long distance calls, plots, and other fees expended on behalf of the project, etc. All reimbursable expenses will be at cost.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Exhibit A is \$ \$1,260.00 per Week (or \$ 65,600.00 per year) and *shall not be exceeded without the written authorization of the Port*. Contractor shall insure that their services are allocated so as to complete all tasks of the work as described in Exhibit A.

IV. CHANGES:

The Port may, at any time, make changes in the scope of the work specified in Exhibit A. If, in the opinion of the Contractor, such changes will require the Contractor to exceed the maximum authorized compensation specified in paragraph III, the Contractor shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties, however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Contractor agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Contractor's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

A. The Port shall designate a project manager to coordinate and review the work of the Contractor and to coordinate the work of the Contractor with all agencies and individuals involved with the Project. Project Manager for the Port is James Weaver, Director of Marine Facilities. The Contractor is expected to work closely with the Project Manager and team throughout the duration of this Agreement.

VII. DESIGNATION OF CONTRACTOR PROJECT MANAGER:

The Contractor has designated Jacob Bradly, Owner as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Contractor shall transmit to the Port a copy of all final field notes, reports, photos, and other project documents of relevant security information as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All final field notes, reports, photos, and other project documents of relevant security information prepared or obtained for use in this project shall become the property of the Port and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Contractor.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Contractor. Contractor shall not make any of the above documents available to any person, except as may be necessary to the performance of Contractor's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Contractor shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Contractor covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Contractor shall at all times conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

- A. The Contractor will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.
 - 1. For agreements over \$10,000, the Contractor shall be prepared to submit, if requested by the Port:
 - a. A current personnel profile identifying all minority and female employees.
 - b. The company's Affirmative Action Officer's name and telephone number.
 - 2. For agreements less than \$10,000, the Contractor shall indicate their commitment to affirmative action and equal employment.
- B. The Contractor shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.
- C. The Contractor will act without discrimination when engaging subContractors to perform work under this Agreement and will give equal consideration to minority and female owned firms.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant, and all subcontractors retained by the Consultant and engaged in the work, shall be fully qualified and shall be authorized under State and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Contractor and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Contractor, which action arises out of or in connection with this Agreement shall be in Kitsap County.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Contractor agrees to defend, indemnify, and save the Port of Bremerton harmless from all liability arising out of the Contractor or his staff's negligent performance of the services under this Agreement.

B. Errors and Omissions

The Contractor agrees to indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission reports, specifications, or in performing services under this Agreement, provided, however, that the Contractor shall not be required to indemnify any party for an amount exceeding \$1,000,000 on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Contractor under this Agreement shall in any way relieve Contractor of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other remedy which may be available to it by law or under the terms of this Agreement.
3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Contractor shall provide insurance, or other coverage, which will protect against losses attributable to Contractor's errors or omissions in an amount of not less than \$1,000,000 on any one occurrence.
4. Neither review nor approval of the Contractor's work by the Port shall in any way relieve the Contractor from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Contractor from liability to the Port.

DATED this 5TH day of MAY 2020.

PORT OF BREMERTON

BRADLEY PUBLIC SAFETY & SECURITY
DBA PORT OF BREMERTON PUBLIC SAFETY

By _____
Jim Rothlin, CEO

By _____
Jacob Bradley, Owner

Exhibits:

"A" Scope of Work & Fee Proposal

EXHIBIT A: SCOPE OF SERVICES

Public Safety Contract – Port of Bremerton

For questions please e-mail us at bradleypps@outlook.com or call (478)228-7544.



Agreement for Service Terms

This contract for public safety services is hereby entered into commencing JUNE 1, 2020 and terminating on DECEMBER 31ST, 2020, with option for one (1) year extension. This agreement is mutually agreed upon between **BRADLEY PUBLIC SAFETY & SECURITY DBA PORT OF BREMERTON PUBLIC SAFETY** hereby referred to as "VENDOR" and the **PORT OF BREMERTON** hereby referred to as "CLIENT". The scope of work has been outlined below:

- Patrol on foot and in designated patrol vehicles
- Investigate suspicious activity, report to local law enforcement when needed
- Respond to all calls for service, including emergency situations
- Ensure security of all POB buildings and piers
- Write reports on shift activities
- Provide customer service as needed

Both VENDOR and CLIENT agree that the contract amount shall not exceed **\$1,260.00/ week**. This amount will be invoiced weekly beginning on JANUARY 19, 2020.

Both VENDOR and CLIENT agree that the scheduled times for services shall be as follows:

Monday: 10:00pm- 4:00am

Tuesday: 10:00pm- 4:00am

Wednesday: 10:00pm- 4:00am

Thursday: 10:00pm- 4:00am

Friday: 10:00pm- 4:00am

Saturday: 10:00pm- 4:00am

Sunday: 10:00pm- 4:00am

It is further agreed that VENDOR cannot be held liable or responsible for any incidents that occur outside of those service hours specified here. VENDOR and CLIENT also agree that contracting of public safety services does not ensure that incidents and/or bodily injury will not occur.

EXHIBIT A: SCOPE OF SERVICES

Outside Contract Hours

VENDOR will attempt to accommodate CLIENT requests for additional public safety services outside of regularly scheduled hours, with no guarantee of availability. This rate will be a standard flat rate of **\$35.00/hour** and will be added to the weekly invoice.

Standards of Conduct

VENDOR will provide properly licensed, certified, and commissioned personnel as applicable. It is agreed that these personnel shall follow all laws and regulations regarding public safety operations as directed by WA State RCWs and WACs; and as directed by the policies and procedures mandated by the WA State Criminal Justice Training Commission. CLIENT understands that the code of conduct may prohibit on-duty personnel from engaging in certain activities requested by CLIENT if said request violates policies and procedures.

Extension of Contract

This contract shall be renewed in writing no less than 30 days prior to expiration. If less than 30 days written notice is given, VENDOR does not guarantee the continuance of service.





Port of Bremerton 2020 Marina Security Survey Results

In February 2020 a survey was sent to more than five hundred Port of Bremerton marina tenants. The short survey included questions related to security matters at the Port Orchard marina and Bremerton marinas. More than 94 tenants responded to the survey and provided individual comments related to the marinas. Attached are the results of the survey.

1. In general, how concerned are you about security at the marina?

	Number of Response(s)	Response Ratio
Very concerned	26	27.6%
Somewhat concerned	26	27.6%
A little concerned	31	32.9%
Not at all concerned	10	10.6%
Other	1	1.0%
No Responses	0	0.0%
Total	94	100%

2. Are there concerns about security at a specific area within the marina?

Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.

	Very concerned	Somewhat concerned	A little concerned	Not at all concerned	N/A
At or on the docks?	18 20%	27 30%	24 27%	20 22%	0 0%
At the marina restrooms or laundry?	16 18%	26 29%	25 28%	22 25%	0 0%
At the waterfront boardwalk?	17 20%	25 29%	24 28%	17 20%	2 2%
At the waterfront public park?	15 18%	23 27%	24 29%	19 23%	3 4%
At the marina parking lot?	19 22%	20 23%	29 33%	16 18%	3 3%

3. Have you experienced a break-in, theft, or other security event at the marina?

Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.

	Yes	No
At or on the docks?	27 29%	67 71%
At the marina restrooms or laundry?	11 13%	77 88%
At the waterfront boardwalk?	4 5%	83 95%
At the waterfront public park?	3 3%	84 97%
At the marina parking lot?	11 13%	77 88%

4. How likely are you to use the following for reporting a security event?

Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.

	Very likely	Somewhat likely	Unlikely	Not at all likely	N/A
Contact 911?	57 64%	20 22%	9 10%	3 3%	0 0%
Contact a night time security officer?	38 43%	23 26%	14 16%	5 6%	9 10%
Contact an after hours security phone number?	37 43%	25 29%	15 17%	5 6%	5 6%
Contact the marina office or Port staff during business hours?	72 80%	14 16%	4 4%	0 0%	0 0%
Contact fellow boaters?	45 50%	27 30%	15 17%	3 3%	0 0%

5. Do you think a night time security officer would be beneficial?

	Number of Response(s)	Response Ratio
Yes	69	73.4%
No	20	21.2%
No Responses	5	5.3%
Total	94	100%

6. Would you support the addition of a \$10 monthly security fee for night-time guard services?

	Number of Response(s)	Response Ratio
Yes	60	63.8%
No	26	27.6%
No Responses	8	8.5%
Total	94	100%

7. How would you rate the general satisfaction with the Port Orchard and/or Bremerton Marina?

	Number of Response(s)	Response Ratio
Highly satisfied	64	68.0%
Somewhat satisfied	23	24.4%
Neutral	4	4.2%
Somewhat dissatisfied	0	0.0%
Highly dissatisfied	0	0.0%
Other	0	0.0%
No Responses	3	3.1%
Total	94	100%

8. Do you have any suggestions or comments related to improving our marina security?

Adding security staff and having some occasional police presence would go a long way!!
Make the dock gates/doors harder to get around. Too easy to hop around on the sides
Being informed when problems happen at the marina. Facilities are reasonably secure. Good job.
Training or messaging the tenants about proper security practices. The tenants generally don't know who is trying to access the docks, unless we see the person using a fob.
There should be a guard walking the docks and the parking area and those moored there should be able to call security directly if they need their help. It should be included in our monthly fee with no increase!!! The City of Port Orchard should increase their patrols in the parking lot since they are responsible for that area.
The marina has lots of public spaces. Is it possible to coordinate with Bremerton/Port Orchard police for added presence. I don't believe I have ever seen a police presence around Bremerton Marina.
give live aboard tenants priority on slip changes.
For an urban setting, you do fine. I appreciate all the effort and money that is going into the waterfront.
Keep us informed of the security issues. More outside lighting around toilets and gates
Add more security cameras with night-vision capabilities to the docks. These should be included with this additional monthly fee for marina tenants. Cameras that surveil the waterways between the docks should also be added/positioned to capture any floating motion.
I am a liveaboard, but not there very often. I travel a lot. I think the marina with the help of the liveaboards should have a picnic or BBQ so we can all meet each other and know who lives in the marina and on what dock. I know we all want our privacy, but knowing there is another person 5 boats down, just in case, might be beneficial.
Maybe more cameras, down at the docks(even fake ones)facing every which way. I think that would help ALOT thieves don't have a clue, and if they see a red light, I think they would back off.
I have worked for 20 years in loss prevention and security and would be glad to provide consulting to the marina for proper upgrades to enhance the safety of the tenants. Please feel free to contact me.
cameras coving all docks, gates and water entry points More cameras more lighting and a visual security presence would deter much.

Individual Comments on Question #8: Do you have any suggestions or comments related to improving our marina security? (continued)

How does this marina rank with others around? It seems like the easy stuff has been addressed: plenty of lights, locked access, live aboards scattered about, etc. How about camera systems? Increased drive through by local cops? Direct dial security phone or number?

Again, I am more worried about damage to my boat from Kitsap Transit foot ferries than by individuals. Having said that, there is no shortage of strange characters frequenting the area, particularly at night.

I think the doors to get onto the docks should require a keycard to enter and exit. If someone sneaks in behind a tenant, they wouldn't be able to get back out, that would be red flag if anyone sees someone who can't get out. "How did they get in in the first place".

Better signage for Marina Tenant Parking in Port Orchard. Take over the select city of port orchard parking stalls, on the back side of the marina parking, for more tenant parking. A new break water is really needed in Port Orchard.

Thank you! I think in general it is fine.

Best marina around, thanks for everything. We could use some good security cameras, especially by the guest dock.

Getting police involved as almost all our problems have been with the public boardwalk. When did we start allowing people just to drive their cars up on the boardwalk?

Limit the number of keys and parking passes to as few as possible.

Usually the danger is from the seaward side - anyone with a small boat can get in by water. Well-advertised Security Cameras might help.

Start with the entry above "B" dock, then provide a consistent nighttime patrol of docks and boardwalk. Also remove the homeless guys camping around the public restrooms on boardwalk.

Anyone can enter from the water side. In the case I related. the video cameras captured the thief leaving through the gate but couldn't see his face as his back was toward the camera. Property crime is low on the list of priorities for the police - I know, I am a former officer. Any effective crime prevention will need to be done by ourselves

Secure bicycle parking. Apprise tenants of security issues, especially repeat problems so that we can all learn what may be occurring; this would also help stem the rumor mill. Encourage access challenge, i.e. it is acceptable to ask strangers on the tenant dock where they are going and whether they have a right to be there.

When there is a break in on a boat in our marina let us know in case we saw something or can just be a little more watchful. Even if a suspicious person is seen on the docks, we should know to watch out for them. I believe marina security goes farther than just break in's and suspicious people. Leaking faucet, hoses, sinking boats an hazards debris

Individual Comments on Question #8: Do you have any suggestions or comments related to improving our marina security? (continued)

Liveboards help, although the D dock crowd sometimes seems a bit sketchy. It's also fairly easy to get around some of the gates if you forget your pass token (in fact some dock neighbors have suggested that they don't carry theirs because everyone can get around the gates.)

Upgrade your cameras in the parking area and all areas of the docs so that every boat is covered 24x7. Easy to do, relatively inexpensive now too.

I don't know, maybe it is, I would like the personal information of my visit to the marina to be kept by the office workers closed to all unauthorized private individuals. More dock cameras

Video surveillance/recording covering docks, parking lot, marina uplands, marina entrance, fuel dock. Advertise the coverage so tenants/customers AND potential bad guys know about it.

Extra guard railing or fencing around dock entry doors to prevent access from non tenants seems to be the biggest problem Might add security cameras

Questions 1-7 are answered on the basis of our experience thru September of 2019. If there have been incidents since then, we are not aware of them. We have our boat in Port Townsend for maintenance and plan to be back in the marina in April.

On the north break water inner dockage, folk would climb the fence and board the boat.

Would like security cameras at both ends of each dock that only tenants and Port can log onto and especially one at every gate. Also, would like the Port to work with the city and county to have surplus homeless shelter beds . Rather put tenant funds there . When shelter beds are in place ridged anti vagrant and camping ordinances are lawful.

A private or public security service that is equipped to handle the continuing and escalating migration of homeless, mentally ill, drugged thieves that have homesteaded the public access to marina properties. This IS NOT a job for the maintenance staff of the Port.

1. Better outdoor lighting from Marina restrooms/laundry to the 2 ramps at night.

Yes, reconfigure all access gates to better prevent unauthorized access

Maintain high levels of lighting outside daylight hours. Continue to require revalidation of keys at least annually. Have events where marina tenants can get a chance to discuss concerns with marina leadership and staff in a group setting.

I'd like to see the ladders on the dock(s) scraped off. If someone fell in, they would have a tough time getting out due to growth

Individual Comments on Question #8: Do you have any suggestions or comments related to improving our marina security? (continued)

The security doors on the dock appear to be easy to get around. I have not tried to do so myself, but I have seen others doing it. Better security to keep that from happening would be better than a night guard.

Adding security staff and having some occasional police presence would go a long way!!

Make the dock gates/doors harder to get around. Too easy to hop around on the sides

Being informed when problems happen at the marina. Facilities are reasonably secure. Good job.

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item 2
Subject: Consultant Agreement OVIP Master Development Plan
Exhibits: Consultant Agreement
Prepared By: Arne Bakker, Director of Business Development
Meeting Date: April 28, 2020

Summary:

In 2019 Port Staff and Commissioner Bozeman met with representatives from the firm Rice Fergus Miller, to discuss the possibilities of creating a Master Development Plan for the Olympic View Industrial Business Park. As this was not a budgeted project for 2019, it was decided to budget for this project in 2020.

The purpose of this Master Development Plan is to identify land use planning opportunities with different scenarios, provide concept level identity planning and design of Port properties, and consider the impact on climate and provide high level suggestions and guidelines for how the Port can improve performance in decades ahead.

At the April 14, 2020, commission meeting, Steve Rice of Rice Fergus Miller headed a workstudy discussing the planning and deliverables for the OVIP Master Development Plan and was able to answer any questions that Commissioners had. General consensus was to move forward on contracting with Rice Fergus Miller to develop the OVIP Master Plan.

Fiscal Impact:

The Consultant Agreement with Rice Fergus Miller is in the amount of \$50,000 and is within the budgeted amount for the 2020 Capital Budget.

Strategic Purpose:

This Master Development Plan aligns with Strategy 3A, to create, adopt and keep current, lines of business Development Plans and Strategy 7C, to be good stewards of the environment to improve the quality of our resources.

Recommendation:

Staff recommends approval of this Consultant Agreement with Rice Fergus Miller for the OVIP Master Development Plan in the amount of \$50,000 and authorize CEO to execute.

Motion for Consideration:

Move to approve Consultant Agreement with Rice Fergus Miller, Inc. for the OVIP Master Development Plan in the amount of \$50,000 and authorize CEO to execute the agreement.

CONSULTANT AGREEMENT
Project# 04-20-0300

This agreement is made this 28th day of April, 2020, between the PORT OF BREMERTON ("Port"), a municipal corporation and RICE FERGUS MILLER, Inc. ("Consultant"), for the furnishing of professional services for OVIP Master Development Plan hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

I. SCOPE:

The Consultant shall provide all necessary professional services for this project to accomplish the work specified in Attachment "A" hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Consultant for work described in Attachment "A" in accordance with the mutually agreed upon "Schedule of Rates" as set forth in Attachment C. Payment of compensation specified shall be made monthly. Consultant should forward requests for payment within 10 days after the end of the month. Payment shall be made 30 days from date invoice is received by the Port.

- A. Upon execution of this Agreement, the Consultant may submit requests for payment for professional services rendered from April 15, 2020 until the date of execution of this Agreement. Consultant will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.
- B. Compensation will only be made to the extent to which the Consultant has documented evidence of fees earned and provides supporting documentation for expenses incurred during the period for which payment is requested. All billings shall be to the Port of Bremerton, 8850 SW State Hwy 3, Bremerton, WA 98312.
- C. Reimbursable expenses in connection with the Agreement include, but are not limited to postage, fax, long distance calls, mileage, travel, reproductions, plots, and other fees expended on behalf of the project, etc. All reimbursable expenses will be at cost.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment "A" is **\$50,000** plus reimbursable expenses as listed in Attachment "A" and shall not be exceeded without the written authorization of the Port. Consultant shall insure that their services are allocated so as to complete all tasks of the work as described in Attachment "A".

IV. CHANGES:

The Port may, at any time, make changes in the scope of the work specified in Attachment "A". If, in the opinion of the Consultant, such changes will require the Consultant to exceed the maximum authorized compensation specified in paragraph III, the Consultant shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties, however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Consultant agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Consultant's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

- A. The Port shall designate a project management team to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is Arne Bakker. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.
- B. All drawings for this project shall be made electronically and submitted on USB drive and PDF.

- C. As an accommodation to the Consultant, the Port will, upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections and reports as it may have in its possession or hereafter obtain. Such information shall be for general guidance only, and the Port in no way warrants its sufficiency, adequacy or correctness, or any interpretations, deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of the Consultant who shall, prior to such use, have satisfied itself that such information is adequate for such use.
- D. The Port shall furnish property and topographic surveys for this project. Prior to use of information contained in such surveys, the Consultant shall satisfy itself that such surveys are adequate and correct and shall immediately notify the Port of any errors, omissions, or inconsistencies found therein.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

The Consultant has designated Steven M. Rice as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port the original of all final drawings, prints, plans, field notes, specifications, design computations, calculations and other project documents as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All drawings, prints, plans, field notes, specifications, design computations, calculations and other documents prepared or obtained for use in this project shall become the property of the Port and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Consultant.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Consultant. Consultant shall not make any of the above documents available to any person, except as may be necessary to the performance of Consultant's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Consultant shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Consultant covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Consultant shall at all times conduct its

business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

- A. The Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.
 - 1. For agreements over \$10,000, the Consultant shall be prepared to submit, if requested by the Port:
 - a. A current personnel profile identifying all minority and female employees.
 - b. The company's Affirmative Action Officer's name and telephone number.
 - 2. For agreements less than \$10,000, the Consultant shall indicate their commitment to affirmative action and equal employment.
- B. The Consultant shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.
- C. The Consultant will act without discrimination when engaging subconsultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant, and all subcontractors retained by the Consultant and engaged in the work, shall be fully qualified and shall be authorized under State and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Consultant, which action arises out of or in connection with this Agreement shall be in Kitsap County.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Consultant agrees to defend, indemnify, and save the Port of Bremerton harmless from all liability arising out of the consultant or his staff's negligent performance of the services under this Agreement.

B. Errors and Omissions

The Consultant agrees to indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission in design, maps, plans, reports, specifications, or in performing services under this Agreement, provided, however, that the Consultant shall not be required to indemnify any party for an amount exceeding \$1,000,000 on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Consultant under this Agreement shall in any way relieve Consultant of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other remedy which may be available to it by law or under the terms of this Agreement.
3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Consultant shall provide insurance, or other coverage, which will protect against losses attributable to Consultant's errors or omissions in an amount of not less than \$1,000,000 on any one occurrence.
4. Neither review nor approval of the Consultant's work by the Port shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Consultant from liability to the Port.

DATED this 14th day of April, 2020_____.

PORT OF BREMERTON

RICE FERGUS MILLER, Inc.

Jim Rothlin, CEO



Steven M. Rice, Principal

Attachments:

"A" Scope of Work,
Consultant's Proposal
Schedule of Rates

March 6, 2020

Jim Rothlin, CEO
Port of Bremerton
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Port of Bremerton - Focused 20-Year Master Plan
RFM Project Number: 2018085.00

Dear Jim,

Thank you for having me, my partner, Mike Miller, and our lead community planning designer, Roger Long, out to the Port to discuss the opportunity for our firm to lead the development of a focused, 20-Year Master Plan around the question 'what do we want to look like in 2040?'. Rice Fergus Miller is pleased to present the following Letter of Proposal to provide professional focused master planning services for the Port of Bremerton (POB).

I. PROJECT DESCRIPTION

Background

The Port of Bremerton operates a national airport, a mature and expanding industrial business park, a newer industrial center, and two major marinas in Kitsap County waters. Over the years, POB has sought and attracted tenants to Port properties through a variety of targeted and non-targeted business development and marketing activities - some of it focused on manufacturers and suppliers in the aerospace industry. A major project was recently identified for raw land at Olympic View Business Industrial Park, and a major non-aerospace distribution warehouse was secured for the Puget Sound Industrial Center. The Port is poised for more change in the next 20 years, as the Puget Sound region continues its era of intensive development and population growth. The Port's mission involves economic development, job creation, and investment in area resident's quality of life.

References

RFM recognizes existing planning efforts already conducted by the Port:

- Airport Master Plan - Final report completed May 2015
- Heartland Study - Competitive Analysis and Marketing Strategy, June 2017
- Economic Impact Study - Completed September 2019
- Strategic Plan - Completed July 2019.

Objectives

This project will focus on several specific goals not already addressed in other planning documents, all with the opportunity to drive change and directly improve the Port's image and attractiveness to users:

- Identify strategic land use planning opportunities for the Port's Olympic View Industrial and Business Park, Phases 1 and 2 northwest of State Highway 3, and Open Space, in two scenarios:
 - Possibilities remaining if a major motorsports park is developed, and
 - Possibilities if the motorsports park is not developed
 - Identify strategic land use planning opportunities for future Business Park Phases 3 and 4, southeast of State Highway 3.
 - Identify strategic development opportunities for the Port's airport-side access and frontage area adjacent to Highway 3.
 - Provide concept-level identity planning and design for Port properties and access points on both sides of Highway 3.
 - Provide ideas for amenity areas and opportunities for health and recreation that would benefit Port tenants and visitors.
 - Consider the Port's impact on climate, and provide high-level suggestions and guidelines for how the Port can improve performance in the decades ahead, specifically around projected best practices and State of Washington's policy and initiatives for increased sustainability in the areas of:
 - Energy use and conservation
 - Water use and conservation
 - Waste management, reduction and recycling
- Note: RFM will be joined by Shawn Oram of Ecotope, Inc., and Elizabeth Powers of O'Brien 360, for this piece of the work.*

II. SCOPE OF SERVICES

Activities

RFM and team members will perform the following scope of services:

- Scan through applicable pieces of Port planning documents.
- Short discussions with selected Port leadership, reflective of our scope of work.
- Perform two to three (2-3) rounds of planning work for your review and input.
- Perform two (2) rounds of physical identity planning work, focused on content and strategic locations. Includes drive-through of Port approaches and photography.
- Perform two (2) rounds of amenity planning work, focused on health and recreation.
- Prepare for, conduct and document a Carbon & Climate Awareness Roundtable that can help guide Port policy and set measurements for sustainability in planning, building, and operations.
- Prepare for and conduct meetings with your review team.
- Attend Commissioner meetings as requested, for information and/or presentation,

Deliverables

RFM will prepare a Focused 20-Year Master Plan document, to include:

- Executive Summary: a statement of purpose and conclusions
- Land Use planning narratives and supporting exhibits
- Identity opportunities narrative and supporting exhibits
- Amenity opportunities narrative and supporting exhibits
- Carbon & Climate Awareness summary from the Roundtable
- Meeting minutes

III. Additional Services

The following services, though they could be provided by RFM, are not included in our Scope of Basic Services and, if requested, would be billed as Additional Services.

- Public Outreach
- Photo Realistic Renderings, 3-D Physical Modeling
- Marketing Collateral
- Photography & Branding services
- Jurisdictional Review/Land Use Permitting
- Additional Consultants such as Civil Engineering, Landscape Design and Traffic Engineering

IV. Owner Responsibilities

It is our understanding that the Port of Bremerton will provide full information, including existing planning and study documents, surveys, and its marketing objectives.

V. Schedule

RFM estimates that the scope of work identified above, including presentations to Port Commissioners and Port staff, will be completed in 3 to 4 months from notice to proceed.

VI. Compensation

For the Basic Services outlined above, compensation shall be a Fixed Fee of Fifty Thousand Dollars (\$50,000.00), plus reimbursable expenses, plus any applicable tax.

Additional Services, when requested, will be billed on an hourly basis at our standard hourly rates, or as agreed to prior to commencement of the Additional Services.

VII. Terms of Agreement

When this Proposal is accepted, we assume it will be attached to the Port of Bremerton contractor/vendor service agreement we have used on past efforts. If this is not the case, we are happy to provide an AIA form of agreement between Owner and Architect for planning services.

VIII. Summary

Thank you for this opportunity to serve the Port! We look forward to presenting and reviewing our proposal further, and getting started.

Sincerely,
Rice Fergus Miller, Inc.



Approved for Rice Fergus Miller by
Steven M. Rice, Principal
Architect & LEED AP

Authorized for Owner by:

Name Title



“Draw with broad strokes.”

- Philip Thiel



STEVE RICE

PRINCIPAL IN CHARGE

PRINCIPAL, ARCHITECT, LEED AP



EDUCATION

Master of Architecture
University of Washington

Bachelor of Arts, Environmental Design
University of Washington

CERTIFICATIONS

Registered Architect, State of Washington
LEED AP

AFFILIATION/MEMBERSHIPS

Bremer Trust, Trustee
Kitsap Business Network, Panelist,
Bremerton YMCA Advisory Board
West Sound STEM Network, Leadership Board
Bremerton School District, AVID Mentor
Bremerton Rotary, Past President

BACKGROUND

Since founding Rice Fergus Miller in 1987, Steve has led a variety of civic, educational and community projects from pre-design through construction closeout. His leadership and consensus building skills have been valuable to many clients, including Kitsap County, City of Bremerton, Olympic College, Newlife, YMCA, and Kitsap Regional Library, and the Port of Bremerton.

RELEVANT PROJECTS

South Kitsap Community Center Feasibility, Port Orchard, WA

Rice Fergus Miller completed the feasibility study for a community center on Port Orchard’s waterfront. The community center is the centerpiece of a \$150 million waterfront master plan, proposed by a local consortium, that would transform 7 acres of the City’s western waterfront area with housing, commercial office space, additional parking, waterfront restoration, retail space and other public amenities.

Port of Silverdale, Silverdale, WA

Rice Fergus Miller recently completed the Port of Silverdale’s Comprehensive Plan for their waterfront properties, including plans for the historic Old Town Pub. The plan outlines focus areas, which the firm is now tasked with bringing into predesign. First on the list is a potential mixed-use project that could offer public meeting space, non-motorized boat storage, and more. Input sessions are currently under way to explore what this project, which would also house a decommissioned Kitsap County pump station, might look like.

Quincy Square

Steve is the visionary behind to effort to revitalize Bremerton’s block of Fourth Street between Washington and Pacific Avenue. Quincy Square will bring a “EVENTable, FLEXible, WALKable” center for people and businesses to the heart of downtown.

Fourth Street Mixed Use, Bremerton, WA

Rice Fergus Miller is working with local developer Sound West Group on the adaptive reuse of six (6) buildings, including the former Sears Department Store and Ford Automotive Dealership, totaling over 120,000 square feet on Fourth Street in Downtown Bremerton. Much of this space has been vacant for the past 30 years. Three buildings have already been transformed into B Flats while the buildings to the south are still in design.



“Vision is the art of seeing the Possible.”



MIKE MILLER

PRINCIPAL PLANNER
PRINCIPAL, ARCHITECT



EDUCATION

Master of Architecture
University of Oregon

Bachelor of Arts, Environmental Design
University of Washington

AFFILIATIONS/MEMBERSHIPS

NCARB
ASHE
WSSHE

BACKGROUND

Mike has over 30 years of experience in architecture and master planning. His extensive background in healthcare, housing, and hospitality design brings a valuable perspective to the clients and teams that he works with. Mike has led the design of more than six million square feet of projects in these related industries and is a national speaker on design strategies.

Mike brings the right people together to interpret and solve complex planning issues. If he's developed a reputation, it's for pushing himself and our team to make project decisions the right way -- where at every step we balance the owner's needs and constraints with all the opportunity we can possibly bring.

RELEVANT PROJECTS

MASTER PLANNING and SENIOR LIVING

Emerald Heights Retirement Community Master Plan

Emerald Heights Trailside

Emerald Heights Corwin Center

Panorama

CRISTA Senior Living Shoreline Campus Master Plan

Heron's Key Retirement Community

Horizon House Retirement Community

Bayview Retirement Community

Martha and Mary Master Plan

Timber Ridge at Talus Continuing Care Retirement Community

Timber Ridge at Talus Phase II

Trillium Woods Continuing Care Retirement Community

Park Shore Retirement Community

Caroline Kline Galland Home, abbreviated Master Plan

The Summit at First Hill, abbreviated Master Plan

Encore Communities, Clearbrook Inn

Encore Communities, Northwoods Lodge

Encore Communities, Country Meadows

Spiritwood at Pine Lake

Bay Vista Commons Assisted Living

Cedar Sinai Park Master Plan

Harrison Medical Center Bremerton Master Plan

Harrison Medical Center Silverdale Master Plan

Suquamish Tribe, Clearwater Casino Resort

Jamestown S'Klallam Tribe, 7 Cedars Casino & Resort Master Plan

Chehalis Confederated Tribes, Lucky Eagle Casino Master Plan



“Drawing is the Poet’s written line, set down to see if there is a story worth telling, a truth worth revealing.”

- Agony and the Ecstasy,
by IRVING STONE



ROGER LONG

PROJECT DESIGNER



EDUCATION

Masters Degree in Architecture,
University of Washington

Bachelor of Arts, Political Science,
Oregon State University

Extension Course “Design for Assisted
Living and Aging in America,”
Harvard University, Boston

BACKGROUND

Roger has grown his career in architecture over 25 years. He thrives on the development of creative and sustainable design solutions for our clients.

Roger’s building type knowledge spans from master planning to complex multi-phased development across many markets. His depth of experience allows him to thoughtfully create artistic and functional architectural responses while balancing the technical complexities of how a building comes together.

RELEVANT PROJECTS

City of Port Orchard, Port Orchard, WA
Community Events Center Feasibility

VA Puget Sound Health Care System, Silverdale, WA
Community Based Outpatient Clinic

Nisqually Tribe, Olympia, WA
Red Wind Casino Expansion

Quileute Tribe, La Push, WA
Replacement New K-12 Tribal School

Kalispel Tribe of Indians, Airway Heights, WA
Tribal Justice Center

Everett Community College, Everett, WA
Learning Resource Center 20% Design

City of Boise Fire Department, Boise, ID
Fire Station 5
Fire Station 9

Cowlitz 2 Fire and Rescue, Kelso, WA
Bakers Corner Fire Station 22
Lexington Fire Station 25

East Pierce Fire Rescue
Fire Stations 111 & 118

City of Meridian, Meridian, ID
Fire Station 6

City of Caldwell, Caldwell, ID
Fire Station 3

Our Lady Star of the Sea Parish, Bremerton, WA
Parish Center Addition & Renovation



SHAWN ORAM, P.E., LEED AP

Shawn Oram is the Director of Engineering at Ecotope with over 22 years of mechanical engineering experience working on a wide array of building types. Shawn focuses on design of high-performance HVAC and Plumbing systems with a goal of creating carbon neutral buildings. Shawn and his team have designed and commissioned dozens of existing building retrofits with substantial improvements in energy usage as well as significant reductions in carbon emissions.

Project Experience

- **Justice Center Energy Efficiency Improvements.** City of Seattle, Department of Financial and Administrative Services. 2016-2017. Lead auditor, energy modeler, and Mechanical Engineer for 300,000 SF downtown building. Led audit and engineering consulting to reduce energy use by 30% that resulted in \$57,000 annual savings through low-cost energy efficiency measures. Included detailed auditing, energy modeling, billing analysis, data trend analysis, and engineering installer instructions.
http://www.seattle.gov/Documents/Departments/OSE/Tune-Ups/OSE_BTU_CS_JUSTICE.pdf
- **Rice Fergus Miller Office Building.** Bremerton, WA. 2011. Rice Fergus Miller Architects. EUI of 19 kBtu/SF/yr. *LEED Platinum. Winner 1st Place ASHRAE Technology Awards 2013. Winner AIA What Makes It Green Award 2013.* This project was a major remodel of existing retail warehouse into state-of-the-art office building. Ecotope provided full HVAC and Plumbing design as well as detailed energy modeling and optimization.
- **King County Housing Authority Offices.** Tukwila, WA. 2012. Rice Fergus Miller Architects. EUI of 25.5 kBtu/SF/yr. This project was a major remodel of an existing retail strip mall into KCHA's new headquarters. Our heavy focus was to target the Seattle 2030 Challenge, cutting overall energy usage to one third of existing using Design For Off™ principles.
- **King County International Airport Passenger Terminal.** Seattle, WA. 2017. EUI of 46 kBtu/SF/yr measured after retrofit (original EUI was 168 kBtu/SF/yr). HVAC and lighting system retrofit at the 26,000 SF main passenger terminal and offices. Removed multi-zone air handlers with VRF heat pumps and dedicated outdoor air system with energy recovery ventilators. Rooftop condensing units, paired with ductless indoor units dramatically reduce the fan power requirement and simultaneous heating and cooling seen in the previous mechanical system design. All work was completed while building maintained regular operation and reduced energy use by 70 percent.
- **Technical Consulting, Energy Auditing, Modeling, and Energy Efficiency Optimization #OSE16-43.** Seattle, WA. 2013-Present. City of Seattle Office of Sustainability & Environment, City of Seattle Finance and Administrative Services. Oversee the work to reduce energy use in City buildings by 20 percent. Worked closely with the City early on to develop an audit protocol for energy and characteristics data. Currently leading a team of auditors to evaluate 180 city buildings including fire stations, libraries, community centers, offices, and service centers. Audits led to recommendations for cost-effective improvements for these buildings.
- **Haller Lake Vehicle Maintenance Facility.** Seattle, WA. OSI Architects. 2016-2017. Lead auditor, energy modeler, and Mechanical Engineer. Replaced existing hot water unit heater system with new radiant heating system, demand controlled ventilation and controls upgrade. Achieved 40% reduction in energy use after upgrades.



Project Role

Principal

Education

B.S., Mechanical Engineering,
Michigan State University,
1997

Registrations & Accreditations

Professional Mechanical
Engineer *Washington #42877,
California #M39851*

LEED Accredited Professional
ASHRAE Member
ASPE Member

Conference Presentations

Passive House Northwest
Conference 2019

Net Zero Energy Conference
2018, 2019

American Council for an Energy
Efficient Economy (ACEEE) Hot
Water Forum 2018, 2019

Northwest EcoBuilding Guild
Conference 2018, 2019



Elizabeth A.D. Powers

Principal

As a Principal and owner, Elizabeth specializes in the application of integrative process and use of sustainability measurement systems to create better economic, social, and ecological outcomes for O'Brien & Company's clients. She uses the knowledge she's gained from 25 years in the field and her skills motivating people to facilitate projects and programs focused on the built environment using the Integrative Process (IP) standard developed by the American National Standards Institute. The primary focus of her work is the development and application sustainability systems, metrics and indicators to commercial, institutional and infrastructure development. She is the Principal-In-Charge on over three dozen sustainable building projects for the company. She also provides education, technical assistance, and program support in the areas of sustainable infrastructure and development, net positive buildings, and designing for health and wellness. She is a Certified Sustainable Building Advisor, a LEED Accredited Professional (BD+C and ID+C) and studied Landscape Architecture.

Education & Certifications

- Envision Specialist, 2015
- Masters studies, Landscape Architecture, *University of Washington, 2015-2017*
- Emerge Leadership Workshop, 2012
- Biomimicry and Architecture Certificate, *Biomimicry Guild, 2004*
- LEED® Accredited Professional, v 2.0, 2002; v 2.1, 2006, v 2.2 2008, *BD+C, ID+C, 2010*
- Certified Sustainable Building Advisor, *Seattle Central Community College, 1999*
- Bachelor of Arts, International Relations, *College of William and Mary, 1992*

Relevant Projects

- WELL Building Standard pilot project, Employee Service Center, Seattle-Tacoma International Airport, Seatac, WA, *managing a pilot project to test the WELL Building Standard for the Port*
- Rating system support, Port of Seattle Seattle-Tacoma International Airport, Seatac, WA, *on-call support to the Port for completing LEED projects*
- International Arrivals Facility, Seattle-Tacoma International Airport, Seatac, WA, *targeting LEED Silver under v4.*
- Sound Transit-East Link and Lynnwood Link, King County, WA, *managed sustainability process and tracking during design*
- San Ysidro Land Port of Entry, San Diego, CA, *LEED Campus project with three individual LEED Platinum phases*
- SR520 Sustainable Practices Plan, King County, WA, *managed sustainability tracking and reporting for floating bridge project*

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item 3
Subject: Bremerton National Airport Multipurpose Facility
 Community Aviation Revitalization Board (CARB) Loan Execution
Exhibits: Resolution #2020-04
Prepared By: Warren Hendrickson, Airport Manager
Meeting Date: April 28, 2020

Summary:

The Bremerton National Airport Diner closed on December 31, 2019. The diner was built and operated continuously as a restaurant since 1978, with the Port of Bremerton assuming ownership of the building in 1986. The May 2015 Federal Aviation Administration (FAA)-approved Airport Layout Plan (ALP) labels the building as “Airport Diner Restaurant.” During 2018-2019, the Port had become increasingly aware of concerns from the Kitsap County Health District regarding the restaurant’s operation as well as a determination by the City of Bremerton that the diner’s kitchen and restrooms no longer met City building code requirements. The diner’s leaseholders were therefore given notice that the lease would be terminated on December 31, 2019 to address these issues.

One option to retain a diner on the airport was a significant remodeling of the existing building. The Port’s preferred option however – to benefit both the aviation community as well as the wider community – was to completely replace the diner building with a new larger Multipurpose Facility, including a hangar, aeronautical office space, flight planning facility, and restaurant. Such an option however required FAA approval; absent FAA approval, the Port would have been forced to accept the remodeling option. By opting for FAA approval, the Port increases aeronautical use at the airport and increases future revenues. Acceptance by the FAA for the preferred Multipurpose Facility proposal was received on February 21, 2020.

The estimated cost of construction for this expanded facility is \$4.2 million. The Port’s 2019-2020 approved capital budgets included \$3,058,861 for diner engineering and construction; an amount determined prior to expanding the scope of the project to include expansion of aeronautical use on a prime airport flight line parcel.

To finance the increased construction cost, Bremerton National Airport applied on March 13, 2020 for a Washington state Community Aviation Revitalization Board (CARB) loan in the amount of \$750,000.00. CARB loans are long term, low interest loans specifically designed for airport economic development projects that are not grant eligible. In 2019, the

Washington state legislature funded CARB for the 2019-2021 biennium with \$5 million, with a maximum authorized loan amount of \$750,000.00 for any single project. Bremerton's Multipurpose Facility perfectly fits the criteria for such financing.

At its April 2, 2020 meeting to select eligible projects, the CARB graded the Bremerton National Airport Multipurpose Facility the number one project in Washington state from among eight applications requesting \$4.4 million. On April 3, 2020, WSDOT Aviation informed the Port that its application was approved and the full amount of \$750,000.00 was awarded.

The attached resolution authorizes the Port's Chief Executive Officer to execute this loan, with a first payment due date of May 1, 2022.

Fiscal Impact:

Total project cost has not yet been finalized and is estimated at \$4.2 million. \$3,058,861.00 has previously been approved in the 2019-2020 capital budgets. Coupled with the \$750,000.00 CARB loan, the total funding available is \$3,808,861.00. The remaining unfunded construction cost is \$391,139.00.

Annual CARB loan payments for the 20-year life of the loan are \$45,867.54. Multipurpose Facility lease revenues are expected to cover the cost of these annual payments. There is no penalty for early prepayment.

Strategic Purposes:

Goal 1. Be a significant leader in promoting the local economy and job growth both on and off Port assets.

Goal 2. Operate all Port facilities efficiently and cost effectively with a high degree of customer service. Strategy 2b: Pursue cost efficiencies throughout the Port.

Goal 5. Continue to maintain the Port's strong connection with the community and support its unique quality of life. Strategy 5b. Develop and maintain public access opportunities.

Goal 6. Develop and fund a 20-year asset replacement/major maintenance schedule. Strategy 6a. Maintain appropriate support tools to accommodate a multiyear asset and maintenance schedule.

Recommendation:

Port staff recommends the acceptance and execution of the Community Aviation Revitalization (CARB) loan for the Bremerton National Airport Multipurpose Facility in the amount of \$750,000.00, per Resolution 2020-04.

Motion for Consideration:

Move to approve Resolution 2020-04 providing for the acceptance and execution of the Community Aviation Revitalization Board (CARB) loan for the Bremerton National Airport Multipurpose Facility in the amount of \$750,000.00.

PORT OF BREMERTON
KITSAP COUNTY, WASHINGTON

RESOLUTION NO. 2020-04

DATED: April 28, 2020

A RESOLUTION of the Board of Commissioners, Port of Bremerton, Washington, authorizing and directing the Chief Executive Officer (CEO) to execute on behalf of the Port of Bremerton an agreement between the Washington State Community Aviation Revitalization Board and the Port of Bremerton for aid in financing the costs of public facilities consisting of the Bremerton National Airport Multipurpose Facility.

WHEREAS, the Port of Bremerton will construct a new Multipurpose Facility at Bremerton National Airport in place of an existing building that housed an airport diner; and

WHEREAS, this new Multipurpose Facility will include a hangar, aeronautical office space, flight planning facility, and a restaurant; and

WHEREAS, this project is not grant eligible; and

WHEREAS, the Port applied on March 13, 2020 for \$750,000.00 loan financing from the Washington state Community Aviation Revitalization Board (CARB) to partially offset the construction cost of this facility; and

WHEREAS, the Port was informed on April 3, 2020 that its loan application was approved by the Community Aviation Revitalization Board (CARB) and awarded the requested amount of \$750,000.00 in full.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, Port of Bremerton, as follows:

Section 1. That the Chief Executive Officer of the Port of Bremerton is hereby authorized and directed to execute, on behalf of the Port of Bremerton, a Final Contract between the Community Aviation Revitalization Board and the Port of Bremerton and such other documents as may be required for securing aid in financing the cost of the above-described public facilities.

Section 2. The Board of Commissioners of the Port of Bremerton has accepted the offer of the loan from the Community Aviation Revitalization Board in the amount of \$750,000.00, said loan to bear interest at the rate of two percent (2.0%) per annum.

Repayment of said general obligation loan shall be consistent with the terms provided in the signed Initial Offer of Financial Aid and more particularly as follows:

- General Obligation loan of \$750,000.00.
- Interest rate: Two percent (2.0%) per annum on the outstanding principal balance
- Term: 20 years maximum, including up to 3 years of deferred principal and interest

A copy of said Initial Offer of Financial Aid is attached hereto, designated as Exhibit A, and made a part hereof as though set forth herein in full.

The Port of Bremerton reserves the right to accelerate payments on principal and eliminate the interest on any accelerated principal payments.

This obligation shall be considered as a legal general obligation of the Port of Bremerton and the Port of Bremerton hereby pledges its full faith and credit to the payment thereof.

Section 3. The Port of Bremerton shall establish a separate fund to be known as the Community Aviation Revitalization Board (CARB) Fund. Establishment of this fund applies to CARB loans. In the case of a loan, there shall be sufficient moneys placed in this fund to meet the above-detailed repayment schedule. The source of payment is Bremerton National Airport lease revenues.

ADOPTED by the Board of Commissioners of the Port of Bremerton at the regular public meeting thereof held this 28th day of April 2020 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

Commission President

Commission Vice President

ATTEST:

Commission Secretary

Washington State
Community Aviation Revitalization Board

Initial Offer of Financial Aid

Port of Bremerton
Federal Tax Number: 91-0778077
Offer Date: April 3, 2020

The Community Aviation Revitalization Board (CARB) is authorized by EHB 1102, Section 4005, Session Laws of 2019 and Section 6023 of this Act for direct loans to airport sponsors of public use airports in the State of Washington for the purposes of improvements that primarily support general aviation activities. This Initial Offer of Financial aid is contingent upon the availability of CARB funds. CARB hereby offers to make funds available to the **Port of Bremerton**, hereafter referred to as the "Recipient," in order to aid in financing the cost of, or improvements to, airport facilities consisting of the **Multipurpose Facility Project** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- § General Obligation loan of \$750,000
- § Interest rate: 2.0 percent (%) per annum on the outstanding principal balance
- § Term: 20 years maximum, including up to 3 years of deferred principal and interest

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CARB prior to disbursement of funds. In the event a final contract is not executed, no CARB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CARB by **April 30, 2020**.

ACCEPTANCE

FOR CARB

FOR THE RECIPIENT

David Fleckenstein
Director, WSDOT – Aviation
Board Member, CARB

Signature*

Name: _____

Date: _____

Title: _____

Date: _____

* Authorized to accept offer on behalf of RECIPIENT