



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, APRIL 27, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL- 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 45 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:50 PM**
4. **PUBLIC COMMENT**
 - 4.A **(6:55 PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT - 7:10 PM**
6. **CONSENT AGENDA**
 - 6.A **(7:15 PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
[Council PR Report 4-20-21.pdf](#)

[AP Report to Council of Cash Disbursements 04-28-21.pdf](#)

6.C City Council Meeting Minutes

[City Council Study Session Minutes, April 6, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, April 13, 2021.pdf](#)

6.D Interlocal Agreement for Special Assault Investigation and Victim's Resources Work Group (SAIVS) - Police, 5 Minutes

[SAIVS Revised ILA \(2021\) - 3.26.21.docx](#)

6.E Amendment No. 3 to the Master Lease Agreement between the City of Bainbridge Island and Friends of the Farms - Executive 5 Minutes

[FOTF-Master Lease Amendment 3-210414.pdf](#)

6.F Arts and Humanities Bainbridge Program Management Payment Authorization Adjustment 5 Minutes

6.G Sustainable Transportation Plan Amendment No. 2 to Professional Services Agreement with Budget Amendment - Public Works, 5 Minutes

[Amendment_No_2_to_PSA_Nelson_Nygaard_2021-04-13.docx](#)

[Amend2_ExhibitA_NN Memo_Additional Budget Request_20210325.docx](#)

[STP_Original_PSA_011620.pdf](#)

[STP Amendment No. 1.pdf](#)

6.H Proclamation and Recognition Policy Council Ad Hoc Committee

[Proclamation and Recognition Policy Council Ad Hoc Committee.docx](#)

6.I 2021 Road Striping Contract Award - Public Works,

[Road Striping 2021 - Final - CONTRACT.docx](#)

[2021 Road Striping Bid Form.docx](#)

[Attachment D Road List.pdf](#)

7. FUTURE COUNCIL AGENDAS

7.A (7:20 PM) Future Council Agendas, 10 Minutes

[May 4 Special City Council Study Session.pdf](#)

[May 11 City Council Regular Business Meeting.pdf](#)

[May 18 City Council Study Session.pdf](#)

[May 25 City Council Regular Business Meeting.pdf](#)

[May 26 Special Joint City Council and Ethics Board Meeting.pdf](#)

[2021 List of Proposed Future Council Topics.docx](#)

8. PRESENTATION(S)

8.A (7:30 PM) Environmental Technical Advisory Committee (ETAC) Presentation of Groundwater Fact Sheet, 10 Minutes

[GW Fact Sheet](#)

9. PUBLIC HEARING(S)

- 9.A (7:40 PM) Public Hearing on Ordinance No. 2021-14, Extending Small Wireless Facilities Design Standards Interim Official Control - Planning, 10 Minutes**
Ordinance No. 2021-14 Extending Interim Control - Small Wireless Facilities
[For Background] Ordinance No. 2020-22 Extending Interim Official Control SWFs

10. UNFINISHED BUSINESS

- 10.A (7:50 PM) Ordinance No. 2021-07, Amending the Tree and Vegetation Chapters of the Municipal Code, per the Landmark Tree Ordinance Work Plan - Planning, 15 Minutes**
Staff Memo re ORD 2021-07 - 04222021.docx
Ordinance No. 2021-07
Exhibit A to ORD 2021-07 - Chapter 16.18 BIMC (Tree Removal Forest Stewardship and Vegetation Maintenance) - 04222021.docx
Exhibit B to ORD 2021-07 - Chapter 16.32 BIMC (Protection of Landmark Trees) -04222021.docx
Exhibit C to ORD 2021-07 - BIMC 18.15.010 (Landscaping screening and tree retention protection and replacement) - 04222021.docx
Exhibit D to ORD 2021-07 - BIMC 16.20.100 (Aquifer Recharge Areas) - 04222021.docx
Exhibit E to ORD 2021-07 (Community Forest Best Management Practices Manual) 04222021.docx
[For Background] 12-17-2020 Planning Commission Public Hearing 2021-07 (2020-28)- submitted written comments and staff response
[For Background] 12-17-2020 Planning Commission Public Hearing meeting minutes.pdf
[For Background] 12-17-2020 Planning Commission Recorded Motion Ordinance No. 2020-28.pdf
- 10.B (8:05 PM) Proclamation Condemning Hate, Racism, and Intolerance against Asians and Pacific Islanders - Councilmember Deets, 5 Minutes**
Proclamation Condemning Hate Racism Intolerance Against AAPI People - Final Partially Signed.pdf
- 10.C (8:10 PM) Bainbridge Island Senior Community Center Renovation Project Professional Services Agreement for Architectural Design Services – Public Works, 10 Minutes**
Professional_Services_Agreement_Coates_2021-04-19.docx

11. NEW BUSINESS

- 11.A (8:20 PM) Appointments to the Ethics Board - Mayor Nassar, 10 Minutes**
Bonker - Ethics Board (Redacted).pdf
Davison - Ethics Board (Redacted).pdf
Godwin - Ethics Board (Redacted).pdf
McFadden - Ethics Board (Redacted).pdf
Neal - Ethics Board (Redacted).pdf
Hollinger - Ethics Board (Redacted).pdf
Mallon - Ethics Board (Redacted).pdf

12. COUNCIL DISCUSSION

- 12.A (8:30 PM) Ordinance Relating to Procedures for Processing Conduct Complaints Among City Councilmembers and Citizen Committee Members - Mayor Nassar, 15 Minutes**

12.B (8:45 PM) City Advisory Group Selection Committees - Mayor Nassar, 10 Minutes
2021 Citizen Advisory Committees.docx

13. COMMITTEE REPORTS - 8:55 PM

14. FOR THE GOOD OF THE ORDER - 9:00 PM

15. ADJOURNMENT - 9:10 PM

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.



City Council meetings are wheelchair accessible. Assisted listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the City Clerk's Office at 206-780-8604 or cityclerk@bainbridgewa.gov by noon on the day preceding the meeting.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 45 Minutes

AGENDA ITEM: (6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency,

SUMMARY: Hold Executive Session.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:55 PM) Instructions for Providing Public Comment - City Clerk,

SUMMARY: The attached instructions explain how to provide public comment in a remote Zoom meeting.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Instructions for Providing Public Comment at Remote Meetings.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

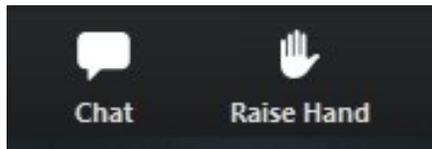
OFFICE OF THE CITY CLERK

SEPTEMBER, 2020

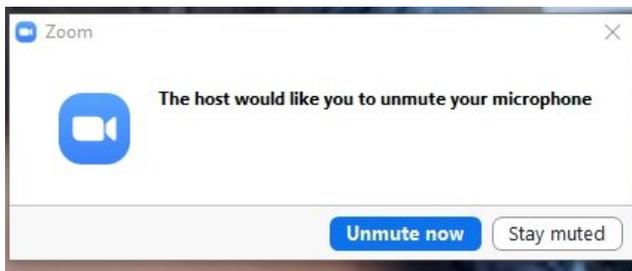
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions outlined below.

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

1. Attendees who wish to provide public comment sign in to Zoom with their name.
2. Meeting Chair will indicate when it is time for public comment.
3. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen:



4. Attendee clicks button "Unmute now" after they are called to speak by Meeting Chair.



5. Attendee will appear on screen with other panelists, but without video, just name.

IMPORTANT NOTE: If you do not have the latest version of Zoom, the Clerk will promote you to panelist. You will then appear with video enabled. Look for the video icon in the bottom left-hand corner of the screen to turn off your video.

6. Attendee provides their comment.
7. A timer on the screen will track your time.

8. Stop speaking when the timer reaches the 3-minute mark.
9. Attendee is returned to attendee group, and microphone is muted.
10. As always, public comment is simply received by the Council, with no response.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:15 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll;
- C. City Council Meeting Minutes;
- D. Interlocal Agreement for Special Assault Investigation and Victim's Resources Work Group (SAIVS);
- E. Amendment No. 3 to the Master Lease Agreement between COBI and Friends of the Farms;
- F. Arts and Humanities Bainbridge Program Management Payment Authorization Adjustment;
- G. Sustainable Transportation Plan Amendment No. 2 to Professional Services Agreement with Budget Amendment;
- H. Proclamation and Recognition Policy Council Ad Hoc Committee;
- I. 2021 Road Striping Contract Award.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to approve the Consent Agenda as presented.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll,

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Council PR Report 4-20-21.pdf](#)

[AP Report to Council of Cash Disbursements 04-28-21.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 4 - 20 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	4/20/2021	50738 - 50864	Regular check run (Direct Dep)	328,811.83
Normal	4/20/2021	109587	Regular check run (Paper Checks)	2,356.71
Vendor	4/20/2021	109588 - 109594	Vendor check run (Paper Checks)	129,255.02
EFTPS	4/20/2021	N/A	Federal Tax Electronic Transfer	123,129.88
Retro	4/21/2021	50865	Retro check run (Direct Dep)	4,917.46
Retro	4/21/2021	109595	Vendor check run (Paper Checks)	1,591.00
Retro	4/21/2021	N/A	Federal Tax Electronic Transfer	2,429.56
			TOTAL:	592,491.46

Prepared and Reviewed by: Brenda Landolt Date 04/20/21
 Brenda Landolt, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

Kim Dunscombe Date 4/20/2021
 Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: April 12, 2021 - April 26, 2021
CITY COUNCIL: April 13, 2021 - April 27, 2021

Last check from previous run: 356075 dated 04/14/2021 issued to Westbay Auto Parts Inc. for \$10.38.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	4/28/21	356092	PW/APP/Input error - reprint	N/A
VOID	4/28/21	356167	PW/PMECC/Input error - reprint	N/A
VOID	4/28/21	356190	ENG/WA ST DOL/Address error - reprint	N/A
Manual	4/7/21	356076	EX/BIDA/Banner	100.00
Manual	4/10/21	356077	US Bank/Credit card purchases - March 2021	40,188.79
Manual	4/10/21	356078	Puget Sound Energy/Citywide electricity services - March 2021	29,747.19
Manual	4/10/21	356079	EX/Remote Medicine Inc./BIEMR recertification class	7,495.00
Manual	4/10/21	356080	Verizon Wireless/Citywide cellular services	5,600.07
Manual	4/14/21	356081	CenturyLink/Citywide telemetry & fax services - March 2021	1,253.65
Manual	4/14/21	356082	PW/Fremont Analytical/Vincent Rd landfill testing	756.00
Manual	4/14/21	356083	Puget Sound Energy/Additional citywide electricity services	48.02
Manual	4/14/21	356084	Verizon/Modem lines for WQFMP	78.96
Manual	4/21/21	356085	Bainbridge Disposal/Commons disposal services	169.89
Manual	4/21/21	356086	CenturyLink/Additional citywide telemetry - April 2021	373.21
Manual	4/21/21	356087	ENG/Puget Sound Energy/Service line install: Lovell	595.71

Total Manual Checks and Electronic Disbursements	86,406.49
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Regular Run	4/28/21	356088-356203	Total Regular Check Run	302,461.95
			Total Disbursements	388,868.44

Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by  Carrie Freitas, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.


Karl R. Shaw, Accounting Manager

4/21/2021
Date



04/07/2021 10:37
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
356076	04/07/2021	PRTD	567 BAINBRIDGE ISLAND DO	247198	04/06/21		04/07/2021 M040721	100.00
	Invoice: 04/06/21						EX/VAW BANNER - ADMIN FEE	
				100.00	31011256	541100	EX-GF-EMERG PREP-PROF SVCS	
							CHECK 356076 TOTAL:	100.00
							NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***
								100.00
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS 1	100.00
								*** GRAND TOTAL ***
								100.00

04/07/2021 10:37
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	4	76									
APP	001-213000		04/07/2021	M040721	040721			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		100.00	
APP	635-111100		04/07/2021	M040721	040721			CASH AP CASH DISBURSEMENTS JOURNAL			100.00
GENERAL LEDGER TOTAL										100.00	100.00
APP	631-130000		04/07/2021	M040721	040721			DUE TO/FROM CLEARING		100.00	
APP	001-130000		04/07/2021	M040721	040721			GENERAL - DUE TO/FROM CLEARING			100.00
SYSTEM GENERATED ENTRIES TOTAL										100.00	100.00
JOURNAL 2021/04/76 TOTAL										200.00	200.00

04/07/2021 10:37
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2021	4	76	04/07/2021			
	001-130000					GENERAL - DUE TO/FROM CLEARING		100.00
	001-213000					GENERAL - ACCOUNTS PAYABLE	100.00	
						FUND TOTAL	100.00	100.00
631	CLEARING FUND	2021	4	76	04/07/2021			
	631-130000					DUE TO/FROM CLEARING	100.00	
	635-111100					CASH		100.00
						FUND TOTAL	100.00	100.00

04/07/2021 10:37
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND		DUE TO	DUE FROM
001	GENERAL FUND		100.00
631	CLEARING FUND	100.00	
	TOTAL	100.00	100.00

** END OF REPORT - Generated by Carrie L. Freitas **



04/10/2021 11:20
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356077	04/10/2021	PRTD	7314 US BANK	247199	02/28/21-JB	03/25/2021	USB0321	55.44
	Invoice: 02/28/21-JB			55.44	54025212 531100	POL/AMAZON/RATCHET STRAPS MARINE - SUPPLIES		
	Invoice: 03/01/21-JB			247201	03/01/21-JB	03/25/2021	USB0321	38.13
				38.13	54025212 531100	POL/AMAZON/DOCK CLEAT MARINE - SUPPLIES		
	Invoice: 03/06/21-JB			247202	03/06/21-JB	03/25/2021	USB0321	72.14
				72.14	54025212 531100	POL/PERF MARINE/PROP NOT REMOVER MARINE - SUPPLIES		
	Invoice: 03/06/21-JB-A			247203	03/06/21-JB-A	03/25/2021	USB0321	386.95
				386.95	53011212 443410	POL/RED LION/LODGING POLICE - C/E PATROL TRAINING		
	Invoice: 03/07/21-JB			247204	03/07/21-JB	03/25/2021	USB0321	7.62
				7.62	54025212 531100	POL/ACE/WIRE MARINE - SUPPLIES		
	Invoice: 03/09/21-JB			247205	03/09/21-JB	03/25/2021	USB0321	64.27
				64.27	54025212 531100	POL/HOME DEPOT/TOTES MARINE - SUPPLIES		
	Invoice: 03/12/21-JB			247206	03/12/21-JB	03/25/2021	USB0321	-64.27
				-64.27	54025212 531100	POL/HOME DEPOT/RETURN MARINE - SUPPLIES		
	Invoice: 03/21/21-JB			247207	03/21/21-JB	03/25/2021	USB0321	53.41
				53.41	54025212 531100	POL/AMAZON/ROPE SPLICING TOOLS MARINE - SUPPLIES		
	Invoice: 03/09/21-CB			247208	03/09/21-CB	03/25/2021	USB0321	215.00
				215.00	36011143 549100	EXCC/IIMC/ANNUAL CLERK DUES CLERK-DUES/SUBSCR/MEMBRSHPS		
	Invoice: 03/10/21-CB			247209	03/10/21-CB	03/25/2021	USB0321	375.00
				375.00	36011143 443410	EXCC/WSU/NWCI PROF DEVEL CLERK-GF-TRAINING		
	Invoice: 03/10/21-CB-A			247210	03/10/21-CB-A	03/25/2021	USB0321	75.00
				75.00	36011143 549100	EXCC/WMCA/ANNUAL DUES CLERK-DUES/SUBSCR/MEMBRSHPS		
	Invoice: 02/25/21-ZB			247211	02/25/21-ZB	03/25/2021	USB0321	496.00
				496.00	53011212 54110000962	POL/ALDER CREEK/DOG BOARDING TRACKING CANINE-PROF SVCS		
	Invoice: 03/11/21-ZB			247212	03/11/21-ZB	03/25/2021	USB0321	42.47
				42.47	53011212 53110000962	POL/Z BONES/K9 GROOMING SUPPLIES TRACKING CANINE-SUPPLIES		

04/10/2021 11:20
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
Invoice: 03/19/21-ZB				247213	03/19/21-ZB		03/25/2021	USB0321	64.37
				64.37	53011212	53110000962	POL/CHEWY/K9 FOOD TRACKING CANINE-SUPPLIES		
Invoice: 02/26/21-BB				247214	02/26/21-BB		03/25/2021	USB0321	166.85
				166.85	91011215	542500	POL/USPS/STAMPS GG-C/E-PD-POSTAGE		
Invoice: 02/26/21-BB-A				247215	02/26/21-BB-A		03/25/2021	USB0321	1,256.00
				1,256.00	73011757	531100	POL/EMP/DOCK PUMP OUT REBUILT KIT O&M-C/E-MARINA-SUPPLIES		
Invoice: 03/02/21-BB				247216	03/02/21-BB		03/25/2021	USB0321	25.00
				25.00	51011214	443410	POL/FREEDOC CONSULTING/REC MGMT TRNG:BB PD-C/E-ADMIN-TRAINING		
Invoice: 03/02/21-BB-A				247217	03/02/21-BB-A		03/25/2021	USB0321	25.00
				25.00	51011214	443410	POL/FREEDOC CONS/RET SCHDL TRNG: BB PD-C/E-ADMIN-TRAINING		
Invoice: 03/02/21-BB-B				247218	03/02/21-BB-B		03/25/2021	USB0321	342.00
				342.00	53011212	545000	POL/RELIABLE STORAGE/RENT POLICE - C/E PATROL RENTS		
Invoice: 03/03/21-BB				247219	03/03/21-BB		03/25/2021	USB0321	350.36
				350.36	73011757	531100	POL/EMP/PUMP OUT PARTS O&M-C/E-MARINA-SUPPLIES		
Invoice: 03/08/21-BB				247220	03/08/21-BB		03/25/2021	USB0321	395.00
				395.00	53011212	443410	POL/FSI/DE-ESC TRNG: TZ POLICE - C/E PATROL TRAINING		
Invoice: 03/12/21-BB				247221	03/12/21-BB		03/25/2021	USB0321	79.51
				79.51	53011252	53110001069	POL/PMP/FACE MASKS COVID19-SUPPLIES		
Invoice: 03/16/21-BB				247222	03/16/21-BB		03/25/2021	USB0321	266.88
				266.88	53011212	531100	POL/QUARTERMASTER/OC SPRAY PD-C/E-PATROL SUPPLIES		
Invoice: 03/01/21-MD				247223	03/01/21-MD		03/25/2021	USB0321	182.03
				182.03	81011881	535500	IT/AMAZON/MONITOR IT - C/E COMPUTER PARTS & EQ		
Invoice: 03/01/21-MD-A				247224	03/01/21-MD-A		03/25/2021	USB0321	444.72
				444.72	81011881	535100	IT/SURVEYMONKEY/ANNUAL SUBX IT - C/E COMPUTER SOFTWARE		
Invoice: 03/01/21-MD-B				247225	03/01/21-MD-B		03/25/2021	USB0321	32.69
				32.69	81011881	535100	IT/ADOBE/CREATIVE CLOUD SUBX IT - C/E COMPUTER SOFTWARE		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/02/21-MD				247226	03/02/21-MD			
				1,830.82	81011252	53510001069	IT/ZOOM/LIC RENEWALS COVID19-SOFTWARE	1,830.82
Invoice: 03/03/21-MD				247227	03/03/21-MD			
				232.64	81011881	531100	IT/AMAZON/HEADSETS IT - C/E SUPPLIES	232.64
Invoice: 03/04/21-MD				247228	03/04/21-MD			
				39.21	81011881	531100	IT/AMAZON/PHONE CASES IT - C/E SUPPLIES	39.21
Invoice: 03/04/21-MD-A				247229	03/04/21-MD-A			
				54.49	81011881	535500	IT/NEWEGG/MONITOR STAND IT - C/E COMPUTER PARTS & EQ	54.49
Invoice: 03/04/21-MD-B				247230	03/04/21-MD-B			
				111.39	81011881	535500	IT/NEWEGG/MONITOR STAND IT - C/E COMPUTER PARTS & EQ	111.39
Invoice: 03/05/21-MD				247231	03/05/21-MD			
				196.20	81011881	535100	IT/MICROSOFT/VISIO SUBX IT - C/E COMPUTER SOFTWARE	196.20
Invoice: 03/05/21-MD-A				247232	03/05/21-MD-A			
				75.00	81011881	443410	IT/WAC/ACCIS SPRING CONF IT - C/E TRAINING	75.00
Invoice: 03/05/21-MD-B				247233	03/05/21-MD-B			
				87.75	81011252	53550001069	IT/AMAZON/CABLES COVID19-COMPUTER HARDWARE	87.75
Invoice: 03/08/21-MD				247234	03/08/21-MD			
				43.76	81011252	53110001069	IT/AMAZON/INK CARTRIDGES COVID19-SUPPLIES	43.76
Invoice: 03/08/21-MD-A				247235	03/08/21-MD-A			
				414.08	81011252	53550001069	IT/AMAZON/PRINTER: CS COVID19-COMPUTER HARDWARE	414.08
Invoice: 03/09/21-MD				247236	03/09/21-MD			
				62.41	81011881	535500	IT/AMAZON/ADAPTER CABLE IT - C/E COMPUTER PARTS & EQ	62.41
Invoice: 03/12/21-MD				247237	03/12/21-MD			
				63.83	81011881	535500	IT/AMAZON/SWITCH, SCREEN PROTECTORS IT - C/E COMPUTER PARTS & EQ	63.83
Invoice: 03/17/21-MD				247238	03/17/21-MD			
				5,068.47	81011283	53550001069	IT/COSTCO/3 LAPTOPS IT-COVID19-VACCINE-COMP EQ.	5,068.47

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/17/21-MD-A				247239	03/17/21-MD-A			5,068.47
				5,068.47	81011283	53550001069	IT/COSTCO/3 LAPTOPS IT-COVID19-VACCINE-COMP EQ.	
Invoice: 03/19/21-MD				247240	03/19/21-MD			9.85
				9.85	81011252	53510001069	IT/ZOOM/SUBX COVID19-SOFTWARE	
Invoice: 03/22/21-MD				247241	03/22/21-MD			55.55
				55.55	81011881	531100	IT/AMAZON/PHONE CASES IT - C/E SUPPLIES	
Invoice: 03/22/21-MD-A				247242	03/22/21-MD-A			253.71
				253.71	81011283	53550001069	IT/AMAZON/LAPTOP SLEEVES IT-COVID19-VACCINE-COMP EQ.	
Invoice: 03/08/21-KD				247243	03/08/21-KD			76.30
				76.30	31011572	549100	EX/CONSTANT CONTACT/MONTHLY SUBX OUTREACH DUES, SUBS& MEMBER	
Invoice: 03/24/21-KD				247244	03/24/21-KD			1.00
				1.00	31011572	531100	EX/CANVA/WEB GRAPHIC EX-GF-OUTREACH-SUPPLIES	
Invoice: 02/28/21-JF				247245	02/28/21-JF			701.60
				701.60	53011212	531100	POL/AMAZON/GUN CLEANING SUPPL PD-C/E-PATROL SUPPLIES	
Invoice: 03/08/21-CK				247246	03/08/21-CK			25.00
				25.00	51011211	549100	POL/CIT INTL/DUES: LYNCH PD-C/E-ADM-DUES/SUBCR/MEMBRSH	
Invoice: 03/08/21-CK-A				247247	03/08/21-CK-A			450.00
				450.00	51011214	443410	POL/CIT INTL/CONF REG: LYNCH PD-C/E-ADMIN-TRAINING	
Invoice: 03/08/21-CK-B				247248	03/08/21-CK-B			395.00
				395.00	53011212	443410	POL/CIT INTL/CONF REG: KAZER POLICE - C/E PATROL TRAINING	
Invoice: 03/08/21-CK-C				247249	03/08/21-CK-C			77.40
				77.40	53011212	443410	POL/DELTA/AIRFARE POLICE - C/E PATROL TRAINING	
Invoice: 03/08/21-CK-D				247250	03/08/21-CK-D			232.79
				232.79	51011214	443410	POL/ALASKA/AIRFARE PD-C/E-ADMIN-TRAINING	
Invoice: 03/08/21-CK-E				247251	03/08/21-CK-E			116.40
				116.40	53011212	443410	POL/ALASKA/AIRFARE POLICE - C/E PATROL TRAINING	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/08/21-RL				247252	03/08/21-RL			1,206.95
				1,206.95	32011152	549100	LEGAL/THOMSON WEST/SUBX LGL-GF-DUES & SUBSCRIPTIONS	
Invoice: 03/08/21-RL-A				247253	03/08/21-RL-A			1,036.08
				1,036.08	41011141	545000	FIN/PITNEY BOWES/MACHINE LEASE FIN - C/E ADMIN RENTS & LEASES	
Invoice: 03/10/21-RL				247254	03/10/21-RL			79.21
				79.21	41011141	531100	FIN/PITNEY BOWES/EZ SEAL FIN - C/E ADMIN SUPPLIES	
Invoice: 03/21/21-RL				247255	03/21/21-RL			22.86
				22.86	32011152	531100	LEGAL/AMAZON/LABEL MAKER TAPE LGL-GF-SUPPLIES	
Invoice: 03/19/21-RL				247256	03/19/21-RL			35.00
				35.00	32011154	443410	LEGAL/MRSC/TRAINING: AS LGL-GF-TRAINING	
Invoice: 03/19/21-RL-A				247257	03/19/21-RL-A			35.00
				35.00	32011154	443410	LEGAL/MRSC/TRAINING: AS LGL-GF-TRAINING	
Invoice: 03/20/21-RL				247258	03/20/21-RL			33.33
				33.33	32011152	531100	LEGAL/AMAZON/LABEL MAKER TAPE LGL-GF-SUPPLIES	
Invoice: 03/23/21-RL				247259	03/23/21-RL			-6.53
				-6.53	32011152	531100	LEGAL/AMAZON/LABEL MAKER TAPE LGL-GF-SUPPLIES	
Invoice: 03/01/21-AL				247260	03/01/21-AL			4,062.41
				4,062.41	31011229	53110001069	EX/CORT PARTY RENTAL/TENT TESTING-COVID19-SUPPLIES	
Invoice: 03/03/21-AL				247261	03/03/21-AL			34.86
				34.86	31011256	531100	EX/AMAZON/FILE FOLDERS EX-GF-EMERG PREP-SUPPLIES	
Invoice: 03/04/21-AL				247262	03/04/21-AL			72.10
				72.10	31011283	53110001069	EX/AMAZON/LABELS COVID19-IMMUNIZATION-SUPPLIES	
Invoice: 03/05/21-AL				247263	03/05/21-AL			832.50
				832.50	31011256	541100	EX/NCSI/BACKGROUND CHECKS EX-GF-EMERG PREP-PROF SVCS	
Invoice: 03/08/21-AL				247264	03/08/21-AL			195.66
				195.66	31011283	53110001069	EX/STARBUCKS/VOLUNTEER COFFEE COVID19-IMMUNIZATION-SUPPLIES	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/08/21-AL-A				247265	03/08/21-AL-A			418.56
				418.56	31011256	541100	EX/SURVEY MONKEY/SUBX EX-GF-EMERG PREP-PROF SVCS	
Invoice: 03/22/21-AL				247266	03/22/21-AL			58.70
				58.70	31011283	53110001069	EX/STARBUCKS/VOLUNTEER COFFEE COVID19-IMMUNIZATION-SUPPLIES	
Invoice: 03/25/21-AL				247267	03/25/21-AL			207.58
				207.58	31011256	531100	EX/AMAZON/EOC SUPPLIES EX-GF-EMERG PREP-SUPPLIES	
Invoice: 03/11/21-CL				247268	03/11/21-CL			165.26
				165.26	63470586	544000	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS CUR-DEV-ZONING-ADV	
Invoice: 03/18/21-CL				247269	03/18/21-CL			26.21
				26.21	63470586	544000	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS CUR-DEV-ZONING-ADV	
Invoice: 03/15/21-KL				247270	03/15/21-KL			200.00
				200.00	51011214	443410	POL/FAMILIES FRIENDS/TRAINING PD-C/E-ADMIN-TRAINING	
Invoice: 03/02/21-DM				247271	03/02/21-DM			37.71
				37.71	73637891	531100	PW/AMAZON/LUNCH ROOM SUPPLIES OFFICE SUPPLIES	
Invoice: 03/06/21-DM				247272	03/06/21-DM			1.74
				1.74	73411345	549900	PW/DOH/WATER CERT CC FEE O&M-WTR MAINT-MISC	
Invoice: 03/06/21-DM-A				247273	03/06/21-DM-A			87.00
				87.00	73411345	443410	PW/DOH/WATER CERT: BM O&M-WTR MAINT-TRAINING EXP	
Invoice: 03/06/21-DM-B				247274	03/06/21-DM-B			1.74
				1.74	73411345	549900	PW/DOH/CC FEE O&M-WTR MAINT-MISC	
Invoice: 03/06/21-DM-C				247275	03/06/21-DM-C			87.00
				87.00	73411345	443410	PW/DOH/WATER CERT: RG O&M-WTR MAINT-TRAINING EXP	
Invoice: 03/06/21-DM-D				247276	03/06/21-DM-D			1.74
				1.74	73411345	549900	PW/DOH/CC FEE O&M-WTR MAINT-MISC	
Invoice: 03/06/21-DM-E				247277	03/06/21-DM-E			87.00
				87.00	73411345	443410	PW/DOH/WATER CERT: NP O&M-WTR MAINT-TRAINING EXP	

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				247278	03/12/21-DM	03/25/2021		USB0321	1.74
Invoice: 03/12/21-DM				1.74	73411345 549900	PW/DOH/CC FEE O&M-WTR MAINT-MISC			
				247279	03/12/21-DM-A	03/25/2021		USB0321	87.00
Invoice: 03/12/21-DM-A				87.00	73411345 443410	PW/DOH/WATER CERT: TP O&M-WTR MAINT-TRAINING EXP			
				247280	03/13/21-DM	03/25/2021		USB0321	1.74
Invoice: 03/13/21-DM				1.74	73411345 549900	PW/DOH/CC FEE O&M-WTR MAINT-MISC			
				247281	03/13/21-DM-A	03/25/2021		USB0321	87.00
Invoice: 03/13/21-DM-A				87.00	73411345 443410	PW/DOH/WATER CERT: RN O&M-WTR MAINT-TRAINING EXP			
				247283	03/05/21-DM	03/25/2021		USB0321	59.95
Invoice: 03/05/21-DM				59.95	73111264 531100	PW/AMAZON/SIGN MX O&M-STREET-TRAF CONTROL-SUPPLY			
				247284	03/17/21-DM	03/25/2021		USB0321	210.90
Invoice: 03/17/21-DM				210.90	73020769 531100	PW/AMAZON/ROAD END STAIRS O&M-ROAD ENDS-SUPPLIES			
				247285	03/18/21-DM	03/25/2021		USB0321	51.93
Invoice: 03/18/21-DM				51.93	73011255 531100	PW/INDUSTRIAL SAFETY/GLOVES O&M-C/E-COURT FAC-SUPPLIES			
				247286	03/20/21-DM	03/25/2021		USB0321	254.28
Invoice: 03/20/21-DM				254.28	73111427 531100	PW/AMAZON/WHEELBARROW TIRES OFFICE SUPPLIES			
				247287	03/08/21-BN	03/25/2021		USB0321	16.40
Invoice: 03/08/21-BN				16.40	53011212 443410	POL/WSF/FERRY POLICE - C/E PATROL TRAINING			
				247288	03/09/21-BN	03/25/2021		USB0321	26.77
Invoice: 03/09/21-BN				26.77	53011212 443410	POL/JAPAN TERIYAKI/LUNCH POLICE - C/E PATROL TRAINING			
				247289	03/09/21-BN-A	03/25/2021		USB0321	15.41
Invoice: 03/09/21-BN-A				15.41	53011212 443410	POL/GYRO STOP/LUNCH POLICE - C/E PATROL TRAINING			
				247290	03/10/21-BN	03/25/2021		USB0321	285.46
Invoice: 03/10/21-BN				285.46	53011212 443410	POL/MARRIOTT/LODGING POLICE - C/E PATROL TRAINING			
				247291	03/21/21-BN	03/25/2021		USB0321	55.71
Invoice: 03/21/21-BN				55.71	53011212 443410	POL/SAFEWAY/FUEL POLICE - C/E PATROL TRAINING			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
Invoice: 03/22/21-BN				247292	03/22/21-BN		03/25/2021	USB0321	9.38
				9.38	53011212	443410	POL/CHIPOTLE/LUNCH		
							POLICE - C/E PATROL TRAINING		
Invoice: 03/22/21-BN-A				247293	03/22/21-BN-A		03/25/2021	USB0321	7.59
				7.59	53011212	443410	POL/SAFEWAY/LUNCH		
							POLICE - C/E PATROL TRAINING		
Invoice: 03/23/21-BN				247294	03/23/21-BN		03/25/2021	USB0321	10.02
				10.02	53011212	443410	POL/KFC/LUNCH		
							POLICE - C/E PATROL TRAINING		
Invoice: 03/11/21-DP				247295	03/11/21-DP		03/25/2021	USB0321	75.00
				75.00	41011144	443410	FIN/WFOA/CPE: COST ALLOCATION		
							FIN - C/E TRAINING		
Invoice: 03/13/21-DP				247296	03/13/21-DP		03/25/2021	USB0321	200.00
				200.00	41011144	443410	FIN/WPTA/TREAS CONF		
							FIN - C/E TRAINING		
Invoice: 03/01/21-JR				247297	03/01/21-JR		03/25/2021	USB0321	900.00
				900.00	61470581	545000	PCD/STORAGE98110/RENT		
							PCD - DEV ADMIN RENTS & LEASES		
Invoice: 03/08/21-JR				247298	03/08/21-JR		03/25/2021	USB0321	95.00
				95.00	62471591	549100	PCD/ICC/CERT RENEWAL: JL		
							BLDG - BLDG DUES/SUBSCRIPTIONS		
Invoice: 03/10/21-JR				247299	03/10/21-JR		03/25/2021	USB0321	60.00
				60.00	62471591	549100	PCD/ICC/MEMBERSHIP RENEWAL: JL		
							BLDG - BLDG DUES/SUBSCRIPTIONS		
Invoice: 03/15/21-JR				247300	03/15/21-JR		03/25/2021	USB0321	60.00
				60.00	62471591	549100	PCD/ICC/MEMBERSHIP RENEWAL: DE		
							BLDG - BLDG DUES/SUBSCRIPTIONS		
Invoice: 03/04/21-JR				247301	03/04/21-JR		03/25/2021	USB0321	750.00
				750.00	62471594	443410	PCD/WABO/BLDG DIV CLASSES		
							BLDG - BLDG TRAINING TRAVEL		
Invoice: 02/26/21-JR				247302	02/26/21-JR		03/25/2021	USB0321	123.16
				123.16	61011581	531100	PCD/AMAZON/CART FOR PLAN SETS		
							PCD - C/E ADMIN SUPPLIES		
Invoice: 02/26/21-MS				247303	02/26/21-MS		03/25/2021	USB0321	15.52
				15.52	61011252	53110001069	PCD/AMAZON/INK REFILLS		
							COVID19-SUPPLIES		
Invoice: 03/14/21-WS				247304	03/14/21-WS		03/25/2021	USB0321	350.56
				350.56	53011212	531100	POL/AMAZON/POUCHES		
							PD-C/E-PATROL SUPPLIES		

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 03/14/21-WS-A				247305	03/14/21-WS-A	03/25/2021		USB0321	189.76
				189.76	53011212 531100	POL/AMAZON/RADIO CARRIER PD-C/E-PATROL SUPPLIES			
Invoice: 02/25/21-BS				247306	02/25/21-BS	03/25/2021		USB0321	484.18
				484.18	54025212 532000	POL/PORT OF BROWNSVILLE/M8 MARINE - FUEL			
Invoice: 02/26/21-KB				247308	02/26/21-KB	03/25/2021		USB0321	125.00
				125.00	33011161 544000	HR/NEOGOV/AD: CITY ENG HR-C/E-ADVERTISING			
Invoice: 02/26/21-KB-A				247309	02/26/21-KB-A	03/25/2021		USB0321	307.97
				307.97	33011164 443410	HR/WA SHRM/ANNUAL CONF HR-C/E-TRAINING EXP			
Invoice: 03/03/21-KB				247310	03/03/21-KB	03/25/2021		USB0321	90.00
				90.00	33011161 544000	HR/CRAIGSLIST/AD: SEASON MX HR-C/E-ADVERTISING			
Invoice: 03/04/21-KB				247311	03/04/21-KB	03/25/2021		USB0321	130.00
				130.00	33011161 544000	HR/NEOGOV/AD: ENG I/II HR-C/E-ADVERTISING			
Invoice: 03/08/21-KB				247312	03/08/21-KB	03/25/2021		USB0321	128.49
				128.49	31011572 44341001064	EX/ARC/GARE ANNUAL MEETING: ES RETF-TRAINING			
Invoice: 03/08/21-KB-A				247314	03/08/21-KB-A	03/25/2021		USB0321	256.98
				256.98	31011572 44341001064	EX/ARC/GARE ANNUAL MEETING: BF-J, SR RETF-TRAINING			
Invoice: 03/09/21-KB				247315	03/09/21-KB	03/25/2021		USB0321	524.33
				524.33	33011161 544000	HR/LINKEDIN/ADS: CITY ENG, ENG I/II HR-C/E-ADVERTISING			
Invoice: 03/09/21-KB-A				247316	03/09/21-KB-A	03/25/2021		USB0321	513.96
				513.96	31011572 44341001064	EX/ARC/GARE ANNUAL MTNG: DB, DM, PE, SW RETF-TRAINING			
Invoice: 03/10/21-KB				247317	03/10/21-KB	03/25/2021		USB0321	-35.00
				-35.00	33011164 443410	HR/AWC/WEBINAR CREDIT HR-C/E-TRAINING EXP			
Invoice: 03/10/21-KB-A				247318	03/10/21-KB-A	03/25/2021		USB0321	125.00
				125.00	33011161 544000	HR/NEOGOV/AD: PERMIT SPEC HR-C/E-ADVERTISING			
Invoice: 03/10/21-KB-B				247319	03/10/21-KB-B	03/25/2021		USB0321	18.50
				18.50	33011161 544000	HR/LINKEDIN/AD: CITY ENG HR-C/E-ADVERTISING			

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL			
Invoice: 03/11/21-KB				247320	03/11/21-KB	03/25/2021		USB0321	45.00
				45.00	33011161 544000	HR/CRAIGSLIST/PERMIT SPEC HR-C/E-ADVERTISING			
Invoice: 03/11/21-KB-A				247321	03/11/21-KB-A	03/25/2021		USB0321	256.98
				256.98	31011572 44341001064	EX/ARC/GARE ANNUAL MEETING: AM, JD RETF-TRAINING			
Invoice: 03/12/21-KB				247322	03/12/21-KB	03/25/2021		USB0321	100.00
				100.00	33011161 544000	HR/AWC/JOB AD CREDITS HR-C/E-ADVERTISING			
Invoice: 03/12/21-KB-A				247323	03/12/21-KB-A	03/25/2021		USB0321	90.00
				90.00	33011161 544000	HR/CRAIGSLIST/AD: FIN ANALYST HR-C/E-ADVERTISING			
Invoice: 03/17/21-KB				247324	03/17/21-KB	03/25/2021		USB0321	125.00
				125.00	33011161 544000	HR/NEOGOV/AD: ADMIN SPEC II HR-C/E-ADVERTISING			
Invoice: 03/18/21-KB				247325	03/18/21-KB	03/25/2021		USB0321	90.00
				90.00	33011161 544000	HR/CRAIGSLIST/AD: ADMIN SPEC HR-C/E-ADVERTISING			
Invoice: 03/22/21-KB				247326	03/22/21-KB	03/25/2021		USB0321	10.00
				10.00	33011164 443410	HR/WORLD-TRUST/VIDEO RENTAL HR-C/E-TRAINING EXP			
Invoice: 03/22/21-KB-A				247327	03/22/21-KB-A	03/25/2021		USB0321	10.00
				10.00	33011164 443410	HR/WORLD TRUST/VIDEO RENTAL HR-C/E-TRAINING EXP			
Invoice: 03/23/21-KB				247328	03/23/21-KB	03/25/2021		USB0321	130.00
				130.00	33011161 544000	HR/NEOGOV/AD: PERMIT SPEC HR-C/E-ADVERTISING			
Invoice: 03/03/21-KS				247329	03/03/21-KS	03/25/2021		USB0321	15.00
				15.00	41011144 443410	FIN/PSFOA/CYBER SECURITY TRNG: KS FIN - C/E TRAINING			
Invoice: 03/05/21-KS				247330	03/05/21-KS	03/25/2021		USB0321	35.00
				35.00	41011144 443410	FIN/GFOA/INFRASTRUCTURE MGMT: KS FIN - C/E TRAINING			
Invoice: 03/05/21-KS-A				247331	03/05/21-KS-A	03/25/2021		USB0321	85.00
				85.00	41011144 443410	FIN/GFOA/ACCEPTING CC: KS FIN - C/E TRAINING			
Invoice: 03/05/21-KS-B				247332	03/05/21-KS-B	03/25/2021		USB0321	25.00
				25.00	41011144 443410	FIN/WFOA/ECONOMIC UPDATE: KS FIN - C/E TRAINING			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/11/21-KS				247333	03/11/21-KS			75.00
				75.00	41011144	443410	FIN/WFOA/FED GRANT: KS FIN - C/E TRAINING	75.00
Invoice: 03/12/21-KS				247334	03/12/21-KS			25.00
				25.00	41011144	443410	FIN/WFOA/BASIC BOND STRUCTURE: KS FIN - C/E TRAINING	25.00
Invoice: 03/12/21-KS-A				247335	03/12/21-KS-A			25.00
				25.00	41011144	443410	FIN/WFOA/PORTFOLIO REPORTING: KS FIN - C/E TRAINING	25.00
Invoice: 03/12/21-KS-B				247336	03/12/21-KS-B			25.00
				25.00	41011144	443410	FIN/WFOA/INVESTMENT POLICY: KS FIN - C/E TRAINING	25.00
Invoice: 03/12/21-KS-C				247337	03/12/21-KS-C			25.00
				25.00	41011144	443410	FIN/WFOA/PORTFOLIO STRATEGY: KS FIN - C/E TRAINING	25.00
Invoice: 03/04/21-KG				247338	03/04/21-KG			13.20
				13.20	72011325	531100	ENG/AMAZON/PHONE CASE ENG - C/E FACIL SUPPLIES	13.20
Invoice: 03/21/21-KG				247339	03/21/21-KG			87.15
				87.15	72011325	531100	ENG/AMAZON/MONITOR MOUNT ENG - C/E FACIL SUPPLIES	87.15
Invoice: 03/21/21-KG-A				247340	03/21/21-KG-A			150.13
				150.13	72011322	531100	ENG/AMAZON/DIGIROLLER III ENG - C/E PLANS SUPPLIES	150.13
Invoice: 03/24/21-KG				247341	03/24/21-KG			107.72
				107.72	72411341	443410	ENG/STEWARDSHIP PARTNERS/ GREEN INFRA SUMMIT ENG - WATER TRAINING	107.72
Invoice: 03/01/21-CK				247342	03/01/21-CK			300.00
				300.00	73011189	545000	PW/STORAGE98110/RENT O&M - C/E FACIL RENTS & LEASES	300.00
Invoice: 03/06/21-CK				247343	03/06/21-CK			63.21
				63.21	73425358	531100	PW/AMAZON/STANDING MATS O&M-WWTP-SUPPLIES	63.21
Invoice: 03/07/21-CK				247344	03/07/21-CK			16.34
				16.34	73411345	549100	PW/ADOBE/PRO SUBX DUES/SUBSCRIPTIONS	16.34
Invoice: 03/10/21-CK				247345	03/10/21-CK			75.00
				75.00	73416345	549800	PW/KPH/ANNUAL OP PERMIT CASEY STREET WTR-PERMITS	75.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 03/11/21-CK				247348	03/11/21-CK			225.00
				225.00	73011483	443410	PW/APWA/FLEET MGMT TRNG: MB O&M-GF-MECH SHOP-TRAINING	225.00
Invoice: 03/12/21-CK				247349	03/12/21-CK			7.37
				7.37	73020769	531100	PW/BMC/ROAD END SUPPLIES O&M-ROAD ENDS-SUPPLIES	7.37
Invoice: 03/12/21-CK-A				247350	03/12/21-CK-A			114.30
				114.30	73020769	531100	PW/BMC/ROAD END SUPPLIES O&M-ROAD ENDS-SUPPLIES	114.30
Invoice: 03/12/21-CK-AB				247351	03/12/21-CK-AB			500.00
				500.00	73425358	443410	PW/GREEN RIVER CC/UTIL WORKER SAFETY: DEL O&M-WWTP-TRAINING	500.00
Invoice: 03/14/21-CK				247352	03/14/21-CK			16.34
				16.34	73411345	549100	PW/ADOBE/PRO SUBX DUES/SUBSCRIPTIONS	16.34
Invoice: 03/20/21-CK				247353	03/20/21-CK			126.42
				126.42	73425358	531100	PW/AMAZON/STANDING MATS O&M-WWTP-SUPPLIES	126.42
Invoice: 03/21/21-CK				247354	03/21/21-CK			314.58
				314.58	73425358	531100	PW/AMAZON/12V BATTERIES O&M-WWTP-SUPPLIES	314.58
							CHECK 356077 TOTAL:	40,188.79
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		40,188.79
						<u>COUNT</u>	<u>AMOUNT</u>	
				TOTAL PRINTED CHECKS	1		40,188.79	
							*** GRAND TOTAL ***	40,188.79

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CLERK: cfreitas

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	4	89									
APP	001-213000		04/10/2021	USB0321	USB	CC		GENERAL - ACCOUNTS PAYABLE		36,117.07	
APP	635-111100		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL CASH			40,188.79
APP	407-213000		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		2,056.47	
APP	631-213000		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		37.71	
APP	401-213000		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		659.10	
APP	101-213000		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL STREETS - ACCOUNTS PAYABLE		314.23	
APP	402-213000		04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		1,004.21	
			04/10/2021	USB0321	USB	CC		AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		40,188.79	40,188.79
APP	631-130000		04/10/2021	USB0321	USB	CC		DUE TO/FROM CLEARING		40,151.08	
APP	001-130000		04/10/2021	USB0321	USB	CC		GENERAL - DUE TO/FROM CLEARING			36,117.07
APP	407-130000		04/10/2021	USB0321	USB	CC		DUE TO/FROM CLEARING			2,056.47
APP	401-130000		04/10/2021	USB0321	USB	CC		DUE TO/FROM CLEARING			659.10
APP	101-130000		04/10/2021	USB0321	USB	CC		STREETS - DUE TO/FROM CLEARING			314.23
APP	402-130000		04/10/2021	USB0321	USB	CC		DUE TO/FROM CLEARING			1,004.21
			04/10/2021	USB0321	USB	CC					
								SYSTEM GENERATED ENTRIES TOTAL		40,151.08	40,151.08
								JOURNAL 2021/04/89 TOTAL		80,339.87	80,339.87

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 4	89	04/10/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	36,117.07	36,117.07
				FUND TOTAL	36,117.07	36,117.07
101 STREET FUND 101-130000 101-213000	2021 4	89	04/10/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	314.23	314.23
				FUND TOTAL	314.23	314.23
401 WATER OPERATING FUND 401-130000 401-213000	2021 4	89	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	659.10	659.10
				FUND TOTAL	659.10	659.10
402 SEWER OPERATING FUND 402-130000 402-213000	2021 4	89	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,004.21	1,004.21
				FUND TOTAL	1,004.21	1,004.21
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 4	89	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,056.47	2,056.47
				FUND TOTAL	2,056.47	2,056.47
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 4	89	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	40,151.08 37.71	40,188.79
				FUND TOTAL	40,188.79	40,188.79

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		36,117.07
101	STREET FUND		314.23
401	WATER OPERATING FUND		659.10
402	SEWER OPERATING FUND		1,004.21
407	BUILDING & DEVELOPMENT FUND		2,056.47
631	CLEARING FUND		
		40,151.08	
	TOTAL	40,151.08	40,151.08

** END OF REPORT - Generated by Carrie L. Freitas **



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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
356078	04/10/2021	PRTD	1205 PUGET SOUND ENERGY	247357	828MAR21	04/01/2021		M041021	204.65		
	Invoice: 828MAR21										
				204.65	91415345 547100					TAYLOR WELLS LID17 PH1 GG-ROCKAWAY BCH-UTILITIES	
				247358	IL3MAR21	04/01/2021		M041021	25.08		
	Invoice: IL3MAR21										
				25.08	91111263 547100					ROUNDAABOUT HS/MADISON GG-STRT-STREET LIGHTING-UTIL	
				247359	647MAR21	04/01/2021		M041021	50.05		
	Invoice: 647MAR21										
				50.05	91111263 547100					ST LTS/TRAFFIC CONTR GG-STRT-STREET LIGHTING-UTIL	
				247360	IL9MAR21	04/01/2021		M041021	77.63		
	Invoice: IL9MAR21										
				77.63	91111263 547100					MADISON AVE S GG-STRT-STREET LIGHTING-UTIL	
				247362	285MAR21	04/01/2021		M041021	343.59		
	Invoice: 285MAR21										
				343.59	91421355 547100					SPS NORTHTOWN/SPORTSMAN GG-SWR-ELECTRIC	
				247363	735MAR21	04/01/2021		M041021	67.19		
	Invoice: 735MAR21										
				67.19	91011768 547100					SHANNON DR/WFP DOCK GG-C/E-PARKS-ELECTRIC	
				247364	182MAR21	04/01/2021		M041021	53.51		
	Invoice: 182MAR21										
				53.51	91011255 547100					MUNI COURT METER E6 GG-C/E-COURT BLDG-ELECTRIC	
				247366	058MAR21	04/01/2021		M041021	79.31		
	Invoice: 058MAR21										
				79.31	91011897 547100					HIDDEN COVE SHOP GG-C/E-O&M YARD FAC-ELECTRIC	
				247367	973MAR21	04/01/2021		M041021	52.74		
	Invoice: 973MAR21										
				52.74	91415345 547100					OC RESERVOIR LID17 PH2 GG-ROCKAWAY BCH-UTILITIES	
				247368	558MAR21	04/01/2021		M041021	3,213.03		
	Invoice: 558MAR21										
				3,213.03	91011897 547100					7315 HIDDEN COVE RD GG-C/E-O&M YARD FAC-ELECTRIC	
				247369	336MAR21	04/01/2021		M041021	142.63		
	Invoice: 336MAR21										
				142.63	91421355 547100					SLS-9 ISLAND TERRACE GG-SWR-ELECTRIC	
				247370	IL11MAR21	04/01/2021		M041021	21.51		
	Invoice: IL11MAR21										
				21.51	91111263 547100					ST LIGHTS WW MAD TO 305 GG-STRT-STREET LIGHTING-UTIL	
				247371	520-330MAR21	04/01/2021		M041021	63.44		
	Invoice: 520-330MAR21										
				63.44	91011768 547100					210 WINSLOW WAY E IRRIGATION GG-C/E-PARKS-ELECTRIC	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 682-B-MAR21				247372 682-B-MAR21	04/01/2021		M041021	31.32
				31.32 91111263 547100		MUNI PARTKING LOT MAD/MAD GG-STRT-STREET LIGHTING-UTIL		
Invoice: 736MAR21				247373 736MAR21	04/01/2021		M041021	86.00
				86.00 91011768 547100		SHANNON DR/WFP RESTROOM GG-C/E-PARKS-ELECTRIC		
Invoice: 040-581MAR21				247374 040-581MAR21	04/01/2021		M041021	189.77
				189.77 91421355 547100		3900 HALLS HILL RD PUMP GG-SWR-ELECTRIC		
Invoice: 884MAR21				247375 884MAR21	04/01/2021		M041021	113.53
				113.53 91421355 547100		SLS FERRY TERMINAL GG-SWR-ELECTRIC		
Invoice: 111MAR21				247376 111MAR21	04/01/2021		M041021	573.44
				573.44 91011215 547100		POL STATION METER 2 GG-C/E-PD-ELECTRIC		
Invoice: 717MAR21				247377 717MAR21	04/01/2021		M041021	319.07
				319.07 91011215 547100		POL STATION METER 1 GG-C/E-PD-ELECTRIC		
Invoice: 520-374MAR21				247378 520-374MAR21	04/01/2021		M041021	67.73
				67.73 91111264 547100		SIGNAL @ 108 OLY DR GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 520-136MAR21				247379 520-136MAR21	04/01/2021		M041021	1,914.56
				1,914.56 91411345 547100		HOB BOOSTER PUMP/WELL GG-WTR-ELECTRIC		
Invoice: IL5MAR21				247380 IL5MAR21	04/01/2021		M041021	109.33
				109.33 91111263 547100		COMMODORE OFF HS @ OLYMPIC GG-STRT-STREET LIGHTING-UTIL		
Invoice: 291MAR21				247381 291MAR21	04/01/2021		M041021	15.66
				15.66 91411345 547100		HEAD OF BAY WELL FIELD GG-WTR-ELECTRIC		
Invoice: 031MAR21				247382 031MAR21	04/01/2021		M041021	173.15
				173.15 91421355 547100		SLS-6 LOVELL LOWER GG-SWR-ELECTRIC		
Invoice: IL12MAR21				247383 IL12MAR21	04/01/2021		M041021	55.45
				55.45 91111263 547100		ST LTS WW 305-FERNCLIFF GG-STRT-STREET LIGHTING-UTIL		
Invoice: 573MAR21				247384 573MAR21	04/01/2021		M041021	14.12
				14.12 91411345 547100		COMMODORE/HS RESERVOIR GG-WTR-ELECTRIC		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 040-714MAR21				247385 040-714MAR21	04/01/2021		M041021	11.05
				11.05 91021182 547100	7095 NE TWIN PONDS RD	GG-OS-PROP MNGT-ELECTRIC		
Invoice: 206MAR21				247386 206MAR21	04/01/2021		M041021	478.14
				478.14 91421355 547100	4586 PT WHT DR	GG-SWR-ELECTRIC		
Invoice: 256MAR21				247387 256MAR21	04/01/2021		M041021	479.13
				479.13 91421355 547100	SLS-8 HWY 305-HARBORVIEW	GG-SWR-ELECTRIC		
Invoice: 636MAR21				247388 636MAR21	04/01/2021		M041021	108.07
				108.07 91421355 547100	SLS-7 WING PT WAY	GG-SWR-ELECTRIC		
Invoice: 888MAR21				247389 888MAR21	04/01/2021		M041021	234.52
				234.52 91411345 547100	HS RD PUMP	GG-WTR-ELECTRIC		
Invoice: 658MAR21				247390 658MAR21	04/01/2021		M041021	95.25
				95.25 91421355 547100	SLS-4 IRENE/LOWER HAWLEY	GG-SWR-ELECTRIC		
Invoice: 520-298MAR21				247391 520-298MAR21	04/01/2021		M041021	361.09
				361.09 91421355 547100	SLS-5 WW/SUNDAY COVE	GG-SWR-ELECTRIC		
Invoice: 640MAR21				247392 640MAR21	04/01/2021		M041021	16.09
				16.09 91011768 547100	BRIEN DR S/BOOTH EL PANEL	GG-C/E-PARKS-ELECTRIC		
Invoice: 983MAR21				247393 983MAR21	04/01/2021		M041021	12.17
				12.17 91111264 547100	MILLER RD NE BEACON	GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 067MAR21				247394 067MAR21	04/01/2021		M041021	11.16
				11.16 91111263 547100	MADISON PARKING LOT	GG-STRT-STREET LIGHTING-UTIL		
Invoice: IL7MAR21				247395 IL7MAR21	04/01/2021		M041021	67.21
				67.21 91111263 547100	MADISON PRJ HS TO WINDSLOW	GG-STRT-STREET LIGHTING-UTIL		
Invoice: 466MAR21				247396 466MAR21	04/01/2021		M041021	11.49
				11.49 91111264 547100	MADISON/HS RAINBRINGER	GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 093MAR21				247397 093MAR21	04/01/2021		M041021	2,413.21
				2,413.21 91411345 547100	FLETCHER BAY WELL FIELD	GG-WTR-ELECTRIC		

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 444	MAR21			247398	444MAR21	04/01/2021		M041021	785.57
				785.57	91011755 547100	BI COMMONS GG-C/E-COMMONS-ELECTRIC			
Invoice: 461	MAR21			247399	461MAR21	04/01/2021		M041021	7,694.15
				7,694.15	91425358 547100	WWTP GG-WWTP-ELECTRIC			
Invoice: WW&305	MAR21			247400	WW&305MAR21	04/01/2021		M041021	338.68
				338.68	91111264 547100	WINSLOW WAY & 305 GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 831	MAR21			247401	831MAR21	04/01/2021		M041021	3,474.96
				3,474.96	91411345 547100	SANDS AVE WELL FIELD GG-WTR-ELECTRIC			
Invoice: 797	MAR21			247402	797MAR21	04/01/2021		M041021	234.22
				234.22	91011255 547100	MUNI COURT METER E3 GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 247	MAR21			247403	247MAR21	04/01/2021		M041021	17.40
				17.40	91435838 547100	SSWM/DECANT FACILITY GG-DECANT-ELECTRIC			
Invoice: 143	MAR21			247404	143MAR21	04/01/2021		M041021	11.05
				11.05	91111264 547100	REITAN RD/WELCOME TO BI GG-STREET-TRAF CONTROL-UTILITY			
Invoice: IL1	MAR21			247405	IL1MAR21	04/01/2021		M041021	166.64
				166.64	91111263 547100	ERCKSN/MDSN/WNSLW/KNTCHL GG-STRT-STREET LIGHTING-UTIL			
Invoice: 710	MAR21			247406	710MAR21	04/01/2021		M041021	261.10
				261.10	91421355 547100	SLS-2 VILLAGE CENTER GG-SWR-ELECTRIC			
Invoice: 893	MAR21			247407	893MAR21	04/01/2021		M041021	751.44
				751.44	91111263 547100	MUNI ST LIGHTING GG-STRT-STREET LIGHTING-UTIL			
Invoice: 040-751	MAR21			247408	040-751MAR21	04/01/2021		M041021	13.58
				13.58	91411345 547100	520 ERICKSEN AVE PRV GG-WTR-ELECTRIC			
Invoice: SPRING	MAR21			247409	SPRINGMAR21	04/01/2021		M041021	37.36
				37.36	91111263 547100	SPRINGRIDGE/HANSEN HILL GG-STRT-STREET LIGHTING-UTIL			
Invoice: LYNCTR	MAR21			247410	LYNCTRMAR21	04/01/2021		M041021	58.27
				58.27	91111263 547100	4238 LYNWOOD CTR RD, BLOSSOM HILL GG-STRT-STREET LIGHTING-UTIL			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: BKLYN&MADMAR21				247411	BKLYN&MADMAR21	04/01/2021	M041021	14.98
				14.98	91111263	547100	N BROOKLYN & MAD AVE ST LT GG-STRT-STREET LIGHTING-UTIL	
Invoice: 2360-MADMAR21				247412	2360-MADMAR21	04/01/2021	M041021	14.98
				14.98	91111263	547100	2360 MAD AVE N - E ENTR ST LT GG-STRT-STREET LIGHTING-UTIL	
Invoice: MAD&ORDMAR21				247413	MAD&ORDMAR21	04/01/2021	M041021	14.98
				14.98	91111263	547100	MADISON AVE, ORDWAY CRSS ST GG-STRT-STREET LIGHTING-UTIL	
Invoice: BKLYN&NTOWNMAR21				247414	BKLYN&NTOWNMAR21	04/01/2021	M041021	14.98
				14.98	91111263	547100	N BROOKLYN & N TOWN ST LT GG-STRT-STREET LIGHTING-UTIL	
Invoice: WING&AZALEAMAR21				247415	WING&AZALEAMAR21	04/01/2021	M041021	12.38
				12.38	91111263	547100	WING PT & AZALEA ST LT GG-STRT-STREET LIGHTING-UTIL	
Invoice: W.OFMAD-PH1MAR21				247416	W.OFMAD-PH1MAR21	04/01/2021	M041021	1,002.31
				1,002.31	91111263	547100	W. OF MADISON-BAINBRIDGE CO PH1 GG-STRT-STREET LIGHTING-UTIL	
Invoice: E.OFMAD-PH2MAR21				247417	E.OFMAD-PH2MAR21	04/01/2021	M041021	1,989.41
				1,989.41	91111263	547100	E. OF MAD-BAINBRIDGE CO PH2 GG-STRT-STREET LIGHTING-UTIL	
Invoice: MAD&H.S.MAR21				247418	MAD&H.S.MAR21	04/01/2021	M041021	45.81
				45.81	91111263	547100	MADISON AVE/HS AVE ST LT GG-STRT-STREET LIGHTING-UTIL	
Invoice: 2681MAR21				247419	2681MAR21	04/01/2021	M041021	11.05
				11.05	91011768	547100	WFP BOOTH EL PANEL #4 GG-C/E-PARKS-ELECTRIC	
Invoice: 2996MAR21				247420	2996MAR21	04/01/2021	M041021	22.76
				22.76	91411345	547100	965 WEAVER RD NW GG-WTR-ELECTRIC	
Invoice: 3010MAR21				247421	3010MAR21	04/01/2021	M041021	11.05
				11.05	91011768	547100	WFP BOOTH EL PANEL #3 GG-C/E-PARKS-ELECTRIC	
Invoice: 3028MAR21				247422	3028MAR21	04/01/2021	M041021	12.48
				12.48	91011768	547100	WFP BOOTH EL PANEL #2 GG-C/E-PARKS-ELECTRIC	
Invoice: 3044MAR21				247423	3044MAR21	04/01/2021	M041021	11.05
				11.05	91011739	547100	278 WINSLOW WAY E #KIOSK COMM EVENTS-ELECTRICITY	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
Invoice: 3051	MAR21			247424	3051	MAR21			
				11.05	91011768	547100	WFP BOOTH EL PANEL #1 GG-C/E-PARKS-ELECTRIC	11.05	
Invoice: 5760	MAR21			247425	5760	MAR21			
				113.21	91421355	547100	TREATMENT PLANT LS #3 GG-SWR-ELECTRIC	113.21	
Invoice: 0120	MAR21			247426	0120	MAR21			
				17.20	91111263	547100	220 OLY DR SE ST LTS GG-STRT-STREET LIGHTING-UTIL	17.20	
Invoice: 8808	MAR21			247427	8808	MAR21			
				227.02	91011557	547100	9229 NE DAY RD - FOF FARMS-ELECTRIC	227.02	
							CHECK 356078 TOTAL:	29,747.19	
356079	04/10/2021	PRTD	8811 REMOTE MEDICINE INC.	247355	INV-001200		03/16/2021	M041021	7,495.00
	Invoice: INV-001200			7,495.00	31011256	541100	EX/BIEMR RECERT EX-GF-EMERG PREP-PROF SVCS		
							CHECK 356079 TOTAL:	7,495.00	
356080	04/10/2021	PRTD	1485 VERIZON WIRELESS	247356	9876755130		04/01/2021	M041021	5,600.07
	Invoice: 9876755130			1,405.79	91011189	54210001069	CITYWIDE WIRELESS SERVICES COVID19-ADD'L CELL PHONES		
				4,194.28	91011189	542100	GG-C/E-CITY HALL-PHONE		
							CHECK 356080 TOTAL:	5,600.07	
NUMBER OF CHECKS							3	*** CASH ACCOUNT TOTAL ***	42,842.26
							COUNT	AMOUNT	
TOTAL PRINTED CHECKS							3	42,842.26	
							*** GRAND TOTAL ***	42,842.26	

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YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	4	90									
APP	401-213000		04/10/2021	M041021	041021			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,360.76	
APP	635-111100		04/10/2021	M041021	041021			CASH AP CASH DISBURSEMENTS JOURNAL			42,842.26
APP	101-213000		04/10/2021	M041021	041021			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,030.60	
APP	402-213000		04/10/2021	M041021	041021			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		10,552.81	
APP	001-213000		04/10/2021	M041021	041021			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		18,880.69	
APP	403-213000		04/10/2021	M041021	041021			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		17.40	
GENERAL LEDGER TOTAL										42,842.26	42,842.26
APP	631-130000		04/10/2021	M041021	041021			DUE TO/FROM CLEARING		42,842.26	
APP	401-130000		04/10/2021	M041021	041021			DUE TO/FROM CLEARING			8,360.76
APP	101-130000		04/10/2021	M041021	041021			STREETS - DUE TO/FROM CLEARING			5,030.60
APP	402-130000		04/10/2021	M041021	041021			DUE TO/FROM CLEARING			10,552.81
APP	001-130000		04/10/2021	M041021	041021			GENERAL - DUE TO/FROM CLEARING			18,880.69
APP	403-130000		04/10/2021	M041021	041021			DUE TO/FROM CLEARING			17.40
SYSTEM GENERATED ENTRIES TOTAL										42,842.26	42,842.26
JOURNAL 2021/04/90 TOTAL										85,684.52	85,684.52

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 4	90	04/10/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	18,880.69	18,880.69
				FUND TOTAL	18,880.69	18,880.69
101 STREET FUND 101-130000 101-213000	2021 4	90	04/10/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	5,030.60	5,030.60
				FUND TOTAL	5,030.60	5,030.60
401 WATER OPERATING FUND 401-130000 401-213000	2021 4	90	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,360.76	8,360.76
				FUND TOTAL	8,360.76	8,360.76
402 SEWER OPERATING FUND 402-130000 402-213000	2021 4	90	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	10,552.81	10,552.81
				FUND TOTAL	10,552.81	10,552.81
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 4	90	04/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	17.40	17.40
				FUND TOTAL	17.40	17.40
631 CLEARING FUND 631-130000 635-111100	2021 4	90	04/10/2021	DUE TO/FROM CLEARING CASH	42,842.26	42,842.26
				FUND TOTAL	42,842.26	42,842.26

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		18,880.69
101	STREET FUND		5,030.60
401	WATER OPERATING FUND		8,360.76
402	SEWER OPERATING FUND		10,552.81
403	STORM & SURFACE WATER FUND		17.40
631	CLEARING FUND		
		42,842.26	
	TOTAL	42,842.26	42,842.26

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356081	04/14/2021	PRTD	551 CENTURYLINK	247428	0225APR21		M041421	129.48
	Invoice: 0225APR21			129.48	91011897	542100	O&M FIRE ALARM MONIT GG-C/E-O&M YARD FAC-PHONE	
	Invoice: 0456APR21			247429	0456APR21		M041421	84.99
				84.99	91421891	542100	VILLAGE SEWER PUMP GG-SWR-FAC-PHONE	
	Invoice: 0754APR21			247430	0754APR21		M041421	65.94
				65.94	91411891	542100	FLETCHER BAY WELL TELEM GG-WTR-FAC-PHONE	
	Invoice: 1745APR21			247431	1745APR21		M041421	61.02
				61.02	91011189	542100	CH ELEVATOR SVC LINE GG-C/E-CITY HALL-PHONE	
	Invoice: 3736APR21			247432	3736APR21		M041421	129.48
				129.48	91011189	542100	CH FIRE ALARM MONIT GG-C/E-CITY HALL-PHONE	
	Invoice: 5211APR21			247433	5211APR21		M041421	220.44
				220.44	91011215	542100	POL PHN SVCS GG-C/E-PD-PHONE	
	Invoice: 8731APR21			247434	8731APR21		M041421	65.63
				65.63	91011755	542100	COMMONS FIRE ALARM MONIT GG-C/E-COMMONS-PHONE	
	Invoice: 9136APR21			247435	9136APR21		M041421	167.59
				167.59	91011189	542100	CH SECURITY ALARM MONIT GG-C/E-CITY HALL-PHONE	
	Invoice: 9791APR21			247436	9791APR21		M041421	137.80
				137.80	91011215	542100	POL TI MANDUS GG-C/E-PD-PHONE	
	Invoice: 9840APR21			247437	9840APR21		M041421	65.94
				65.94	91411891	542100	HEAD OF BAY WELL TELEM GG-WTR-FAC-PHONE	
	Invoice: 9858APR21			247438	9858APR21		M041421	50.35
				50.35	91411891	542100	SANDS AVE WELL TELEM GG-WTR-FAC-PHONE	
	Invoice: 8834APR21			247440	8834APR21		M041421	74.99
				74.99	91411891	542100	259 FERNCLIFF PRV TELEM GG-WTR-FAC-PHONE	
							CHECK 356081 TOTAL:	1,253.65

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356082	04/14/2021	PRTD	6940 FREMONT ANALYTICAL	247439	2012270	12/31/2020	M041421	756.00
	Invoice: 2012270					PW/VINCENT LANDFILL TESTING SVCS		
				756.00	73011370	54110000261 BI LANDFILL MONITORING-PRO SVC		
						CHECK	356082 TOTAL:	756.00
356083	04/14/2021	PRTD	1205 PUGET SOUND ENERGY	247441	3319MAR21	04/07/2021	M041421	19.43
	Invoice: 3319MAR21					PW/CASEY ST WATER		
				19.43	73416345	547100 CASEY STREET WTR-ELECTRICITY		
	Invoice: 3771MAR21			247442	3771MAR21	04/07/2021	M041421	17.54
						LOVELL AVE NW PRV		
				17.54	91411345	547100 GG-WTR-ELECTRIC		
	Invoice: 9932MAR21			247443	9932MAR21	04/07/2021	M041421	11.05
						184 WINSLOW WAY E		
				11.05	91011739	547100 COMM EVENTS-ELECTRICITY		
						CHECK	356083 TOTAL:	48.02
356084	04/14/2021	PRTD	1485 VERIZON WIRELESS	247444	9876755131	04/01/2021	M041421	78.96
	Invoice: 9876755131					MODEM LINES FOR C.BERG PRJ		
				78.96	91011189	542100 GG-C/E-CITY HALL-PHONE		
						CHECK	356084 TOTAL:	78.96
						NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***
								2,136.63
						COUNT	AMOUNT	
						TOTAL PRINTED CHECKS	4	2,136.63
								*** GRAND TOTAL ***
								2,136.63

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YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	4	128									
APP	001-213000		04/14/2021	M041421	041421			GENERAL - ACCOUNTS PAYABLE		1,757.45	
APP	635-111100		04/14/2021	M041421	041421			AP CASH DISBURSEMENTS JOURNAL CASH			2,136.63
APP	402-213000		04/14/2021	M041421	041421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		84.99	
APP	401-213000		04/14/2021	M041421	041421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		294.19	
GENERAL LEDGER TOTAL										2,136.63	2,136.63
APP	631-130000		04/14/2021	M041421	041421			DUE TO/FROM CLEARING		2,136.63	
APP	001-130000		04/14/2021	M041421	041421			GENERAL - DUE TO/FROM CLEARING			1,757.45
APP	402-130000		04/14/2021	M041421	041421			DUE TO/FROM CLEARING			84.99
APP	401-130000		04/14/2021	M041421	041421			DUE TO/FROM CLEARING			294.19
SYSTEM GENERATED ENTRIES TOTAL										2,136.63	2,136.63
JOURNAL 2021/04/128 TOTAL										4,273.26	4,273.26

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 4	128	04/14/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,757.45	1,757.45
				FUND TOTAL	1,757.45	1,757.45
401 WATER OPERATING FUND 401-130000 401-213000	2021 4	128	04/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	294.19	294.19
				FUND TOTAL	294.19	294.19
402 SEWER OPERATING FUND 402-130000 402-213000	2021 4	128	04/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	84.99	84.99
				FUND TOTAL	84.99	84.99
631 CLEARING FUND 631-130000 635-111100	2021 4	128	04/14/2021	DUE TO/FROM CLEARING CASH	2,136.63	2,136.63
				FUND TOTAL	2,136.63	2,136.63

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,757.45
401	WATER OPERATING FUND		294.19
402	SEWER OPERATING FUND		84.99
631	CLEARING FUND	2,136.63	
	TOTAL	2,136.63	2,136.63

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356085	04/21/2021	PRTD	47 BAINBRIDGE DISPOSAL	247613	0001072837	03/31/2021	M042120	169.89
	Invoice: 0001072837			169.89	91011755	547900	PW/COMMONS DISP SVCS GG-C/E-COMMONS-GARBAGE	
							CHECK 356085 TOTAL:	169.89
356086	04/21/2021	PRTD	551 CENTURYLINK	247614	4953APR21	04/07/2021	M042120	74.99
	Invoice: 4953APR21			74.99	91421891	542100	310 MADISON AVE SLS TELEM GG-SWR-FAC-PHONE	
			Invoice: 5127APR21	247615	5127APR21	04/07/2021	M042120	201.39
				201.39	71011183	54210000724	8804 MADISON AVE PD/COURT BLDG NON CAP-PHONE	
			Invoice: 5996APR21	247616	5996APR21	04/07/2021	M042120	96.83
				96.83	91011757	542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE	
							CHECK 356086 TOTAL:	373.21
356087	04/21/2021	PRTD	1205 PUGET SOUND ENERGY	247619	90701845	04/07/2021	M042120	610.40
	Invoice: 90701845			610.40	72321953	66300000708	ENG/SVC LINE @ 502 LOVELL WYATT-MAD TO LOVELL-CONSTR	
			Invoice: 0837CREDIT	247620	0837CREDIT	03/10/2021	M042120	-14.69
				-14.69	91011189	547100	200006410837 BILL ADJ GG-C/E-CITY HALL-ELECTRIC	
							CHECK 356087 TOTAL:	595.71
							NUMBER OF CHECKS 3	*** CASH ACCOUNT TOTAL ***
								1,138.81
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS 3	1,138.81
								*** GRAND TOTAL ***
								1,138.81

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	4	263									
APP	001-213000		04/21/2021	M042120	042121			GENERAL - ACCOUNTS PAYABLE		453.42	
APP	635-111100		04/21/2021	M042120	042121			AP CASH DISBURSEMENTS JOURNAL CASH			1,138.81
APP	402-213000		04/21/2021	M042120	042121			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		74.99	
APP	301-213000		04/21/2021	M042120	042121			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		610.40	
			04/21/2021	M042120	042121			AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		1,138.81	1,138.81
APP	631-130000		04/21/2021	M042120	042121			DUE TO/FROM CLEARING		1,138.81	
APP	001-130000		04/21/2021	M042120	042121			GENERAL - DUE TO/FROM CLEARING			453.42
APP	402-130000		04/21/2021	M042120	042121			DUE TO/FROM CLEARING			74.99
APP	301-130000		04/21/2021	M042120	042121			DUE TO/FROM CLEARING			610.40
			04/21/2021	M042120	042121						
								SYSTEM GENERATED ENTRIES TOTAL		1,138.81	1,138.81
								JOURNAL 2021/04/263 TOTAL		2,277.62	2,277.62

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 4	263	04/21/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	453.42	453.42
				FUND TOTAL	453.42	453.42
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 4	263	04/21/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	610.40	610.40
				FUND TOTAL	610.40	610.40
402 SEWER OPERATING FUND 402-130000 402-213000	2021 4	263	04/21/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	74.99	74.99
				FUND TOTAL	74.99	74.99
631 CLEARING FUND 631-130000 635-111100	2021 4	263	04/21/2021	DUE TO/FROM CLEARING CASH	1,138.81	1,138.81
				FUND TOTAL	1,138.81	1,138.81

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FUND		DUE TO	DUE FROM
001	GENERAL FUND		453.42
301	CAPITAL CONSTRUCTION FUND		610.40
402	SEWER OPERATING FUND		74.99
631	CLEARING FUND		
		1,138.81	
	TOTAL	1,138.81	1,138.81

** END OF REPORT - Generated by Carrie L. Freitas **

John R. Shaw

4/21/2021



4/21/2021
Also reviewed 3 voids below,
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC			
356088	04/28/2021	PRTD	5	ACE HARDWARE	247445	48412/1	03/24/2021	04/25/21	5.17
	Invoice: 48412/1				5.17	73111264 531100	PW/LOCKNUT CONDUIT O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 48426/1				247446	48426/1	03/25/2021	04/25/21	29.89
					29.89	73638935 531100	KEYS O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 48467/1				247447	48467/1	03/31/2021	04/25/21	3.25
					3.25	73011189 531100	PW/PVC CAPS O&M - C/E FACIL OFC SUPPLIES		
	Invoice: 48424/1				247567	48424/1	03/25/2021	04/25/21	343.19
					343.19	73011897 531100	PW/PADLOCK, WRENCH SET, BULBS O&M-C/E-PWY FAC-SUPPLIES		
	Invoice: 48437/1				247568	48437/1	03/26/2021	04/25/21	65.40
					65.40	73425358 531100	PW/WWTP MX SUPPLIES O&M-WWTP-SUPPLIES		
	Invoice: 48470/1				247569	48470/1	04/01/2021	04/25/21	117.88
					117.88	73425358 531100	PW/WWTP MX SUPPLIES O&M-WWTP-SUPPLIES		
	Invoice: 48472/1				247570	48472/1	04/01/2021	04/25/21	38.14
					38.14	73011897 531100	PW/TOILER SEAT O&M-C/E-PWY FAC-SUPPLIES		
	Invoice: 48483/1				247571	48483/1	04/02/2021	04/25/21	6.44
					6.44	73425358 531100	PW/ADAPTERS, COUPLERS O&M-WWTP-SUPPLIES		
	Invoice: 48502/1				247572	48502/1	04/07/2021	04/25/21	36.54
					36.54	73011897 531100	PW/FASTENERS O&M-C/E-PWY FAC-SUPPLIES		
	Invoice: 48508/1				247573	48508/1	04/07/2021	04/25/21	22.86
					22.86	73411345 531100	PW/STORAGE BOXES OFFICE SUPPLIES		
	Invoice: 48509/1				247574	48509/1	04/07/2021	04/25/21	251.78
					251.78	73411345 531100	PW/MX SUPPLIES OFFICE SUPPLIES		
	Invoice: 48525/1				247575	48525/1	04/13/2021	04/25/21	28.32
					28.32	73111264 531100	PW/GORILLA TAPE O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 48527/1				247576	48527/1	04/13/2021	04/25/21	19.59
					19.59	73111423 531100	PW/GARDEN STAPLES OFFICE SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	356094 TOTAL:	67.99
356095	04/28/2021	PRTD	9679 AUBREY, EMMA & STETS	247471 93288	04/15/2021	04/25/21		205.89
			Invoice: 93288		UB 12998 981	CURTIS LOOP NE		
				205.89 411 122100		WATER ACCOUNTS RECEIVABLE		
						CHECK	356095 TOTAL:	205.89
356096	04/28/2021	PRTD	1159 AUTOGLASS PLUS INC	247451 C0075343	03/17/2021	04/25/21		659.45
			Invoice: C0075343		POL/VEH 238	WINDSHIELD REPL		
				659.45 53011212 548100		POLICE - C/E PATROL MAINTENANC		
						CHECK	356096 TOTAL:	659.45
356097	04/28/2021	PRTD	4365 AUTOMATIC FUNDS TRAN	247452 120822	04/02/2021	04/25/21		1,056.88
			Invoice: 120822		FIN/STATEMENT PREP & MAIL			
				182.15 43411341 541100		FIN - WATER ADMIN PROF SERVICE		
				182.15 43421351 541100		FIN - SEWER ADMIN PROF SERVICE		
				346.29 91411891 542500		GG-WTR-FAC-POSTAGE		
				346.29 91421891 542500		GG-SWR-FAC-POSTAGE		
				247453 BAIN2103983	03/31/2021	04/25/21		103.00
			Invoice: BAIN2103983		FIN/PHONE & WEB PAY SVCS			
				51.50 43411341 541100		FIN - WATER ADMIN PROF SERVICE		
				51.50 43421351 541100		FIN - SEWER ADMIN PROF SERVICE		
						CHECK	356097 TOTAL:	1,159.88
356098	04/28/2021	PRTD	54 BAINBRIDGE RENTAL IN	247454 CON#72805	03/24/2021	04/25/21		233.18
			Invoice: CON#72805		PW/HEDGE TRIMMER			
				233.18 73011483 531100		O&M-GF-MECH SHOP-SUPPLIES		
						CHECK	356098 TOTAL:	233.18
356099	04/28/2021	PRTD	55 SOUND PUBLISHING, IN	247521 8020428-2557670	03/31/2021	04/25/21		250.00
			Invoice: 8020428-2557670		CC/ETHICS BOARD AD			
				250.00 11011113 544000		COUNCIL - LEGAL NOTICES		
				247522 8020428-2564916	03/31/2021	04/25/21		125.00
			Invoice: 8020428-2564916		CC/CITIZEN ADV GROUPS AD			
				125.00 11011113 544000		COUNCIL - LEGAL NOTICES		
				247590 8017047-2557558	02/28/2021	04/25/21		125.00
			Invoice: 8017047-2557558		PCD/KOURA BARN PUB METNG			
				125.00 63470586 544000		CUR-DEV-ZONING-ADV		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 8020428-2562238				247591	8020428-2562238	03/31/2021	04/25/21	125.00
				125.00	63470586 544000	PCD/WYATT MAD APT NOTICE CUR-DEV-ZONING-ADV		
						CHECK	356099 TOTAL:	625.00
356100	04/28/2021	PRTD	55 SOUND PUBLISHING, IN	247455	BIR922894	03/26/2021	04/25/21	49.20
				49.20	11011113 544000	CC/ORD 2021-13 COUNCIL - LEGAL NOTICES		
Invoice: BIR922894								
Invoice: BIR923372				247456	BIR923372	04/02/2021	04/25/21	76.80
				76.80	63470586 544000	PCD/PLN51717 SPR/CUPA CUR-DEV-ZONING-ADV		
Invoice: BIR923376				247457	BIR923376	04/02/2021	04/25/21	74.40
				74.40	63470586 544000	PCD/PLN51880A CUP/WFC CUR-DEV-ZONING-ADV		
Invoice: BIR921589				247535	BIR921589	03/12/2021	04/25/21	156.00
				156.00	72423434 64400000821	ENG/AD: SCADA UPGRADES SWR-SCADA UPGRADES-ADV		
						CHECK	356100 TOTAL:	356.40
356101	04/28/2021	PRTD	1 BAINBRIDGE HIGH SCHO	247592	2021	03/25/2021	04/25/21	40.00
				40.00	53011212 531100	POL/2021 YEARBOOK PD-C/E-PATROL SUPPLIES		
Invoice: 2021								
						CHECK	356101 TOTAL:	40.00
356102	04/28/2021	PRTD	2476 BISSC	247459	Q1-2021 HSF	04/12/2021	04/25/21	11,250.00
				11,250.00	31017690 54110000297	2021 COMMUNITY SERVICES CONTRA SEN CENTER-OPER SUPPORT		
Invoice: Q1-2021				247460	Q1-2021	04/07/2021	04/25/21	1,250.00
				1,250.00	31011732 54110000297	2020-21 CULTURAL FUNDING: SENI EX-GF-CULTURAL ARTS & SCIENCES		
						CHECK	356102 TOTAL:	12,500.00
356103	04/28/2021	PRTD	9626 STEPHANIE BOWER	247461	041221	04/12/2021	04/25/21	1,200.00
				1,200.00	72334562 64245001077	ENG/EAGLE HARBOR PH2 ILLUSTRATION C40-EAGLE HARBOR PH2-OUTREACH		
Invoice: 041221								
						CHECK	356103 TOTAL:	1,200.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356104	04/28/2021	PRTD	9685 BROWER, TOM	247676	93491	04/21/2021	04/25/21	151.13
	Invoice: 93491			151.13	411	122100	UB 12204 10281 GARIBALDI LOOP NE WATER ACCOUNTS RECEIVABLE	
							CHECK 356104 TOTAL:	151.13
356105	04/28/2021	PRTD	9685 BROWER, TOM	247677	93492	04/21/2021	04/25/21	24.44
	Invoice: 93492			24.44	411	122100	UB 12204 10281 GARIBALDI LOOP NE WATER ACCOUNTS RECEIVABLE	
							CHECK 356105 TOTAL:	24.44
356106	04/28/2021	PRTD	360 BUILDERS FIRSTSOURCE	247462	83130510	04/02/2021	04/25/21	20.03
	Invoice: 83130510			20.03	73011897	531100	PW/LUMBER O&M-C/E-PWY FAC-SUPPLIES	
	Invoice: 83151738			247593	83151738		04/06/2021 04/25/21 PW/CONCRETE MIX O&M-STREET-TRAF CONTROL-SUPPLY	15.24
	Invoice: 83188668			247594	83188668		04/13/2021 04/25/21 PW/CONCRETE MIX O&M-STREET-TRAF CONTROL-SUPPLY	60.95
	Invoice: 83197936			247595	83197936		04/14/2021 04/25/21 PW/SILT FENCE OFFICE SUPPLIES	41.41
				41.41	73111423	531100	CHECK 356106 TOTAL:	137.63
356107	04/28/2021	PRTD	1052 CANON FINANCIAL SERV	247596	26551846	04/11/2021	04/25/21	482.62
	Invoice: 26551846			241.31	61011581	531100	PCD,ENG/OCE PLOTTER COPIER LEASE PCD - C/E ADMIN SUPPLIES ENG - C/E ADMIN SUPPLIES	
				241.31	72011321	531100	CHECK 356107 TOTAL:	482.62
356108	04/28/2021	PRTD	8253 CHS NORTHWEST	247597	41908/H	04/05/2021	04/25/21	456.12
	Invoice: 41908/H			456.12	73411345	531100	PW/SALT BAG X49 OFFICE SUPPLIES	
	Invoice: 41987/H			247598	41987/H		04/14/2021 04/25/21 PW/SALT BAG X98 OFFICE SUPPLIES	912.24
				912.24	73411345	531100		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	356108	TOTAL:	1,368.36
356109	04/28/2021	PRTD	8491 ROSSMAN ENTERPRISE	247463 36052FC	02/01/2021		04/25/21	3.71
				3.71 41011141 549900	FIN CHARGE			
					FIN-C/E-MISC EXP			
				247464 1049933-0	04/12/2021		04/25/21	206.56
				206.56 21011125 531100	CRT/OFFICE SUPPLIES			
					COURT - SUPPLIES			
					CHECK	356109	TOTAL:	210.27
356110	04/28/2021	PRTD	103 CITY OF BAINBRIDGE I	247466 23000251	04/01/2021		04/25/21	87.09
				53.71 73421355 547500	PW/FEB 2021 WELL WATER			
				33.38 73431835 547500	O&M-SWR-CITY WATER/SEWER BILL			
					O&M-SSWM MAINT-CITY WTR/SWR			
					CHECK	356110	TOTAL:	87.09
356111	04/28/2021	PRTD	104 CITY OF BREMERTON	247473 BKAT000595	04/01/2021		04/25/21	2,932.24
				2,932.24 81011881 542420	IT/CITY MEETING BROADCASTING			
					IT-C/E-TELEVISTED COUNCIL MEET			
					CHECK	356111	TOTAL:	2,932.24
356112	04/28/2021	PRTD	518 CRIMINAL JUSTICE TRA	247483 201135049	03/31/2021		04/25/21	100.00
				100.00 53011212 443410	POL/COLLISION INST: NOEL			
					POLICE - C/E PATROL TRAINING			
					CHECK	356112	TOTAL:	100.00
356113	04/28/2021	PRTD	8435 COATES DESIGN INC	247523 124679	04/12/2021		04/25/21	8,144.00
				8,144.00 72311942 64110000724	DESIGN SERVICES-POLICE & COURT			
					PD/COURT BLDG-PROF SVCS/DESIGN			
					CHECK	356113	TOTAL:	8,144.00
356114	04/28/2021	PRTD	9683 COMPTON, AIMEE & SEA	247673 93488	04/21/2021		04/25/21	23.67
				23.67 411 122100	UB 11586 8631 POTLATCH AVENUE NE			
					WATER ACCOUNTS RECEIVABLE			
					CHECK	356114	TOTAL:	23.67

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356115	04/28/2021	PRTD	9114 CONSOLIDATED TECHNOL	247474	90812933	04/01/2021	04/25/21	3,000.00
	Invoice: 90812933			3,000.00	81011881	535100	IT/GIS AERIAL IMAGES IT - C/E COMPUTER SOFTWARE	
							CHECK 356115 TOTAL:	3,000.00
356116	04/28/2021	PRTD	9547 CONVERGINT TECHNOLOG	247475	W979371	10/14/2020	04/25/21	697.60
	Invoice: W979371			697.60	73011831	54110001081	RETEST NEW POLICE DEPARTMENT F FIRE SPRINK/ALARM TEST-NEW PD	
							CHECK 356116 TOTAL:	697.60
356117	04/28/2021	PRTD	9274 DOUGLAS CRIST	247476	4.2.21	04/02/2021	04/25/21	50.00
	Invoice: 4.2.21			50.00	31011572	541100	EX/WELCOMING SIGNS DESIGN EX-GF-OUTREACH-PROF SVCS	
							CHECK 356117 TOTAL:	50.00
356118	04/28/2021	PRTD	5132 CRYSTAL SPRINGS	247477	5228674 040721	04/07/2021	04/25/21	16.90
	Invoice: 5228674 040721			16.90	21011125	531100	CRT/WATER SUPPLIES & SVC COURT - SUPPLIES	
							CHECK 356118 TOTAL:	16.90
356119	04/28/2021	PRTD	6363 LN CURTIS & SONS	247478	INV477033	03/31/2021	04/25/21	299.02
	Invoice: INV477033			299.02	53011212	520000	POL/UNIFORMS: JB, CL POLICE - C/E PATROL BENEFITS	
	Invoice: INV477545			247479	INV477545	03/31/2021	04/25/21	109.47
				109.47	53011212	520000	POL/UNIFORMS: JB POLICE - C/E PATROL BENEFITS	
	Invoice: INV477570			247480	INV477570	03/31/2021	04/25/21	194.43
				194.43	51011211	520000	POL/UNIFORM: WEISS PD-C/E ADMIN-BENEFITS	
							CHECK 356119 TOTAL:	602.92
356120	04/28/2021	PRTD	5060 DARREL EMEL'S TREE S	247481	4309	03/26/2021	04/25/21	2,588.75
	Invoice: 4309			2,588.75	73111427	54810000354	PW/WOODLBANK ALDER REMOVAL TREE PRES & REMOVAL-ROADS	
							CHECK 356120 TOTAL:	2,588.75

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356121	04/28/2021	PRTD	4975 DAY WIRELESS SYSTEMS	247482	INV671843			
	Invoice: INV671843							
				1,570.69	53011212	541100		
							03/31/2021	04/25/21
							POL/RADAR RECALIBRATION X19	
							POLICE - C/E PATROL PROF SVCS	
							CHECK	356121 TOTAL:
								1,570.69
356122	04/28/2021	PRTD	7357 THE DOCTORS CLINIC	247651	OMF6 MAR21			
	Invoice: OMF6 MAR21							
				50.00	73637891	541100		
							04/15/2021	04/25/21
							PW/OCC HEALTH TESTING	
							PROFESSIONAL SERVICES	
							CHECK	356122 TOTAL:
								50.00
356123	04/28/2021	PRTD	8816 ECOANALYSTS, INC.	247599	2882			
	Invoice: 2882							
				6,450.00	73425358	54110000391		
							02/24/2021	04/25/21
							PW/Q1 TESTING SERVICES	
							LAB & TESTING SVCS-WWTP	
							CHECK	356123 TOTAL:
								6,450.00
356124	04/28/2021	PRTD	4503 ENVIRONMENTAL SYSTEM	247484	94017009			
	Invoice: 94017009							
				14,715.00	81011881	535100		
							04/01/2021	04/25/21
							IT/SOFTWARE ANNUAL MX	
							IT - C/E COMPUTER SOFTWARE	
							CHECK	356124 TOTAL:
								14,715.00
356125	04/28/2021	PRTD	9675 FEDRESULTS, INC.	247485	FRIN035315			
	Invoice: FRIN035315							
				869.82	81011881	535100		
							02/24/2021	04/25/21
							IT/TABLEAU SOFTWARE: CB	
							IT - C/E COMPUTER SOFTWARE	
							CHECK	356125 TOTAL:
								869.82
356126	04/28/2021	PRTD	1953 FERGUSON ENTERPRISES	247600	0973856			
	Invoice: 0973856							
				10,278.49	73411345	531100		
							04/05/2021	04/25/21
							PW/WATER MX SUPPLIES	
							OFFICE SUPPLIES	
				247601	0977422			
	Invoice: 0977422							
				1,066.24	73411345	531100		
							04/08/2021	04/25/21
							PW/PIPE	
							OFFICE SUPPLIES	
				247603	CM128669			
	Invoice: CM128669							
				-243.72	73411345	531100		
							04/14/2021	04/25/21
							PW/RETURN	
							OFFICE SUPPLIES	
							CHECK	356126 TOTAL:
								11,101.01

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356127	04/28/2021	PRTD	9681 GATEWAY FELLOWSHIP	247682	041021		04/25/21	1,502.00
	Invoice: 041021					POL/ENGET MEMORIAL 4-10-21		
				1,502.00	51011211	54110001162 ENGET FUNERAL-PROF SVCS		
						CHECK	356127 TOTAL:	1,502.00
356128	04/28/2021	PRTD	9686 GEE, BONNIE & JOHN	247678	93493		04/25/21	31.91
	Invoice: 93493					UB 12651 5758 WILD CHERRY LANE		
				31.91	411	122100 WATER ACCOUNTS RECEIVABLE		
						CHECK	356128 TOTAL:	31.91
356129	04/28/2021	PRTD	8374 HEARING ADVANTAGE, I	247486	8820		04/25/21	35.00
	Invoice: 8820					PW/OCC HEALTH TESTING		
				35.00	73637891	541100 PROFESSIONAL SERVICES		
						CHECK	356129 TOTAL:	35.00
356130	04/28/2021	PRTD	4850 HOME DEPOT CREDIT SE	247604	15392		04/25/21	47.83
	Invoice: 15392					PW/BATTERIES		
				47.83	73111264	531100 O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 973341			247605	973341		04/25/21	366.24
				366.24	73011897	531100 PW/RETAINING WALL		
						O&M-C/E-PWY FAC-SUPPLIES		
	Invoice: 1014213			247606	1014213		04/25/21	103.46
				103.46	73111264	531100 PW/STRAPS		
						O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 8344294			247607	8344294		04/25/21	55.30
				55.30	73411345	531100 PW/FOLDING TABLE		
						OFFICE SUPPLIES		
						CHECK	356130 TOTAL:	572.83
356131	04/28/2021	PRTD	9674 JOHN HUNT	247487	BLD24719 R-GAR		04/25/21	217.79
	Invoice: BLD24719 R-GAR					PARTIAL REFUND FOR CANCELLED PERMIT		
				217.79	47148	322110 PLAN'G REVIEW OF BLDG PERMITS		
						CHECK	356131 TOTAL:	217.79
356132	04/28/2021	PRTD	863 INTERSTATE BATTERIES	247488	22066202		04/25/21	142.74
	Invoice: 22066202					PW/BATTERY		
				142.74	73011151	531100 O&M-C/E-PD FLEET-SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 22066406				247608 22066406	04/01/2021		04/25/21	192.82
				142.74 53011212 531100	POL,PW/BATTERIES			
				25.04 73111427 531100	PD-C/E-PATROL SUPPLIES			
				25.04 73111423 531100	OFFICE SUPPLIES			
					OFFICE SUPPLIES			
					CHECK	356132	TOTAL:	335.56
356133	04/28/2021	PRTD	7184 ISLAND VOLUNTEER CAR	247524 1005	04/08/2021		04/25/21	6,250.00
	Invoice: 1005				2021 COMMUNITY SERVICES CONTRA			
				6,250.00 31017690 54110200297	ISLAND VOLUNTEER CAREGIVERS			
					CHECK	356133	TOTAL:	6,250.00
356134	04/28/2021	PRTD	2306 KITSAP COUNTY PROSEC	247489 APR21	04/07/2021		04/25/21	9,346.77
	Invoice: APR21				LEGAL/PROSEC SVCS APR21			
				9,346.77 32011521 541112	LGL-OUTSIDE PROSECUTOR			
					CHECK	356134	TOTAL:	9,346.77
356135	04/28/2021	PRTD	1496 KITSAP COUNTY SEWER	247536 KCSD7-COBI-2021-APR	04/01/2021		04/25/21	21,424.46
	Invoice: KCSD7-COBI-2021-APR				APRIL 2021 352.55 ERU			
				21,424.46 73426356 551000	SIS-SD#7 PROCESSING CHGS			
					CHECK	356135	TOTAL:	21,424.46
Invoice: KCSD7-COBI-2021-MAR				247537 KCSD7-COBI-2021-MAR	03/01/2021		04/25/21	21,424.46
					MARCH 2021 352.55 ERU			
				21,424.46 73426356 551000	SIS-SD#7 PROCESSING CHGS			
					CHECK	356135	TOTAL:	42,848.92
356136	04/28/2021	PRTD	1505 KITSAP COUNTY TREASU	247490 MAR21	03/31/2021		04/25/21	33.55
	Invoice: MAR21				KC OUT COURT REMIT MAR 2021			
				33.55 41612860 586000	CRIME VICTIMS-OUT			
					CHECK	356136	TOTAL:	33.55
356137	04/28/2021	PRTD	338 KITSAP COUNTY SHERIF	247609 20210017	04/16/2021		04/25/21	863.78
	Invoice: 20210017				POL/PRISONER BOARD: MAR			
				863.78 51011236 551000	POLICE - C/E PRISONER DETENT'N			
					CHECK	356137	TOTAL:	863.78
356138	04/28/2021	PRTD	1010 KING'S MOBILE LOCK,	247610 55562	03/25/2021		04/25/21	239.80
	Invoice: 55562				PW/COMMONS LOCK SVCS			
				239.80 73011755 541100	O&M-COMMONS PROF SVCS			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK		356138 TOTAL:	239.80
356139	04/28/2021	PRTD	6531 SURE SERVICES, INC.	247491 8344	03/01/2021		04/25/21	240.00
	Invoice: 8344			240.00 73425358 541100	PW/COURIER SVCS			
					O&M-WWTP-PROF SVCS			
					CHECK		356139 TOTAL:	240.00
356140	04/28/2021	PRTD	315 KITSAP HUMANE SOCIET	247525 2005	04/01/2021		04/25/21	6,233.33
	Invoice: 2005			6,233.33 91011393 541100	ANIMAL CONTROL (2021-2023)			
					FIN - C/E ANIMAL CONTROL FEES			
					CHECK		356140 TOTAL:	6,233.33
356141	04/28/2021	PRTD	8398 KITSAP COMMUNITY RES	247527 Q1-2021	04/05/2021		04/25/21	918.74
	Invoice: Q1-2021			918.74 31017654 54110000297	2021 COMMUNITY SERVICES CONTRA			
					KITSAP COMM RESOURCES-HOMELESS			
					CHECK		356141 TOTAL:	918.74
356142	04/28/2021	PRTD	579 KITSAP SUN	247497 0003752765	03/31/2021		04/25/21	526.05
	Invoice: 0003752765			526.05 33011161 544000	HR/ADS: SEASONAL MAINT			
					HR-C/E-ADVERTISING			
					CHECK		356142 TOTAL:	526.05
356143	04/28/2021	PRTD	309 KITSAP TIRE CENTER I	247494 C000021	03/29/2021		04/25/21	-203.46
	Invoice: C000021			-203.46 73011581 531100	PW/RETURN			
				247495 INV052486	O&M-C/E-PCD VEH WORK-SUPPLIES			
	Invoice: INV052486			406.92 73011581 531100				406.92
				247528 INV052485	PW/VEH#83 TIRES			
	Invoice: INV052485			203.46 73011581 531100	O&M-C/E-PCD VEH WORK-SUPPLIES			203.46
				247529 INV052487	PW/VEH 83 2 TIRES			
	Invoice: INV052487			8.72 53011212 531100	O&M-C/E-PCD VEH WORK-SUPPLIES			8.72
				247611 INV052512	POL/DISP FEE			
	Invoice: INV052512			136.25 73011581 531100	PD-C/E-PATROL SUPPLIES			136.25
				247612 INV052525	PW/ALIGNMENT VEH 83			
					O&M-C/E-PCD VEH WORK-SUPPLIES			
								640.96

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
				INVOICE DTL DESC				
Invoice: INV052525				640.96	53011212	531100	POL/TIRES VEH 201 PD-C/E-PATROL SUPPLIES	
							CHECK 356143 TOTAL:	1,192.85
356144	04/28/2021	PRTD	9676 KOTZ, DAVID	247467	93284		04/15/2021 04/25/21	10.00
Invoice: 93284				10.00	411	122100	UB 10632 750 MADISON AVENUE N WATER ACCOUNTS RECEIVABLE	
							CHECK 356144 TOTAL:	10.00
356145	04/28/2021	PRTD	6577 LAKESIDE INDUSTRIES	247621	155339		03/31/2021 04/25/21	1,462.34
Invoice: 155339				1,462.34	73111423	531100	PW/17.2T HMA COMMERCIAL OFFICE SUPPLIES	
Invoice: 155790				247622	155790		04/03/2021 04/25/21	270.61
				270.61	73111423	531100	PW/3.18T HMA COMMERCIAL OFFICE SUPPLIES	
							CHECK 356145 TOTAL:	1,732.95
356146	04/28/2021	PRTD	7849 LAW OFFICE OF THOMAS	247498	APR21		04/09/2021 04/25/21	4,484.38
Invoice: APR21				4,484.38	32011281	541113	LEGAL/PUB DEF SVCS APR 2021 LGL-PUBLIC DEFENDER	
							CHECK 356146 TOTAL:	4,484.38
356147	04/28/2021	PRTD	5011 LEXISNEXIS RISK SOLU	247499	1272084-20210331		03/31/2021 04/25/21	163.50
Invoice: 1272084-20210331				163.50	52011212	549100	POL/MONTHLY SUBX PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
							CHECK 356147 TOTAL:	163.50
356148	04/28/2021	PRTD	9688 JOLIN LOWRY	247683	REIMB041021		04/10/2021 04/25/21	288.85
Invoice: REIMB041021				288.85	51011211	53110001162	POL/ENGET MEM. REIMB ENGET FUNERAL-SUPPLIES	
							CHECK 356148 TOTAL:	288.85
356149	04/28/2021	PRTD	9678 MARTIN, CHARLES & SU	247470	93287		04/15/2021 04/25/21	137.91
Invoice: 93287				137.91	411	122100	UB 11891 360 WYATT WAY NE WATER ACCOUNTS RECEIVABLE	
							CHECK 356149 TOTAL:	137.91

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CASH ACCOUNT: 635		111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL	DESC		
356150	04/28/2021	PRTD	9684 MARZAH, DAVID	247675	93490	04/21/2021		04/25/21	215.62
Invoice: 93490					215.62	411	122100	UB 12878 175 WOOD AVENUE SW	
								WATER ACCOUNTS RECEIVABLE	
								CHECK 356150 TOTAL:	215.62
356151	04/28/2021	PRTD	9397 MILLENNIAL BUILDERS	247674	93489	04/21/2021		04/25/21	134.08
Invoice: 93489					134.08	411	122100	UB 13242 140 DUANE LANE NW	
								WATER ACCOUNTS RECEIVABLE	
								CHECK 356151 TOTAL:	134.08
356152	04/28/2021	PRTD	493 MODERN COLLISION REB	247500	38334	03/29/2021		04/25/21	425.10
Invoice: 38334					425.10	73011581	548100	PW/VEH 83 DETAIL	
								O&M-C/E-PCD VEH WORK-REPAIRS	
								CHECK 356152 TOTAL:	425.10
356153	04/28/2021	PRTD	9110 MUFFOLETTO, FILIPE &	247469	93286	04/15/2021		04/25/21	90.07
Invoice: 93286					90.07	411	122100	UB 12307 1870 SAKAI VILLAGE LOOP	
								WATER ACCOUNTS RECEIVABLE	
								CHECK 356153 TOTAL:	90.07
356154	04/28/2021	PRTD	8642 MULTICARE CENTERS OF	247623	145736	04/01/2021		04/25/21	110.00
Invoice: 145736					110.00	73411345	541100	PW/OCC HEALTH TESTING	
								PROFESSIONAL SERVICES	
								CHECK 356154 TOTAL:	110.00
356155	04/28/2021	PRTD	9323 MURRAYSMITH, INC.	247501	19-2682.00-18	04/09/2021		04/25/21	10,377.00
Invoice: 19-2682.00-18					10,377.00	72425352	54110001009	WWTP UPGRADES STUDY	
								WWTP TERTIARY STUDY-PROF SVCS	
								CHECK 356155 TOTAL:	10,377.00
356156	04/28/2021	PRTD	8545 MUTT MITT	247624	401791	04/05/2021		04/25/21	1,739.79
Invoice: 401791					347.96	73011189	531100	PW/DOG WASTE BAGS	
						1,391.83	73011768	531100	
								O&M - C/E FACIL OFC SUPPLIES	
								O&M-C/E-PARKS-SUPPLIES	
								CHECK 356156 TOTAL:	1,739.79

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356157	04/28/2021	PRTD	2574 NATIONAL BARRICADE C	247625 290713	03/28/2021		04/25/21	3,088.14
	Invoice: 290713			3,088.14 990 141100	PW/POSTS, ANCHORS	MERCHANDISE		
					CHECK	356157	TOTAL:	3,088.14
356158	04/28/2021	PRTD	8433 NEXTREQUEST CO.	247502 1725	03/30/2021		04/25/21	16,989.50
	Invoice: 1725			16,989.50 81011881 535100	IT/PUB REC REQ SOFTWARE	IT - C/E COMPUTER SOFTWARE		
					CHECK	356158	TOTAL:	16,989.50
356159	04/28/2021	PRTD	2013 NORTHSTAR CHEMICAL,	247626 190250	03/16/2021		04/25/21	2,914.88
	Invoice: 190250			2,914.88 73425358 531100	PW/SODIUM HYDROXIDE	O&M-WWTP-SUPPLIES		
					CHECK	356159	TOTAL:	2,914.88
356160	04/28/2021	PRTD	4111 OLYMPIC SPRINGS INC	247503 337527	03/31/2021		04/25/21	34.66
	Invoice: 337527			34.66 73425358 531100	PW/PURIFIED WATER	O&M-WWTP-SUPPLIES		
	Invoice: 338038			247504 338038	03/31/2021		04/25/21	26.00
				26.00 73425358 531100	PW/PURIFIED WATER	O&M-WWTP-SUPPLIES		
					CHECK	356160	TOTAL:	60.66
356161	04/28/2021	PRTD	8286 SUPERINTENDENT OF P	247505 16520	04/01/2021		04/25/21	181.00
	Invoice: 16520			181.00 65438 386110	POL/FINGERPRINTING	AGENCY-FINGERPRINT REV TO SPI		
	Invoice: 16547			247627 16547	08/19/2020		04/25/21	362.00
				362.00 65438 386110	POL/FINGERPRINTING	AGENCY-FINGERPRINT REV TO SPI		
					CHECK	356161	TOTAL:	543.00
356162	04/28/2021	PRTD	1754 OTIS ELEVATOR COMPAN	247628 100400316224	03/10/2021		04/25/21	2,452.07
	Invoice: 100400316224			2,452.07 73011183 54810000888	PW/ELEVATOR MX Q2	CH ELEVATOR MAINT-REPAIRS		
					CHECK	356162	TOTAL:	2,452.07

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
356163	04/28/2021	PRTD	9267 PAYGOV	247684	689	04/15/2021	04/25/21	6,048.86	
	Invoice: 689			6,048.86	91011423	54110001069	FIN/MAR 2021 FEES COVID19-CREDIT CARD PROC FEES		
							CHECK 356163 TOTAL:	6,048.86	
356164	04/28/2021	PRTD	9672 PEACEFUL SPRING DESI	247506	602174288	04/07/2021	04/25/21	65.00	
	Invoice: 602174288			65.00	01132	321900	BUS LIC FEE REFUND C/E BL INITIAL & RENEWAL		
							CHECK 356164 TOTAL:	65.00	
356165	04/28/2021	PRTD	8655 PENINSULA TREE SERVI	247507	2261	03/25/2021	04/25/21	1,635.00	
	Invoice: 2261			1,635.00	73111427	54810000354	PW/FOSTER RD TREE REMOVAL TREE PRES & REMOVAL-ROADS		
							CHECK 356165 TOTAL:	1,635.00	
356166	04/28/2021	PRTD	8922 REXEL USA INC.	247508	1G74318	03/09/2021	04/25/21	497.24	
	Invoice: 1G74318			497.24	73011183	531100	PW/8'T8 HO LED O&M-C/E-CH FAC-SUPPLIES		
							CHECK 356166 TOTAL:	497.24	
356167	04/28/2021	VOID	7153 PORT MADISON ENTERPR					.00	
	Invoice: VOID		invoice approved for \$120.00 instead of \$100.00 - update and reprint.						
							CHECK 356167 TOTAL:	.00	
356168	04/28/2021	PRTD	9349 PROPANE NORTHWEST	247633	1503819731	04/13/2021	04/25/21	375.30	
	Invoice: 1503819731			375.30	91011897	547200	PW/252.9 GAL PROPANE GG-C/E-O&M YARD FAC-PROPANE		
				247634	1503840312	04/07/2021	04/25/21	873.88	
	Invoice: 1503840312			873.88	91011897	547200	PW/582.3 GAL PROPANE GG-C/E-O&M YARD FAC-PROPANE		
							CHECK 356168 TOTAL:	1,249.18	
356169	04/28/2021	PRTD	2203 PUBLIC SAFETY TESTIN	247635	2021-51	04/12/2021	04/25/21	279.00	
	Invoice: 2021-51			279.00	91011211	541100	CS/POL OFFICER TESTING GG-C/E-CIVIL SVC-PROF SVCS		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	356169 TOTAL:	279.00
356170	04/28/2021	PRTD	7435 RANDY KAN PORTABLE R	247636 1924447	03/25/2021		04/25/21	180.00
				180.00 73011768 545000	PW/EAGLE HARBOR CANS			
					O&M-C/E-PARKS-OP LEASES			
				247637 1924467	03/25/2021		04/25/21	130.00
				130.00 73011768 545000	PW/CREOSOTE CANS			
					O&M-C/E-PARKS-OP LEASES			
				247638 1924468	03/25/2021		04/25/21	90.00
				90.00 73435838 545000	PW/VINCENT RD CANS			
					O&M-DECANT-RENTS			
				247639 1924469	03/25/2021		04/25/21	90.00
				90.00 73011897 545000	PW/HIDDEN COVE CAN			
					O&M-C/E-PWYD FAC-RENTS			
						CHECK	356170 TOTAL:	490.00
356171	04/28/2021	PRTD	9680 TIMOTHY & CAROLYNN R	247510 BLD25268 R-PLM	04/15/2021		04/25/21	97.29
				97.29 47148 322100	PARCEL ERROR FEE REFUND			
					BUILDINGS, STRUCT. & EQ			
						CHECK	356171 TOTAL:	97.29
356172	04/28/2021	PRTD	2035 SIX ROBBLEES INC	247511 2-749179	03/29/2021		04/25/21	385.29
				385.29 990 141100	LED BEACON PULSE X2			
					MERCHANDISE			
						CHECK	356172 TOTAL:	385.29
356173	04/28/2021	PRTD	8855 SOUND LAW CENTER	247512 2560	04/06/2021		04/25/21	3,972.50
				1,820.00 34470586 54111001158	LEGAL/PROF SVCS MAR 2021			
				2,152.50 32011545 54111001072	HEX-HUGUET/KROMAN RUEX (SLC)			
					PELTIER ETHICS COMPLAINT (SLC)			
						CHECK	356173 TOTAL:	3,972.50
356174	04/28/2021	PRTD	601 SOUND REPROGRAPHICS	247513 83411	04/06/2021		04/25/21	24.93
				24.93 11011116 531100	CC/RETF PRINTOUTS			
					COUNCIL - SUPPLIES			
				247514 83414	04/06/2021		04/25/21	24.93
				24.93 11011116 531100	CC/RETF PRINTOUTS			
					COUNCIL - SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
							CHECK	356174 TOTAL:	49.86
356175	04/28/2021	PRTD	8132 SPECTRA LABORATORIES	247516	21-02277	03/31/2021	04/25/21	114.00	
	Invoice: 21-02277					PW/BOD TESTING			
				114.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				247640	21-02353	04/06/2021	04/25/21	114.00	
	Invoice: 21-02353					PW/BOD TESTING			
				114.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				247641	21-02448	04/07/2021	04/25/21	114.00	
	Invoice: 21-02448					PW/BOD TESTING			
				114.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				247642	21-02477	04/08/2021	04/25/21	114.00	
	Invoice: 21-02477					PW/BOD TESTING			
				114.00	73425358	541100	O&M-WWTP-PROF SVCS		
				247643	21-02577	04/15/2021	04/25/21	114.00	
	Invoice: 21-02577					PW/BOD TESTING			
				114.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
							CHECK	356175 TOTAL:	570.00
356176	04/28/2021	PRTD	2467 STAPLES	247517	8061826355	04/03/2021	04/25/21	175.81	
	Invoice: 8061826355					EX,LEGAL/OFFICE SUPPLIES			
				38.52	31011131	531100	EX-GF-SUPPLIES		
				21.45	31011131	531100	EX-GF-SUPPLIES		
				17.65	32011152	531100	LGL-GF-SUPPLIES		
				62.00	32011152	531100	LGL-GF-SUPPLIES		
				36.19	31011131	531100	EX-GF-SUPPLIES		
				247539	8061826371	04/03/2021	04/25/21	116.03	
	Invoice: 8061826371					ENG/OFFICE SUPPLIES			
				116.03	72011321	531100	ENG - C/E ADMIN SUPPLIES		
				247644	8061826386	04/03/2021	04/25/21	329.30	
	Invoice: 8061826386					PW/OFFICE SUPPLIES			
				329.30	73637891	531100	OFFICE SUPPLIES		
							CHECK	356176 TOTAL:	621.14
356177	04/28/2021	PRTD	9689 MAAREN STROBLE	247685	REIMB041021	04/10/2021	04/25/21	202.54	
	Invoice: REIMB041021					POL/ENGET MEMORIAL REIMB			
				202.54	51011211	53110001162	ENGET FUNERAL-SUPPLIES		
							CHECK	356177 TOTAL:	202.54

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356178	04/28/2021	PRTD	8244 THE HOME DEPOT PRO	247530	604657437			
						03/09/2021	04/25/21	918.14
						PW/LINER, FLOOR MATS		
						O&M ALLOC-CITY WIDE SUPPLIES		
				918.14	73637948	531100		
				247531	606533446			
						03/18/2021	04/25/21	298.03
						PW/URINE FLOOR MAT		
						O&M ALLOC-CITY WIDE SUPPLIES		
				298.03	73637948	531100		
						CHECK	356178 TOTAL:	1,216.17
356179	04/28/2021	PRTD	6301 SWIFT PLUMBING & HEA	247686	PAYREQ1-1069			
						04/06/2021	20200037	04/25/21
						COVID TOUCHLESS FAUCETS		42,175.09
						COVID19-PROF SVCS		
						COVID19-PARKS-PROF SVCS		
						COVID19-SWR-PROF SVCS		
				34,419.51	73011252	54110001069		
				5,879.11	73011768	54110001069		
				1,876.47	73425358	54110001069		
				247687	PAYREQFINAL-1069			
						04/06/2021	20200038	04/25/21
						COVID FAUCETS		2,219.74
						COVID19-PROF SVCS		
						COVID19-PARKS-PROF SVCS		
						COVID19-SWR-PROF SVCS		
				1,811.56	73011252	54110001069		
				309.47	73011768	54110001069		
				98.71	73425358	54110001069		
						CHECK	356179 TOTAL:	44,394.83
356180	04/28/2021	PRTD	565 TACOMA SCREW PRODUCT	247532	14403590			
						03/24/2021	04/25/21	69.66
						PW/CITRUS CLEAN		
						O&M-STD ALLOCATION-SUPPLIES		
				69.66	73638935	531100		
						CHECK	356180 TOTAL:	69.66
356181	04/28/2021	PRTD	9677 TANDY, JULIA	247468	93285			
						04/15/2021	04/25/21	67.82
						UB 11380 8480 HANSEN ROAD NE		
						WATER ACCOUNTS RECEIVABLE		
				67.82	411	122100		
						CHECK	356181 TOTAL:	67.82
356182	04/28/2021	PRTD	6714 TOSHIBA FINANCIAL SE	247533	29108127			
						04/08/2021	04/25/21	239.26
						PCD/COPIER LEASE		
						PCDADM-DEV-COPIES/PRINTING		
				239.26	61470581	549500		
				247534	29133748			
						04/13/2021	04/25/21	234.42
						POL/COPIER LEASE		
						PD-C/E-ADMIN RENTS/LEASE		
				234.42	51011211	545000		
				247645	29133747			
						04/13/2021	04/25/21	224.23
						PW/COPIER LEASE		
						RENTS & LEASES - OPERATING		
				224.23	73637891	545000		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	356182	TOTAL:	697.91
356183	04/28/2021	PRTD	9687 TURNBULL, ALLEN	247679 93494	04/21/2021	04/25/21		247.78
	Invoice: 93494			247.78 411 122100	UB 12979 339 ASHBURY COURT NW			
					WATER ACCOUNTS RECEIVABLE			
					CHECK	356183	TOTAL:	247.78
356184	04/28/2021	PRTD	2425 THE UPS STORE #1265	247540 87	02/18/2021	04/25/21		20.00
	Invoice: 87			20.00 72011321 531100	ENG/NOTARY SVCS X2			
					ENG - C/E ADMIN SUPPLIES			
	Invoice: 80			247646 80	03/15/2021	04/25/21		107.04
				107.04 91411891 542500	PW/WATER SHIPPING SAMPLES			
					GG-WTR-FAC-POSTAGE			
					CHECK	356184	TOTAL:	127.04
356185	04/28/2021	PRTD	1152 USA BLUE BOOK	247647 519681	03/03/2021	04/25/21		434.95
	Invoice: 519681			434.95 73421355 531100	PW/ECONOMY CHAIR			
					WIN COLL-SUPPLIES			
	Invoice: 533664			247648 533664	03/16/2021	04/25/21		815.78
				815.78 73425358 531100	PW/WWTP SUPPLIES			
					O&M-WWTP-SUPPLIES			
	Invoice: 555232			247649 555232	03/26/2021	04/25/21		276.46
				276.46 73425358 531100	PW/WWTP SUPPLIES			
					O&M-WWTP-SUPPLIES			
	Invoice: 555834			247650 555834	03/29/2021	04/25/21		2,219.68
				2,219.68 73421355 531100	PW/GLOVES			
					WIN COLL-SUPPLIES			
					CHECK	356185	TOTAL:	3,746.87
356186	04/28/2021	PRTD	553 UTILITIES UNDERGROUN	247652 1030118	03/31/2021	04/25/21		201.24
	Invoice: 1030118			201.24 73637893 54110000393	PW/EXCAVATION NOTICES MAR21			
					O&M ALLOC-LOCATING SVCS			
					CHECK	356186	TOTAL:	201.24
356187	04/28/2021	PRTD	1162 WASHINGTON AUDIOLOGY	247541 58455	01/31/2021	04/25/21		60.00
	Invoice: 58455			60.00 53011212 541100	POL/HEARING TESTS			
					POLICE - C/E PATROL PROF SVCS			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	356187	TOTAL:	60.00
356188	04/28/2021	PRTD	1162 WASHINGTON AUDIOLOGY	247542 58456	01/31/2021		04/25/21	60.00
			Invoice: 58456	60.00 73637891 541100	PW/HEARING TESTS			
					PROFESSIONAL SERVICES			
					CHECK	356188	TOTAL:	60.00
356189	04/28/2021	PRTD	167 WA ST DEPT OF ECOLOG	247543 02-2021	02/28/2021		04/25/21	350.00
			Invoice: 02-2021	350.00 41609860 586000	WR1A15-KITSAP FEB 2021			
					HIRST DECISION-DISB TO ST DOE			
					CHECK	356189	TOTAL:	350.00
356190	04/28/2021	VOID	123 WA ST DEPT OF LICENS					.00
			Invoice: VOID: incorrect remittance address. Correct and reprint.					
					CHECK	356190	TOTAL:	.00
356191	04/28/2021	PRTD	4104 WA ST FERRIES	247547 RK366485	03/31/2021		04/25/21	140.25
			Invoice: RK366485	140.25 53011212 543100	MAR21 WAVE2GO FERRY CHARGES			
					PATROL-TRAVEL/MEALS/LODGING			
					CHECK	356191	TOTAL:	140.25
356192	04/28/2021	PRTD	2251 WA ST TREASURER	247545 MAR21 SBCC	03/31/2021		04/25/21	362.00
			Invoice: MAR21 SBCC	362.00 41652860 586000	OUT COURT REMIT MAR 2021 - SBCC			
					SBCC BLDG.-OUT			
				247546 MAR21	03/31/2021		04/25/21	2,366.75
			Invoice: MAR21	894.62 41611860 586000	OUT COURT REMIT MAR 2021			
				498.13 41610860 586000	PSEA 60% OUT			
				38.37 41619860 586000	PSEA 30% OUT			
				69.73 41616860 586000	PSEA 3 - STATE DISB OUT			
				25.99 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				319.51 41614860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				.12 41615860 586000	JUDICIAL INFO SYST.-OUT			
				.69 41615860 586000	BREATH TEST-CUSTODIAL			
				34.73 41618860 586000	BREATH TEST-CUSTODIAL			
				132.71 41618860 586000	TRAUMA CARE-OUT			
				27.82 41618860 586000	TRAUMA CARE-OUT			
				158.22 41618860 586000	TRAUMA CARE-OUT			
				166.11 41615860 586961	TRAUMA CARE-OUT			
					STATE CRIME LAB			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
					CHECK	356192	TOTAL:	2,728.75	
356193	04/28/2021	PRTD	4513 WM CORPORATE SERVICE	247654	0038251-1048-3	03/01/2021	04/25/21	3,505.12	
			Invoice: 0038251-1048-3			PW/SOLID WASTE DISPOSAL			
				3,505.12	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL		
			Invoice: 0038373-1048-5			04/01/2021	04/25/21	4,902.25	
				247655	0038373-1048-5				
				4,902.25	73425358	54790100551	PW/SOLID WASTE DISP BIOSOLIDS WASTE DISPOSAL		
						CHECK	356193	TOTAL:	8,407.37
356194	04/28/2021	PRTD	1210 WATER PURVEYORS ASSO	247656	WP2002-2021	04/05/2021	04/25/21	200.00	
			Invoice: WP2002-2021			PW/ANNUAL DUES: 2021			
				200.00	73411345	549100	DUES/SUBSCRIPTIONS		
						CHECK	356194	TOTAL:	200.00
356195	04/28/2021	PRTD	8355 WEST COAST CODE CONS	247549	2020-BIX-DEC	01/08/2021	04/25/21	6,995.62	
			Invoice: 2020-BIX-DEC			TEMPORARY THIRD PARTY BUILDING			
				6,995.62	62471585	541100	BLDG PERMITS & PLAN REVIEWS		
			Invoice: 2021-BIX-FEB			03/10/2021	04/25/21	270.00	
				247550	2021-BIX-FEB				
				270.00	62471585	541100	TEMPORARY THIRD PARTY BUILDING BLDG PERMITS & PLAN REVIEWS		
			Invoice: 2021-BIX-MAR			04/09/2021	04/25/21	8,949.34	
				247551	2021-BIX-MAR				
				8,949.34	62471585	541100	TEMPORARY THIRD PARTY BUILDING BLDG PERMITS & PLAN REVIEWS		
						CHECK	356195	TOTAL:	16,214.96
356196	04/28/2021	PRTD	499 WESTBAY AUTO PARTS I	247552	616964	03/18/2021	04/25/21	849.29	
			Invoice: 616964			PW/PADS, CALIPERS, HUB BEARINGS			
				849.29	73011189	531100	O&M - C/E FACIL OFC SUPPLIES		
			Invoice: 616983			03/18/2021	04/25/21	271.85	
				247553	616983				
				271.85	73011189	531100	PW/BRAKE ROTORS O&M - C/E FACIL OFC SUPPLIES		
			Invoice: 617010			03/18/2021	04/25/21	56.55	
				247554	617010				
				56.55	73011483	531100	PW/BATTERY O&M-GF-MECH SHOP-SUPPLIES		
			Invoice: 617367			03/19/2021	04/25/21	87.44	
				247555	617367				
				87.44	990	141100	PW/BLUE DEF 2.5GAL MERCHANDISE		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 618090				247556 618090	03/23/2021		04/25/21	462.66
				462.66 73421355 531100	PW/BRAKE PADS, ROTORS, SHOES WIN COLL-SUPPLIES			
Invoice: 618393				247557 618393	03/24/2021		04/25/21	11.10
				11.10 990 141100	AIR FILTER MERCHANDISE			
Invoice: 618421				247558 618421	03/24/2021		04/25/21	-143.83
				-143.83 73011189 531100	PW/CORE DEPOSITS O&M - C/E FACIL OFC SUPPLIES			
Invoice: 618487				247559 618487	03/24/2021		04/25/21	47.44
				47.44 73421355 531100	PW/WIPER MOTOR PULSE BOARD WIN COLL-SUPPLIES			
Invoice: 618533				247560 618533	03/24/2021		04/25/21	75.07
				75.07 990 141100	PW/SWIVELS MERCHANDISE			
Invoice: 618867				247561 618867	03/25/2021		04/25/21	17.35
				17.35 990 141100	PW/SPARK PLUGS MERCHANDISE			
Invoice: 618894				247562 618894	03/25/2021		04/25/21	5.47
				5.47 73011483 531100	PW/FUEL PRIMER O&M-GF-MECH SHOP-SUPPLIES			
Invoice: 618990				247563 618990	03/26/2021		04/25/21	73.25
				73.25 73638935 531100	PW/12QTS OIL O&M-STD ALLOCATION-SUPPLIES			
Invoice: 619067				247564 619067	03/26/2021		04/25/21	-104.01
				-104.01 73421355 531100	PW/CORE DEPOSITS WIN COLL-SUPPLIES			
Invoice: 620593				247565 620593	04/01/2021		04/25/21	13.83
				13.83 990 141100	PW/OIL, AIR FILTERS MERCHANDISE			
Invoice: 619920				247657 619920	03/30/2021		04/25/21	310.38
				310.38 73011581 531100	PW/OUTTER TIE ROD END O&M-C/E-PCD VEH WORK-SUPPLIES			
Invoice: 620908				247658 620908	04/02/2021		04/25/21	20.49
				20.49 73431835 531100	PW/ELECT CONNECTOR OFFICE SUPPLIES			
Invoice: 621911				247659 621911	04/06/2021		04/25/21	22.56
				22.56 73431835 531100	PW/BLISTER PACK CAPSULES OFFICE SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 622016				247660 622016	04/06/2021		04/25/21	10.38
				10.38 990 141100	PW/OIL FILTERS	MERCHANDISE		
Invoice: 622152				247661 622152	04/07/2021		04/25/21	13.59
				13.59 53011212 531100	PW/AIR FILTER VEH 224	PD-C/E-PATROL SUPPLIES		
Invoice: 622160				247662 622160	04/07/2021		04/25/21	54.39
				54.39 73638935 531100	PW/GREASE CART	O&M-STD ALLOCATION-SUPPLIES		
Invoice: 622473				247663 622473	04/08/2021		04/25/21	13.33
				13.33 990 141100	PW/OIL FILTER	MERCHANDISE		
Invoice: 622580				247664 622580	04/08/2021		04/25/21	34.73
				17.37 73111423 531100	PW/TEMP SENSOR	OFFICE SUPPLIES		
				17.36 73111427 531100	OFFICE SUPPLIES			
Invoice: 622638				247665 622638	04/08/2021		04/25/21	12.00
				12.00 73638935 531100	PW/RECHARGER KIT AEROSOL	O&M-STD ALLOCATION-SUPPLIES		
Invoice: 622780				247666 622780	04/09/2021		04/25/21	8.25
				8.25 73638935 531100	PW/CHIPPING HAMMER	O&M-STD ALLOCATION-SUPPLIES		
Invoice: 622786				247667 622786	04/09/2021		04/25/21	19.95
				19.95 990 141100	PW/AIR FILTER	MERCHANDISE		
Invoice: 624082				247668 624082	04/14/2021		04/25/21	5.45
				5.45 73638935 531100	PW/SPARK PLUGS	O&M-STD ALLOCATION-SUPPLIES		
							CHECK 356196 TOTAL:	2,248.96
356197	04/28/2021	PRTD	5321 CHRISTOPHER WHITED	247566	PW21 0011		04/25/21	6,084.00
				50.00 41141 343200	PW21 0011 PERMIT FEE REFUND			
				325.00 41141 343420	ENG FEES-WATER AVAIL ADMIN FEE			
				5,709.00 41437 379000	WATER CONNECTION/INSPECT FEE			
					WTR PART FEES & CONTR CAP			
							CHECK 356197 TOTAL:	6,084.00
356198	04/28/2021	PRTD	8115 XYLEM DEWATERING SOL	247669	3556B62742		04/25/21	1,379.68
				1,379.68 73425358 531100	PW/CAPS, BRUSES, SENSOR SWITCH, LAMP	O&M-WWTP-SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	356198 TOTAL:	1,379.68
356199	04/28/2021	PRTD	8115 XYLEM DEWATERING SOL	247670	3556B66526	03/31/2021	04/25/21	84.30
		Invoice: 3556B66526		84.30	73425358	531100	PW/CAPS, BRUSHES O&M-WWTP-SUPPLIES	
						CHECK	356199 TOTAL:	84.30
356200	04/28/2021	PRTD	2607 ZEE MEDICAL SERVICE	247671	68414093	04/13/2021	04/25/21	85.45
		Invoice: 68414093		85.45	73637891	531100	PW/SS FIRST AID RESTOCK OFFICE SUPPLIES	
		Invoice: 68414094		247672	68414094		04/13/2021	207.03
				207.03	73637891	531100	PW/WWTP FIRST AID RESTOCK OFFICE SUPPLIES	
						CHECK	356200 TOTAL:	292.48
356201	04/28/2021	PRTD	4710 ASSOCIATED PETROLEU	247449	314293C-CM	03/23/2021	04/25/21	-283.33
		Invoice: 314293C-CM		-283.33	73638893	532000	PW/QTY ERROR ADJ CREDIT O&M-FUEL USE-ALLOCATION	
		Invoice: 314293R-DM		247450	314293R-DM		03/23/2021	827.75
				827.75	73638893	532000	PW/240 & 60 GAL, DIESEL, BIO O&M-FUEL USE-ALLOCATION	
		Invoice: 0316699-IN		247579	0316699-IN		03/30/2021	407.56
				407.56	73638893	532000	PW/130 GAL DIESEL O&M-FUEL USE-ALLOCATION	
		Invoice: 0316700-IN		247580	0316700-IN		03/30/2021	1,244.45
				1,244.45	73638932	532000	PW/458 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
		Invoice: 0317513-IN		247581	0317513-IN		04/01/2021	190.41
				190.41	73638893	532000	PW/44.2 GAL DIESEL O&M-FUEL USE-ALLOCATION	
		Invoice: 0317515-IN		247582	0317515-IN		04/01/2021	678.38
				678.38	73638932	532000	PW/250 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
		Invoice: 0319440-IN		247583	0319440-IN		04/06/2021	956.34
				956.34	73638932	532000	PW/354 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
		Invoice: 0319441-IN		247584	0319441-IN		04/06/2021	203.95
							PW/50 GAL DIESEL	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
				203.95	73638893	532000	O&M-FUEL USE-ALLOCATION		
Invoice: 0321666-IN				247585	0321666-IN		04/12/2021	04/25/21	167.76
				167.76	73638893	532000	PW/35 GAL DIESEL O&M-FUEL USE-ALLOCATION		
Invoice: 0321667-IN				247586	0321667-IN		04/12/2021	04/25/21	704.87
				704.87	73638932	532000	PW/257 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
							CHECK 356201 TOTAL:	5,098.14	
356202	04/28/2021	PRTD	7153 PORT MADISON ENTERPR	247629	1892		03/19/2021	04/25/21	120.00
Invoice: 1892				120.00	73011189	541100	PW/BRUSH O&M - C/E FACIL PROF SERVICES		
Invoice: 1905				247630	1905		03/19/2021	04/25/21	120.00
				120.00	73011189	541100	PW/BRUSH O&M - C/E FACIL PROF SERVICES		
Invoice: 1926				247631	1926		03/19/2021	04/25/21	100.00
				100.00	73011189	541100	PW/BRUSH O&M - C/E FACIL PROF SERVICES		
Invoice: 1944				247632	1944		03/19/2021	04/25/21	120.00
				120.00	73011189	541100	PW/BRUSH O&M - C/E FACIL PROF SERVICES		
							CHECK 356202 TOTAL:	460.00	
356203	04/28/2021	PRTD	123 DEPARTMENT OF LICENS	247544	NR-NOTARY		04/19/2021	04/25/21	30.00
Invoice: NR-NOTARY				30.00	72011321	549100	ENG/NOTARY LIC: RETANA ENG - C/E ADMIN MISCELLEANEOUS		
							CHECK 356203 TOTAL:	30.00	
				NUMBER OF CHECKS	116		*** CASH ACCOUNT TOTAL ***	302,461.95	
							COUNT	AMOUNT	
				TOTAL PRINTED CHECKS			113	302,461.95	
				TOTAL VOIDED CHECKS			3	.00	
							*** GRAND TOTAL ***	302,461.95	

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JOURNAL ENTRIES TO BE CREATED

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CLERK: cfreitas

YEAR PER SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T OB	DEBIT	CREDIT
2021 4	273									
APP 101-213000	04/28/2021	04/25/21	042821				STREETS - ACCOUNTS PAYABLE		6,363.48	
APP 635-111100	04/28/2021	04/25/21	042821				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	04/28/2021	04/25/21	042821				CASH			302,461.95
APP 001-213000	04/28/2021	04/25/21	042821				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	04/28/2021	04/25/21	042821				ACCOUNTS PAYABLE		8,036.02	
APP 401-213000	04/28/2021	04/25/21	042821				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	04/28/2021	04/25/21	042821				GENERAL - ACCOUNTS PAYABLE		150,523.41	
APP 301-213000	04/28/2021	04/25/21	042821				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	04/28/2021	04/25/21	042821				ACCOUNTS PAYABLE		80,440.32	
APP 650-213000	04/28/2021	04/25/21	042821				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000	04/28/2021	04/25/21	042821				ACCOUNTS PAYABLE		21,220.61	
							AP CASH DISBURSEMENTS JOURNAL			
							ACCOUNTS PAYABLE		18,990.50	
							AP CASH DISBURSEMENTS JOURNAL			
							ACCOUNTS PAYABLE		9,344.00	
							AP CASH DISBURSEMENTS JOURNAL			
							ACCOUNTS PAYABLE		166.43	
							AP CASH DISBURSEMENTS JOURNAL			
							ACCOUNTS PAYABLE		3,655.30	
							AP CASH DISBURSEMENTS JOURNAL			
							ACCOUNTS PAYABLE		3,721.88	
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		302,461.95	302,461.95
APP 631-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING		294,425.93	
APP 101-130000	04/28/2021	04/25/21	042821				STREETS - DUE TO/FROM CLEARING			6,363.48
APP 001-130000	04/28/2021	04/25/21	042821				GENERAL - DUE TO/FROM CLEARING			150,523.41
APP 402-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			80,440.32
APP 401-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			21,220.61
APP 407-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			18,990.50
APP 301-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			9,344.00
APP 403-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			166.43
APP 650-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			3,655.30
APP 901-130000	04/28/2021	04/25/21	042821				DUE TO/FROM CLEARING			3,721.88

04/21/2021 12:33
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 27
apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
								SYSTEM GENERATED ENTRIES TOTAL		294,425.93	294,425.93
								JOURNAL 2021/04/273 TOTAL		596,887.88	596,887.88

04/21/2021 12:33
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 28
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 4	273	04/28/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	150,523.41	150,523.41
				FUND TOTAL	150,523.41	150,523.41
101 STREET FUND 101-130000 101-213000	2021 4	273	04/28/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	6,363.48	6,363.48
				FUND TOTAL	6,363.48	6,363.48
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	9,344.00	9,344.00
				FUND TOTAL	9,344.00	9,344.00
401 WATER OPERATING FUND 401-130000 401-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	21,220.61	21,220.61
				FUND TOTAL	21,220.61	21,220.61
402 SEWER OPERATING FUND 402-130000 402-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	80,440.32	80,440.32
				FUND TOTAL	80,440.32	80,440.32
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	166.43	166.43
				FUND TOTAL	166.43	166.43
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	18,990.50	18,990.50
				FUND TOTAL	18,990.50	18,990.50
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	294,425.93 8,036.02	302,461.95
				FUND TOTAL	302,461.95	302,461.95

04/21/2021 12:33
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 29
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
650 AGENCY FUND 650-130000 650-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,655.30	3,655.30
				FUND TOTAL	3,655.30	3,655.30
901 CITY-WIDE REPORTING FUND 901-130000 901-213000	2021 4	273	04/28/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,721.88	3,721.88
				FUND TOTAL	3,721.88	3,721.88

04/21/2021 12:33
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 30
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		150,523.41
101	STREET FUND		6,363.48
301	CAPITAL CONSTRUCTION FUND		9,344.00
401	WATER OPERATING FUND		21,220.61
402	SEWER OPERATING FUND		80,440.32
403	STORM & SURFACE WATER FUND		166.43
407	BUILDING & DEVELOPMENT FUND		18,990.50
631	CLEARING FUND	294,425.93	
650	AGENCY FUND		3,655.30
901	CITY-WIDE REPORTING FUND		3,721.88
	TOTAL	294,425.93	294,425.93

** END OF REPORT - Generated by Carrie L. Freitas **



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME:

AGENDA ITEM: City Council Meeting Minutes

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[City Council Study Session Minutes, April 6, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, April 13, 2021.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 6, 2021

MEETING MINUTES

1) **CALL TO ORDER / ROLL CALL**

Deputy Mayor Hytopoulos called the meeting to order at 6:00 p.m. on the Zoom webinar platform.

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Carr, Deets, Fantroy-Johnson, Pollock, and Schneider were present.

2) **EXECUTIVE SESSION**

2.A Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
[Cover Page](#)

Deputy Mayor Hytopoulos adjourned the meeting to an executive session at 6:01 p.m. At 6:35 p.m., Council extended the executive session by ten minutes.

Council returned from executive session at 6:45 p.m., and Deputy Mayor Hytopoulos reconvened the meeting.

3) **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to approve the agenda as presented. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

4) **FUTURE COUNCIL AGENDAS**

4.A Future Council Agendas

[Cover Page](#)

[April 13 City Council Regular Business Meeting.pdf](#)

[April 20 City Council Study Session.pdf](#)

[April 27 City Council Regular Business Meeting.pdf](#)

[May 4 City Council Study Session.pdf](#)

[May 11 City Council Regular Business Meeting.pdf](#)

[2021 List of Proposed Future Council Topics.docx](#)

Interim City Manager Schroer reviewed upcoming agendas.

Councilmember Deets asked to pull 6.E from the April 13, 2021 Consent Agenda and move it to Unfinished Business.

Councilmember Deets asked to schedule a discussion of County-wide Planning Policies before May 4, 2021, and Council concurred.

Councilmember Deets asked to discuss federal relief money.

Councilmember Schneider asked for consideration of a proposal for a trial of an electric shuttle run by Mobility for All, and Council concurred.

Councilmember Schneider asked to discuss a totem welcome pole.

Council opted to find a new date for the next joint meeting with the Ethics Board.

5) UNFINISHED BUSINESS

5.A Update on Small Wireless Facilities Interim Regulations - Planning

[Cover Page](#)

[ORD NO. 2020-22 EXTENDING INTERIM OFFICIAL CONTROL SWFS FOR 10-13-2020.pdf](#)

Planning Director Wright introduced the agenda item, and Council discussed the schedule.

MOTION: I make a motion that we direct City staff about the proposed schedule recommended by staff to extend the current interim regulations related to small wireless facilities to allow time for the due diligence necessary to complete the proposed permanent regulations related to such facilities.

City staff is recommending the following schedule: (1) On April 13, 2021, the Council would schedule the public hearing on an ordinance to extend the interim control for an additional six months; and (2) On April 27, 2021, the Council would conduct the public hearing and consider that ordinance.

Fantroy-Johnson/Schneider: The motion carried 6 – 1.

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Michael Pollock, Brenda Fantroy-Johnson

NOES: Christy Carr

ABSENT: None

ABSTAIN: None

6) COUNCIL DISCUSSION

6.A Discussion of Police and Court Facility Project - Executive

[Cover Page](#)

Interim City Manager Schroer introduced the agenda item. Council's consensus was for staff to continue with project preparation and be ready to provide a briefing on next steps as soon as is practical after Blair King begins as City Manager.

6.B Revise Council Advisory Committees Member Selection and Appointment Process -

Mayor Nassar

[Cover Page](#)

Mayor Nassar introduced the agenda item, and Council discussed the proposal.

MOTION: I move to direct the City Manager to prepare an ordinance to revise the Bainbridge Island Municipal Code to effectuate the following intended advisory committee appointment and confirmation process, to the extent allowed by state law: recommendations of appointments of members to City advisory committees shall be provided by a committee member selection panel composed of two or three Council members, including the Council liaison(s), with the chair from the subject advisory committee serving in an advisory role in the member selection process; the recommendations from the selection panel shall be forwarded to the City Council, and Council confirmation shall require a majority plus one vote of the entire membership of the Council; and for advisory committees in which state law requires appointment by the Mayor (e.g., Planning Commission), the selection panel shall first forward their recommendation to the Mayor, and if the Mayor consents with the panel's recommendation, the Mayor shall then forward the recommendation to the Council.

Nassar/Carr: The motion carried 6 – 0.

AYES: Rasham Nassar, Joe Deets, Kirsten Hytopoulos, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson
NOES: None
ABSENT: None
ABSTAIN: Leslie Schneider

6.C Consideration of Draft Resolution relating to Proclamations/Recognition – Mayor Nassar
[Cover Page](#)
[sequimproclamationrequestordinance.pdf](#)
[TacomaCityCouncilRulesOfProcedure.pdf](#)

Mayor Nassar introduced the agenda item, and Council discussed the policy.

MOTION: I move to authorize Deputy Mayor Hytopoulos and Councilmember Fantroy-Johnson to develop and bring back for Council consideration a proposal for City policy and procedures related to proclamations and citizen recognitions. This policy does not need to be in place prior to April 13th's planned recognition of citizens.

Carr/Schneider: The motion carried unanimously, 7-0.

6.D Discussion of Ward Meetings - Mayor Nassar
[Cover Page](#)

Mayor Nassar introduced the agenda item, and Council discussed ward meetings. There was consensus to schedule ward meetings on Saturdays in June.

7) FOR THE GOOD OF THE ORDER

Councilmember Deets provided an update from the Climate Change Advisory Committee on a biodigester company, and the status of the resolution condemning hate, racism, and intolerance against Asians and Pacific Islanders.

8) ADJOURNMENT

Deputy Mayor Hytopoulos adjourned the meeting at 8:24 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, APRIL 13, 2021

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Nassar called the meeting to order at 6:00 p.m. on the Zoom webinar platform.

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Carr, Deets, Fantroy-Johnson, Pollock, and Schneider were present.

2) EXECUTIVE SESSION

2.A Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, Cover Page

Mayor Nassar adjourned the meeting to an executive session at 6:01 p.m. in accordance with RCW 42.30.110(1)(i). At 6:23 p.m., Council extended the executive session by ten minutes. At 6:33 pm., Council extended the executive session for an additional ten minutes. At 6:43 pm., Council extended the executive session for an additional ten minutes. At 6:55 p.m., Council extended the executive session by five minutes. Council returned from executive session at 7:00 p.m., and Mayor Nassar reconvened the meeting.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Carr seconded to approve the agenda as presented. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

4) PUBLIC COMMENT

4.A Instructions for Providing Public Comment - City Clerk
[Cover Page](#)
[Instructions for Providing Public Comment at Remote Meetings.docx](#)

Erin Phillips spoke about Ordinance No. 2021-03.

Jack Sheridan spoke in favor of the triage ordinance.

Robin Simons spoke against the Winslow Hotel project.

Diana Cohen spoke against the triage ordinance.

Bob Russell spoke in favor of the long version of Ordinance No. 2021-03.

Whitney Lane spoke in support of the triage ordinance.

Pascal Schuback spoke in favor of the Winslow Hotel project.

Vicki Clayton spoke in favor the Winslow Hotel project.

5) CITY MANAGER'S REPORT

Interim City Manager Schroer provided an update on the vaccine clinic, Farmer's Market, Something New program, Blakely Harbor buoy project, and Waterfront Park hazardous tree removal.

6) CONSENT AGENDA

6.A Agenda Bill for Consent Agenda

[Cover Page](#)

6.B Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 04-14-21.pdf](#)

[Payroll April 5.pdf](#)

Accounts Payable: EFT/ACH check numbers 430-432 = \$8,395.91; manual check number 355825 VOID; manual check numbers 355956-355973 = \$62,845.41. Disbursement = \$71,241.32. Regular run check numbers 355974-356075 = \$633,315.58. Total disbursements = \$704,556.90. Retainage release number 197 = \$2,411.09.

Payroll: Regular run check numbers (direct deposit) 50613-50737 = \$308,651.87; regular run check number (paper check) 109575 = \$2,198.42; vendor check numbers 109576-109586 = \$367,245.55; Federal Tax Electronic Transfer = \$114,361.09. Total disbursements = \$792,456.93.

6.C City Council Meeting Minutes

[Cover Page](#)

[Special City Council Sustainable Transportation Workshop Minutes, March 16, 2021.docx](#)

[City Council Regular Business Meeting Minutes, March 23, 2021.pdf](#)

[Special Joint City Council and Ethics Board Meeting Minutes, March 24, 2021.pdf](#)

6.D Sound to Olympics Trail Sakai Pond Connector Contract Award - Public Works

[Cover Page](#)

[STO Trail Sakai Connector CONTRACT.docx](#)

6.E Kitsap Critical Incident Response Team ("KCIRT") Mutual Aid Agreement - Police

[Cover Page](#)

[2021 KCIRT MOU.pdf](#)

MOTION: I move to approve the Consent Agenda as presented.

Deets/Schneider: The motion carried unanimously, 7-0.

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

Cover Page
April 20 City Council Study Session.pdf
April 27 City Council Regular Business Meeting.pdf
May 4 City Council Study Session.pdf
May 11 City Council Regular Business Meeting.pdf
2021 List of Proposed Future Council Topics.docx

Interim City Manager Schroer reviewed future Council agendas.

Councilmember Deets asked to add a proclamation condemning hate against Asians and Pacific Islanders on April 27, 2021, and Council concurred.

Councilmember Carr asked Council to consider an ordinance relating to single use food service products and other plastic items. Council concurred.

8) PRESENTATION(S)

8.A Proclamation Declaring the Month of April 2021 as "Heritage Tree Month" - Planning

Cover Page
Heritage Tree Proclamation 2021.docx
Heritage Tree Registry 2021.docx

Arborist Snyder read the proclamation.

8.B Proclamation Declaring April 22, 2021, as "Bainbridge Island Earth Day" - Mayor Nassar

Cover Page
Earth Day Proclamation 2021.docx

Mayor Nassar read the proclamation.

8.C Recognition of Community Members - Councilmember Carr and Mayor Nassar

Cover Page
Charles and Linda Schmid Proclamation.docx
Dr. Olaf Ribeiro Proclamation.docx
Background and Information for Dr. Olaf Ribeiro.docx

Councilmember Carr read the proclamation in honor of Charles and Linda Schmid.

MOTION: I move to authorize the Mayor to sign the proclamation declaring June 18th as "Charles and Linda Schmid, Champions for the Environment, Day" on Bainbridge Island.

Deets/Hytopoulos: The motion carried unanimously, 7-0.

Deputy Mayor Hytopoulos read the proclamation honoring Dr. Olaf Ribeiro.

MOTION: I move to authorize the Mayor to sign the proclamation declaring May 17th as "Dr. Olaf Ribeiro Day" on Bainbridge Island.

Fantroy-Johnson/Deets: The motion carried unanimously, 7-0.

9) UNFINISHED BUSINESS

9.A Ordinance No. 2021-03 Joint City Council/Planning Commission Land Use Subcommittee Phase I "Triage" Code Changes - Planning

Cover Page

Ordinance No. 2021-03 Triage Code Updates

Ordinance No. 2021-03 Triage Code Updates - Longer Version

Exhibit A to Ordinance No. 2021-03.docx

ORD 2020-40 Planning Commission Recorded Motion 121020.pdf

20201029 Planning Commission Workplan for Joint Land Use Subcommittee Recommendations.pdf

20201013_Joint_Land_Use_Subcommittee_Memorandum_Initial_Recommendations_Recovered.pdf

20201013 Joint Land Use Subcommittee Attachment A Table.pdf

Senior Planner Sutton introduced the agenda item. Council discussed the ordinance.

MOTION: I make a motion to approve Ordinance No. 2021-03, the short one.

Fantroy-Johnson/Pollock: The motion carried 4 – 3.

AYES: Rasham Nassar, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

NOES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos

ABSENT: None

ABSTAIN: None

Mayor Nassar adjourned the meeting for a break at 8:30 p.m. and reconvened the meeting at 8:45 p.m.

9.B Schedule Public Hearing on Ordinance No. 2021-14, Extending Small Wireless Facilities Design Standards Interim Official Control - Executive

Cover Page

Ordinance No. 2021-14 Extending Interim Control - Small Wireless Facilities

ORD NO. 2020-22 EXTENDING INTERIM OFFICIAL CONTROL SWFS FOR 10-13-2020

Planning Director Wright introduced the agenda item.

MOTION: I move to schedule a public hearing on Ordinance No. 2021-14 as part of the agenda for the April 27, 2021 Business Meeting.

Schneider/Fantroy-Johnson: The motion carried unanimously, 7-0.

9.C Sustainable Transportation Plan Amendment No. 2 to Professional Services Agreement with Budget Amendment - Public Works

Cover Page

Amendment No 2 to PSA Nelson Nygaard.docx

Exhibit A to Amendment No. 2 NN Memo Additional Budget Request.docx

STP_Original PSA_011620.pdf

STP Amendment No. 1.pdf

Public Works Director Wierzbicki introduced the agenda item. Project Manager Epstein provided additional information.

MOTION: I move to forward for approval with the April 27, 2021 Consent Agenda Amendment No. 2 to the Sustainable Transportation Plan Professional Services Agreement, and approval of an associated General/Streets Fund Budget Amendment in the amount of \$38,500.

Deets/Fantroy-Johnson: The motion carried unanimously, 7-0.

10) NEW BUSINESS

I0.A Appointments to the Race Equity Advisory Committee - Mayor Nassar

Cover Page

Bispham - REAC (Redacted).pdf

Fong - REAC (Redacted).pdf

Hall - REAC (Redacted).pdf

Henry - REAC (Redacted).pdf

San Diego - REAC (Redacted).pdf

Tingley - REAC (Redacted).pdf

Young - REAC (Redacted).pdf

Mayor Nassar introduced the agenda item.

MOTION: I move to confirm the Mayor's appointment to the Race Equity Advisory Committee of Reni Bispham to Position 8 for a three-year term expiring in June 2024.

Fantroy-Johnson/Deets: The motion carried unanimously, 7-0.

MOTION: I move to confirm the Mayor's appointment to the Race Equity Advisory Committee of Jing Fong to Position 9 for a three-year term expiring June 2024.

Fantroy-Johnson/Pollock: The motion carried unanimously, 7-0.

I0.B City Hall Repair Project Amendment No. 4 to Professional Services Agreement and Budget Amendment - Public Works

Cover Page

City Hall Repair PSA Amendment No 4.docx

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to approve Amendment No. 4 to the City Hall Repair Project Professional Services Agreement and an associated budget amendment in the amount of \$20,601.60, and to authorize the City Manager to include the funds in the 1st quarter budget amendment ordinance.

Schneider/Deets: The motion carried unanimously, 7-0.

I0.C City Hall Repairs Project Budget Amendment - Public Works

Cover Page

Budget Amendment _COBI Staff Memo.docx

MOTION: I move to approve the City Hall Repairs project budget amendment in the amount of \$70,000.00, and to authorize the City Manager to include the funds in the 1st quarter budget amendment ordinance.

Fantroy-Johnson/Hytopoulos: The motion carried unanimously, 7-0.

I0.D Water Resource Inventory Area 15 Watershed Restoration and Enhancement Plan - Public Works

Cover Page
WRIA 15 Final Draft 1 Mar 2021 .pdf
Letter to WRIA 15 plan_DRAFT.docx
WRIA 15 Plan Presentation.pptx

Public Works Director Wierzbicki introduced the agenda item, and Council discussed the plan.

MOTION: I move to authorize the City Manager to approve the Water Resource Area Inventory 15 Watershed Restoration and Enhancement Plan, and to submit to the Department of Ecology a supplemental letter stating the City's position on the plan's calculation of future permit exempt wells on Bainbridge Island.

Carr/Pollock: The motion carried unanimously, 7-0.

11) COUNCIL DISCUSSION

11.A Input on Scope of Work for Senior Natural Resources Planner Position - Executive

Cover Page
Senior Natural Resources Planner_draft.pdf

Interim City Manager Schroer introduced the agenda item, and Council provided input on the scope of work.

Council will discuss this item further on a future Council agenda.

12) COMMITTEE REPORTS

There were no committee reports.

13) FOR THE GOOD OF THE ORDER

Councilmember Deets mentioned the vaccine clinic and asked about using indigenous names for streets.

Councilmember Fantroy-Johnson mentioned preserving a tree by Adas Will.

Councilmember Pollock mentioned a Crystal Springs safety group.

14) ADJOURNMENT

Mayor Nassar adjourned the meeting at 10:07 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Interlocal Agreement for Special Assault Investigation and Victim's Resources Work Group (SAVS) - Police,

SUMMARY: Consider approving a revised interlocal agreement for the BIPD's continued participation in Kitsap County SAVS, which incorporates multidisciplinary teams to coordinate criminal cases involving children and vulnerable adults.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: Chapter 26.44 RCW and chapter 74.34 RCW encourage the use of multidisciplinary teams to coordinate criminal investigations involving children and vulnerable adults. Recognizing the advantages of a collaborative effort between regional law enforcement agencies, the BIPD wishes to continue as a member of the Special Assault Investigation and Victim's Resources work group (SAVS) to take advantage of regional expertise, improve the quality of criminal investigations, improve services provided to victims of domestic and sexual abuse, coordinate investigative needs, and make more efficient use of limited resources.

ATTACHMENTS:

[SAVS Revised ILA \(2021\) - 3.26.21.docx](#)

FISCAL DETAILS: The SAVS work group is not a separate legal entity. Each agency is responsible for the salary, benefits, professional services, and supplies of its own investigators. The BIPD does not anticipate any additional expenses related to participation that are not already approved as part of our operating budget.

Fund Name(s):

Coding:

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
for
KITSAP SPECIAL ASSAULT INVESTIGATIONS AND VICTIM'S SERVICES
(KITSAP S.A.I.V.S.)

THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the undersigned members of Kitsap S.A.I.V.S., pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This Amended and Restated Agreement replaces all prior Interlocal Agreements for Kitsap SAIVS in their entirety.

Definitions

For the purposes of this Interlocal Cooperation Agreement, and all other agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- (1) “*Member agency*” means any public law enforcement or investigative agency which is a party or becomes a party to this Interlocal agreement and is a County, City, State or federally recognized Tribal law enforcement or investigative agency within the region.
- (2) “*State*” means the State of Washington.
- (3) “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- (4) “*Council*” means the governing joint board of the Kitsap S.A.I.V.S. Center, comprised of the head of each member agency, or the agency’s designee.
- (5) “*Center*” means the Kitsap S.A.I.V.S. Center.
- (6) “*Joint operating agreement*” or “*Agreement*” or “*ILA*” means this Interlocal Cooperation Agreement executed by member agencies.
- (7) “*Majority vote*” means more than one-half of the votes cast when a quorum is present and must include at least one vote of a County law enforcement representative and at least one vote of the law enforcement representative from each of at least two separate cities.
- (8) “*Quorum*” means a majority of the member agencies.

Recitals

WHEREAS, the undersigned member agencies recognize the need and desirability for coordination, cooperation, and consultation among members to improve services provided to victims of domestic and sexual abuse, improve the quality of criminal investigations by

streamlining contacts with the victim, coordinate investigative needs, make more efficient use of limited resources, and establish a joint fundraising support network, thereby better serving our communities;

WHEREAS, the undersigned member agencies believe that special assault investigations and victim services usually conducted by each member agency can be coordinated and combined, and duplication eliminated, in all or in part, by the creation and operation of a center where such activities can be performed through participation among member agencies;

WHEREAS, chapter 26.44 RCW and chapter 74.34 RCW encourage the use of multidisciplinary teams to coordinate criminal cases involving children and vulnerable adults; and

WHEREAS, the undersigned member agencies desire to establish a funding mechanism for the creation and operation of a center whereby certain of the functions of each member agency can be met more efficiently with regard to the needs of special assault criminal investigations and the needs of special assault victims.

THEREFORE, in consideration of mutual promises and covenants, the undersigned members agree as follows:

1. ORGANIZATION, COMPOSITION AND NATURE

The undersigned member law enforcement and investigative agencies, represented by the elected official and/or head of each member agency or designee, constitutes the Council of Kitsap S.A.I.V.S.: Kitsap County Prosecuting Attorney, Kitsap County Sheriff, City of Bainbridge Island Police Department, City of Bremerton Police Department, City of Port Orchard Police Department, City of Poulsbo Police Department, the Department of Child, Youth and Families (DCYF, formerly “CPS”), Kitsap County Clerk, and any other public agency that becomes a member agency by future vote of the Council.

This Agreement does not create a separate legal or administrative entity. This joint operating agreement memorializes an unincorporated association of governments for purposes of collaboration between them, each exercising independent power, privileges, and/or authority in the performance of this Agreement. All persons performing activities pursuant to this Agreement shall remain employees of their member law enforcement and investigative agencies, and the acts of a person performing activities pursuant to this Agreement are the acts of such person’s employing member agency.

The Council constitutes the joint board formed for the cooperative purposes described in this joint operating agreement. The affairs of the Council are governed by this Agreement and by the Council’s Bylaws and are otherwise limited only by limitations in the powers, privileges, or authority exercised or capable of exercise by a member agency.

2. AUTHORITY AND PURPOSES

The Council has the following authority and purposes: To oversee the funding, establishment, and operation of a physical Center where certain functions of each individual agency can be met collaboratively with regard to special assault criminal investigations and the needs of special assault victims, and to establish a funding mechanism to support the establishment and continued operation of the Center.

3. FUNDING

The Council may apply for, accept, hold, invest, and administer any gifts, legacies, bequests, devises, funds, and property from public or private sources of any sort or nature, and may use and expend such funds and property to accomplish the purposes of this joint operating agreement consistent with all applicable local, state and federal law. If a member agency elects to make a financial contribution, the member agency's total financial contributions to Kitsap S.A.I.V.S., if any, shall form the basis of their proportional contribution in the event of termination and disposal of assets.

4. SERVICE PROVISIONS

Funds obtained by the Council for Kitsap S.A.I.V.S. shall be used solely for the purposes described in this joint operating agreement. All expenditures are subject to the review and approval of the Council, and periodic audits will be performed as prescribed by law. All member agencies have the right to review and audit the financial statements upon request.

The Council will maintain records of Council meeting minutes. Public Records requests for these records shall be handled by the Kitsap County Prosecutor's Office Public Records Officer. Records prepared, compiled, generated, or used of activities performed pursuant to this Agreement by member agencies shall be maintained by those member agencies.

5. FISCAL YEAR AND BUDGET

The fiscal year coincides with the calendar year. Member agencies are not expected to allocate funding under this Agreement. The Council will adopt an annual work program and budget in advance of each fiscal year that identifies anticipated activities, goals, revenues and expenditures for completing the joint operating agreement. The Kitsap County Prosecuting Attorney shall administer the S.A.I.V.S. Fund in accordance with applicable laws, this Interlocal Agreement, and any other policies and procedures adopted by the Council. The Treasurer of Kitsap County shall be the custodian of funds made available for the purposes of this joint operating agreement, and the Treasurer may make payments from such funds upon audit by the appropriate auditing officer of the County. After the Council has approved the final budget, it is forwarded to Kitsap County for review and inclusion as a distinct agency fund within the Kitsap County Budget. No increase or decrease to Kitsap S.A.I.V.S.'s final budget shall occur without review and approval of the Council.

6. PROPERTY

Personal and real property contributed by a member agency to be utilized in performing the activities described in this Agreement, if any, shall remain the property of the agency that contributed the property. Property acquired with joint S.A.I.V.S. funds shall be held jointly by member agencies in proportion to their financial contributions to S.A.I.V.S., if they have elected to financially contribute.

7. DURATION/WITHDRAWAL FROM AGREEMENT

This agreement shall continue in force until terminated by majority vote of the Council. Any member agency may withdraw from this Interlocal Agreement by giving the Council six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its obligations with regard to Council activities until the effective date of withdrawal, and with regard to agreements to which the Council is a party which exist at the time of such notice of withdrawal. A member agency's proportional contribution shall be determined as of the date the Council receives the withdrawing agency's notice of withdrawal. It is within the discretion of the Council to delay payment of a withdrawing agency proportional portion of Kitsap S.A.I.V.S.' assets, as more fully described elsewhere in this agreement, until termination of this agreement and disposal of said assets.

8. DISPOSAL OF ASSETS

Upon termination of this agreement any assets acquired for Kitsap S.A.I.V.S., after payment of all liabilities, costs, expenses and charges validly incurred under this agreement, shall be distributed equally to all member agencies in proportion to their contributions to Kitsap S.A.I.V.S. determined at time of termination. The debts, liabilities and obligations of the Center shall not constitute a debt, liability or obligation of any member agency.

9. DISPUTES

Disputes between member agencies regarding interpretation of this Interlocal Cooperation Agreement or the functioning of Kitsap S.A.I.V.S. shall first be resolved by any mutually selected informal means of resolution, including but not limited to non-binding mediation, provided the parties to the dispute shall share equally in the costs of the mediator. If the dispute is not resolved in mediation, the parties may seek judicial relief from the Superior Court for Kitsap County, Washington.

10. MODIFICATION

Amendments to this Agreement shall not be binding unless they are in writing and executed with the same formalities as used for the execution of this document.

11. GOVERNING LAW AND VENUE

All member agencies expressly agree to submit to the jurisdiction of the Kitsap County Superior and District Courts.

12. SEVERABILITY

If any provision of this Interlocal Cooperation Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the undersigned members, shall be construed and enforced as if the Agreement did not contain the invalid part.

13. INDEMNIFICATION

Each member shall defend, indemnify and hold harmless the other members, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any intentional or negligent acts, errors or omissions of the indemnifying member (including its agents, employees, officials, and representatives) in performing its obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the members or their employees, agents, or representatives, each member's obligation hereunder applies only to the extent of the negligence of such member or its employees, agents, officials, or representatives.

14. INSURANCE

Each member shall maintain a policy of liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, covering all work performed by the member pursuant to this Agreement; provided, that the member may provide evidence of self-insurance or participation in a certified risk pool in fulfillment of insurance requirements. The members obligations under this Section shall survive any termination of this Agreement.

15. EFFECTIVE DATE

This joint operating agreement shall take effect on the date executed by two or more member agencies.

16. ENTIRE AGREEMENT

This Agreement constitutes the entirety of the agreement between the parties, and supersedes all prior agreements concerning the subject matter of this Agreement. No other agreement, representation, or understanding of any kind or nature, whether oral or written, whether actual or alleged, and whether arising or alleging arising before, during or after execution of this Agreement shall be binding upon any party, unless such is expressly set forth in a written amendment to this Agreement duly executed by the parties.

17. COUNTERPARTS; E-MAIL OR FACSIMILE TRANSMISSION

The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute only one agreement. Further, delivery of a signed copy of this Agreement via e-mail or facsimile transmission shall be considered delivery of an original.

Joseph Clark
Chief of Police, City of Bainbridge Island

Dated this ___ day of _____, 2021

Jim Burchett
Chief of Police, City of Bremerton

Dated this ___ day of _____, 2021

Matt Brown
Chief of Police, City of Port Orchard

Dated this ___ day of _____, 2021

Ron Harding
Chief of Police, City of Poulsbo

Dated this ___ day of _____, 2021

Chad M. Enright
Kitsap County Prosecuting Attorney

Dated this ___ day of _____, 2021

Gary Simpson
Kitsap County Sheriff

Dated this ___ day of _____, 2021

Dated this ___ day of _____, 2021

Dated this ___ day of _____, 2021

Dated this ___ day of _____, 2021



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 3 to the Master Lease Agreement between the City of Bainbridge Island and Friends of the Farms - Executive

SUMMARY: In 2019 and 2020, the City provided payments to Friends of the Farms through amendments to the Master Lease between the City and Friends of the Farms. The Master Lease provides for property management of the City's publicly-owned farmland.

On December 1, 2020, the City awarded \$65,000 from the Council contingency fund as payment to FOF in consideration of the management services provided to the City under the Master Lease in FY21.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

Amount:	\$65,000.00
Ongoing Cost:	
One-Time Cost:	\$65,000.00
Included in Current Budget?	Yes

BACKGROUND: This agenda item provides an amendment to the Master Lease which allows for payment to FOF in 2021.

ATTACHMENTS:

[FOF-Master Lease Amendment 3-210414.pdf](#)

FISCAL DETAILS: This amount was already approved in the 2021 budget from the Council contingency fund.

Fund Name(s): Other

Coding:

**AMENDMENT NO. 3 TO
THE MASTER LEASE AND MANAGEMENT AGREEMENT**

THIS AMENDMENT NO. 3 TO THE MASTER LEASE AND MANAGEMENT AGREEMENT (“Amendment No. 3”) amends the Master Lease and Management Agreement (“Master Lease”) entered into on December 9, 2011, by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and the Friends of the Farms, a Washington State nonprofit corporation (“Friends”).

WHEREAS, the City and Friends entered into the Master Lease to provide management services for the City’s approximately 60 acres of public farmland; and

WHEREAS, on September 11, 2018, Friends presented to the City Council and described its need for City funding in order to continue to provide management services for the City’s public farmland; and

WHEREAS, on November 6, 2018, Friends provided additional information to the City Council regarding Friends’ request for City funding; and

WHEREAS, on November 13, 2018, the City Council allocated a one-time payment of \$65,000 to Friends in the 2019 fiscal year (“FY19”) in consideration of the management services to be provided to the City under the Master Lease in FY19; and

WHEREAS, on November 27, 2018, the City Council approved Ordinance No. 2018-39, which adopted the final budget for fiscal years 2019-2020 and included the \$65,000 allocation to Friends in FY19; and

WHEREAS, on February 6, 2019, the City and Friends executed Amendment No. 1 to the Master Lease, amending the Master Lease to include a new Section 3.15 providing for a one-time payment of \$65,000 to Friends in FY19; and

WHEREAS, for the 2020 fiscal year (“FY20”), Friends requested \$72,000 from the City in consideration of the management services to be provided to the City under the Master Lease in FY20; and

WHEREAS, the City Council considered Friends’ request for funding during the July 16, September 17, and October 22, 2019 Council meetings; and

WHEREAS, on October 22, 2019, the City Council allocated \$72,000 from the Council contingency fund as payment to Friends in consideration of the management services to be provided to the City under the Master Lease in FY20; and

WHEREAS, also on October 22, 2019, the City Council approved the formation of a Council ad hoc committee specifically to work with Friends to revise the Master Lease in 2020; and

WHEREAS, on February 13, 2020, the City and Friends executed Amendment No. 2 to the Master Lease, amending Section 3.15 providing for a one-time payment of \$65,000 to Friends in FY20; and

WHEREAS, on December 1, 2020, the City awarded \$65,000 from the Council contingency fund as payment to Friends in consideration of the management services by be provided to the City under the Master Lease in FY21.

NOW, THEREFORE, the City and Friends agree to further amend the Master Lease as follows:

1. Section 3.15 of the Master Lease is hereby amended to read as follows:

3.15. PAYMENT TO FRIENDS. The City agrees to pay Friends a total of \$65,000 for services performed under this Lease in fiscal year 2019, which amount shall be paid quarterly in four equal installments of \$16,250. The City agrees to pay Friends a total of \$72,000 for services performed under this Lease in fiscal year 2020, which amount shall be paid quarterly in four equal installments of \$18,000. The City agrees to pay Friends a total of \$65,000 for services performed under this Lease in fiscal year 2021, which amount shall be paid quarterly in four equal installments of \$16,250. Friends shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from Friends.

2. Except as modified herein, all other terms and conditions to the Master Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Master Lease as of the later of the signature dates included below.

FRIENDS OF THE FARMS

CITY OF BAINBRIDGE ISLAND

Date: APRIL 14, 2021

Date: _____

By: Heather A. Burger

By: _____

Heather Burger, Executive Director

Ellen Schroer, Interim City Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Ellen Schroer signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Interim City Manager of the City of Bainbridge Island to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Heather Burger signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of Friends of the Farms to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 14th, 2021

Lauren Manohara

NAME: LAUREN MANOHARA
(Print Name)

Notary Public in and for the State of Washington,
residing at 180 Hildebrand Ln NE, BI, WA 98110

My Commission Expires: 09-01-2022





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Arts and Humanities Bainbridge Program Management Payment Authorization Adjustment

SUMMARY: Consider authorizing the City Manager to expend \$2,000 annually related to Arts and Humanities Bainbridge for program management costs in lieu of a previously-approved 15% program management fee. If approved, the City Manager will proceed with an amendment to the current professional services agreement to effectuate this change. Staff and AHB recommend the payment of a set amount for administrative efficiency and budget predictability.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$2,000 annually
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: On October 13, 2020, the City Council authorized the development and execution of a professional services agreement with Arts and Humanities Bainbridge ("AHB") for 2021-2025. The Council authorized an annual \$12,000 payment to AHB for public arts projects. In addition, it authorized payment of an annual 15% program management fee. In subsequent discussions between the Interim City Manager and AHB, AHB indicated it would prefer a flat \$2,000 annual payment in lieu of the previously authorized percentage-based payments.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Sustainable Transportation Plan Amendment No. 2 to Professional Services Agreement with Budget Amendment - Public Works,

SUMMARY: Amendment No. 2 to the Design Professional Services Agreement with Nelson/Nygaard Consultant Associates, Inc. in the amount of \$38,500 is needed for additional services including additional meetings with the Task Force and the Technical Advisory Committee, further engagement with Task Force Committees, and associated project management to extend the timeframe of the contract through September of 2021.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$38,500.00
Ongoing Cost:	N/A
One-Time Cost:	\$38,500.00
Included in Current Budget?	No

BACKGROUND: The original scope of work for the Sustainable Transportation Plan included a variety of engagement tasks with the proposed work to be completed in two phases. The first phase included development and implementation of a community engagement plan to confirm goals and prioritize the framework. The second phase consists of gap analysis of the existing transportation infrastructure and transportation options, as well as development of projects and policies to further community goals and development of implementation scenarios.

City Council approved the original Professional Services Agreement with Nelson/Nygaard Consultant Associates, Inc. at their 1/16/2020 meeting in the amount of \$268,000.

Amendment No. 1 to the Professional Services Agreement was executed by the City Manager on April 23, 2020 acknowledging the Governor's State of Emergency due to COVID 19 resulting in stopping further work and extending the date to 12/31/2021.

Amendment No. 2 to the Design Professional Services Agreement is needed for additional meetings with the Task Force and the Technical Advisory Committee, further engagement with Task Force Committees, and associated project management to extend the timeframe of the contract through September of 2021. The additional amount of \$38,500 will bring the revised contract amount to \$306,500.

Under Section 9.0 of the City's Procurement Policy, City Council approval is required before the City Manager may execute an amendment to a professional services agreement that provides for a cost increase exceeding 10% of the original contract cost (or \$50,000, whichever is greater), and is within the approved budget. A budget and contract amendment in the amount of \$38,500 will be required for this proposal.

Upon City Council approval of proposed budget amendment, this approved amount will be included in the 1st quarter budget amendment reporting to City Council.

ATTACHMENTS:

[Amendment No 2 to PSA Nelson Nygaard 2021-04-13.docx](#)

[Amend2 ExhibitA NN Memo Additional Budget Request 20210325.docx](#)

[STP Original PSA 011620.pdf](#)

[STP Amendment No. 1.pdf](#)

FISCAL DETAILS: There will be a \$38,500 budget appropriation increase to the streets fund. Support for this increase will come from the TBD fund through a transfer.

Fund Name(s): Streets Fund

Coding:

**AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on February 6, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Nelson\Nygaard Consulting Associates, Inc., a California State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with preparing sustainable transportation planning for a contract amount of \$268,000.00; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the Proclamation of Emergency; and

WHEREAS, due to the disruptions caused by the COVID-19 public health emergency, the Consultants scope of work and schedule were significantly altered; and

WHEREAS, on April 23, 2020, the City and the Consultant executed Amendment No. 1 to the Agreement to amend the services provided and adjust the term of the Agreement; and

WHEREAS, the City desires to increase the services provided under the Agreement and amend the maximum amount payable under the Agreement by \$38,500, thereby increasing the contract amount from \$268,000 to \$306,500.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2(A) is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (check one)

Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~two hundred sixty eight thousand dollars (\$268,000.00)~~ three hundred six thousand, five hundred dollars (\$306,500.00).

Fixed Sum: a total amount of \$_____;

Other, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.”

2. Attachment A, Scope of Services, is hereby amended as set forth on Exhibit A attached hereto.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

NELSON\NYGAARD
CONSULTING ASSOCIATES, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Ellen Schroer, Interim City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



MEMORANDUM

To: Mark Epstein, City of Bainbridge Island
 From: Jennifer Wieland, Nelson\Nygaard
 Date: April 19, 2021
 Subject: Sustainable Transportation Plan Additional Budget Request

We began work on Bainbridge Island’s Sustainable Transportation Plan in January 2020 and paused in March 2020 due to COVID-19. We restarted the project in July 2020 and have made good progress over the last 8 months. However, we have also expended more budget than anticipated, largely due to greater levels of effort (resulting in better outcomes for the City), additional work beyond the project scope, and an evolving understanding of the process and deliverables that will be most valuable for the City.

This memo details the out-of-scope work Nelson\Nygaard has completed and the additional budget expended on those tasks. It also outlines options for next steps, both within the remaining budget and with additional resources. Due to the out-of-scope work and the level of effort required for the remaining tasks, additional support from City staff would be needed to complete the project as originally scoped. Therefore, we are requesting additional funds to cover the out-of-scope costs and allow us to complete the Sustainable Transportation Plan by late summer 2021.

OUT OF SCOPE WORK

The table below describes work the Nelson\Nygaard performed that was above and beyond the scope of work and existing task-level budgets. In addition to the tasks that are complete, there are several tasks that have required out-of-scope work or higher than anticipated levels of effort and are at or over budget with more work to complete.

The overages by task are shown in the cost column and total \$47,149. The information below is current as of February 26, 2021 (the end of our February billing month). The cost to complete the various tasks is included in the following section, which presents options for moving forward.

Task	Description	Cost
1.1 Project Kickoff <i>(task complete)</i>	Restarting the project in July 2020 resulted in additional cost to re-baseline, develop a new schedule and path forward, and shift to a fully virtual environment.	\$1,513

Task	Description	Cost
1.2 Biweekly Calls and Ongoing Project Management	<p>The project was originally scoped for 12 months, and biweekly meetings were anticipated to be 45 minutes. Even with the pause of 3 months due to COVID, we are about to wrap up 12 months of meetings and project management. While our level of effort has been a bit higher than expected—we meet for 60 minutes instead of 45 minutes, and stakeholder coordination requires a significant amount of project management time—we are largely on track for 12 months (with 96% of the budget expended). However, there is no budget remaining to continue project management activities beyond February 2021.</p>	(\$909 remains; not factored into total below)
2.1 Engagement Plan <i>(task complete)</i>	<p>Task Force and Council review of and feedback on the Engagement Plan resulted in two rounds of revisions to the plan that were not scoped. Input from the Task Force and Council recommended new tools and stakeholders, which required additional research. Furthermore, the tools and tactics recommended in the Engagement Plan had to be fully reconsidered and updated due to COVID.</p>	\$3,137
2.2 Stakeholder Task Force <i>(task complete)</i>	<p>Task Force meetings have required significantly more effort and staffing than anticipated, as well as support between meetings. Nelson\Nygaard has provided 2-3 staff for each meeting, created activities and materials specific to the Task Force (rather than simply having them review materials that have already been developed), provided support for Task Force communications, developed homework assignments, and coordinated with Task Force subcommittees. Additionally, we have staffed the Technical Advisory Team, which was not in the original scope of work. To date, we have completed 6 meetings of the Task Force and the Technical Advisory Team, including 1 joint meeting, and 2 additional meetings have been requested in the coming months of the project.</p>	\$19,724

Task	Description	Cost
<p>2.3 Engagement #1 <i>(task complete)</i></p>	<p>When we paused the project and shifted to an all-virtual approach to engagement, we were well along in planning for in-person events for March and April 2020. We created a more robust online open house than anticipated, hosted a virtual event, provided significant publicity and communications support for the City, and developed printed materials that were not in our scope of work (islandwide mailer and signs). Labor costs were essentially a wash between the in-person and virtual shifts, but direct expenses for printing were beyond the budget available for this task.</p>	<p>\$7,325</p>
<p>4.2 Gap Analysis <i>(task complete)</i></p>	<p>There are several unscoped efforts represented in the overage for the gap analysis. First, the level of effort to collect, process, and map the City’s existing conditions—including current infrastructure—exceeded the anticipated level of effort by 40+ hours. Many of the data layers needed for the Sustainable Transportation Plan either did not exist or required significant digging to find. Ultimately, we digitized PDFs, created new GIS layers from Excel spreadsheets, and combed through many emails to develop the existing conditions maps and layers that were needed for the gap analysis. Second, the scope indicates 3 supplemental analyses would be completed for the gap analysis; we completed at least 5 analyses, including BLTS, equity analysis, systemic safety analysis, walk/bikesheds, and first/last mile connections to transit. And third, we developed an interactive online map with all these new data layers and analyses that is a new resource for the City of Bainbridge Island.</p>	<p>\$6,655</p>

Task	Description	Cost
4.3 Project Identification	Developing the comprehensive project list also required an unanticipated level of effort. The data layers of planned projects were non-existent, inaccurate, or needed to be refined (similar to the situation with existing infrastructure described in Task 4.2). In addition to the extra time required to identify and map all planned projects, we collected project ideas from the public, the Task Force, and the Technical Advisory Team, managing far more inputs than planned. Nelson\Nygaard also used the results of the gap analysis to develop new projects, which we have continued to vet and refine with the City and the Task Force. Finally, we have coordinated with the AAA subcommittee to develop the AAA network, which has required additional meetings, digitizing new projects, and further revisions to analyses completed in Task 4.2. These efforts have resulted in an excellent and very comprehensive list, but we have far exceeded the budget for this task. We do not have the resources to incorporate feedback and make revisions or finalize the projects in preparation for evaluation.	\$8,385
5.1 Supportive Programs and Policies	As with the Task 4.3, the level of effort required to develop the programs and policies has been significantly more than anticipated. We collected ideas from the public, the Task Force, the Technical Advisory Team, and past and current planning efforts, managing far more inputs than planned. This has resulted in an excellent list, but we have spent 100% of the budget for this task. We do not have the resources to incorporate feedback and make revisions or finalize the programs and policies for inclusion in the Near-Term Action Plan.	\$410
TOTAL		\$47,149

POTENTIAL APPROACHES TO COMPLETE THE PLAN

As mentioned above, more City staff resources will be required to fully deliver the scope of work with the budget remaining. In the sections that follow, we have worked with City staff to identify two options for moving forward. We begin by outlining what can be done within the remaining budget of \$47,000, and then provide an option for work to be done with a recommended level of additional resources.

Please note: We are recommending moving away from developing multiple scenarios as part of Task 6.2. Based on where the project is today and how the work of the Task Force and subcommittees is evolving, we believe a focus on recommended networks is a wiser approach and a better use of time and energy. We would advise considering this path regardless of the status of the budget at this stage of the project.

Within Remaining Budget

With the funds currently remaining in the contract, Nelson\Nygaard can largely finish the technical work of the project. However, we could not fully deliver all scope tasks. The table below illustrates what we believe could be done within existing resources.

Task	Description	Cost
1.2 Project Management	Continue project management meetings and internal team coordination meetings for 4 months (through June 2021).	\$6,000
Tasks 4.3/5.1 Project, Program, & Policy Identification	Complete revisions to projects, programs, and policies, incorporating feedback from City staff, the Task Force, community stakeholders, and Council. This level of effort does not support significant AAA subcommittee coordination.	\$5,000
6.1 Evaluation & Prioritization	Evaluate and prioritize projects, programs, and policies, including 1 round of revisions to initial scores and 1 round of goal-level weighting. The proposed cost is what we included in the contracted budget. Although significant Task Force engagement in this exercise is anticipated, this level of effort does not support rethinking our evaluation approach (to address David Reynolds-Gooch's ideas, for example).	\$9,000
7.1 Package of Priority Investments	Develop final package of recommended investments that combines recommended networks connecting destinations with recommended projects and programs. This task becomes a combination of scenario planning and implementation planning. We suggest moving away from developing multiple scenarios and instead focus on using the results of the evaluation and prioritization to develop a single recommended scenario.	\$10,000

8.1 Near-Term Action Plan	Develop a high-level, graphic, and accessible near-term action plan in InDesign and produce up to 2 short videos (3-5 min each). This is an adjustment to the current scope for the task, which will provide the City with a graphic deliverable that can be repurposed easily and educational videos to help explain the plan and the interactive map. This budget covers revisions based on 1 round of consolidated edits from the City.	\$17,000
TOTAL		\$47,000

Moving forward with the tasks proposed above means there are several elements of the existing scope that would be supported by City staff, as the remaining task budgets would be used elsewhere:

- Developing content for and providing City Council briefings (Task 1.3)
- Meeting (beyond the already completed scope) with the Task Force and Technical Advisory Team (Task 2.2)
- Engaging the community (Engagement #2) and all public communications (Task 2.4 and 2.5)
- Making additional updates to the interactive map and other data management (Task 4.2; scope is complete)
- Establishing and evaluating scenarios (Task 6.2; removed from scope)
- Developing costs and funding projections and phasing recommendations for and drafting the implementation plan (Task 7.2)
- Supporting public review of the Near-Term Action Plan (Task 8.1)

With Additional Resources

The table below outlines our recommendation for advancing the project with additional resources. The “Within Remaining Budget” tasks are assumed to carry into the recommendation (i.e., the recommendation is additive and does not replace the work proposed within the remaining budget). Please refer to the bullets on page 6 and the notes in the “Within Remaining Budget” column for information on assumed transfers of remaining task budgets and scope items that would be supported by City staff in each scenario.

Task	Within Remaining Budget	Additional Budget Recommendation
1.2 Project Management	Project management for 4 additional months (to June) \$6,000	Project management for 3 additional months (to Sept) \$4,500
1.3 Council Briefings	<i>(task supported by the City; remaining budget reallocated to Task 1.2)</i>	Council updates (2) when evaluation is complete and when recommended networks are drafted \$3,000
2.1 Engagement Plan — task complete		
2.2 Task Force Meetings	<i>(existing scope is complete; City staff will host 2 additional meetings, in April and at project conclusion)</i>	Joint meeting (1) with STTF and TAT to review project and program evaluation results and share preliminary recommendations \$6,000
2.3 Engagement #1 — task complete		
2.4 Engagement #2	<i>(task supported by the City; remaining budget reallocated to cover previous out-of-scope work)</i>	--
2.5 Engagement Summary	<i>(task supported by the City; remaining budget reallocated to cover previous out-of-scope work)</i>	--
3.1 Confirm Vision, Goals, & Measures — task complete		
3.2 Evaluation & Prioritization Framework — task complete		
4.1 Existing Plan Review — task complete		
4.2 Gap Analysis	<i>(existing scope is complete)</i>	--

SUSTAINABLE TRANSPORTATION PLAN | ADDITIONAL BUDGET REQUEST
City of Bainbridge Island

Task	Within Remaining Budget	Additional Budget Recommendation
4.3 Project Identification	Complete revisions to projects, programs, and policies (with Task 5.1) \$5,000	Collaborate with City and AAA subcommittee (\$6,000) + pedestrian network subcommittee (\$5,000) to develop more robust networks as part of project revisions \$11,000
5.1 Programs & Policies	<i>See Task 4.3</i>	--
6.1 Evaluation & Prioritization	Evaluate and prioritize projects, programs, and policies, including 1 round of revisions to initial scores and one round of goal-level weighting \$9,000	--
6.2 Develop Scenarios	<i>(task removed from scope of work; remaining budget reallocated to Task 7.1)</i>	--
7.1 Package of Priority Investments	Develop final package of recommended investments that combines recommended networks with recommended projects and programs \$10,000	--
7.2 Costs, Funding, Phasing, and Implementation Plan	<i>(task supported by the City; remaining budget reallocated to cover previous out-of-scope work)</i>	Develop order-of-magnitude costs based on City-provided bid tabs with recommended phasing, identify potential revenue sources, and create implementation plan \$14,000

SUSTAINABLE TRANSPORTATION PLAN | ADDITIONAL BUDGET REQUEST
City of Bainbridge Island

Task	Within Remaining Budget	Additional Budget Recommendation
8.1 Near-Term Action Plan	Create a high-level, graphic, accessible near-term action plan, suitable for printing and web page) plan; develop 1 short (3-5 min) video using near-term action plan graphics and photos to explain the plan's recommendations and 1 video to provide a tutorial of the interactive map \$17,000	
TOTAL	\$47,000 (existing funds remaining)	\$38,500 (additional)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Nelson\Nygaard Consulting Associates, Inc., a California State corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with preparing sustainable transportation planning; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until **February 28, 2021**, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services:

Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of two hundred sixty-eight thousand dollars (\$268,000.00);

Fixed Sum: a total amount of \$_____;

Other: \$_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project shall be the subject of a separate invoice. Invoices shall show task level detail. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that 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, and volunteers, the Consultant's liability, including the duty and cost to defend 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

Commercial General Liability as described in **Attachment B**.

Professional Liability as described in **Attachment B**.

Automobile Liability as described in **Attachment B**.

Workers' Compensation as described in **Attachment B**.

None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant: Nelson\Nygaard Consulting Associates, Inc.
2 Bryant Street, Suite 300
San Francisco, CA 94105
Attention: Managing Director

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

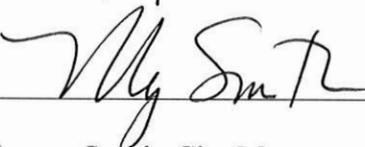
NELSON\NYGAARD
CONSULTING ASSOCIATES, INC.

CITY OF BAINBRIDGE ISLAND

Date: 2/6/2020

Date: 1/17/20

By: 

By: 

Name Tom Bacus

Morgan Smith, City Manager

Title Director of Operations

Tax I.D. # 58-2592493

City Bus. Lic. # UBI #602201401

ATTACHMENT A SCOPE OF SERVICES

SCOPE OF WORK

Bainbridge Island Sustainable Transportation Planning

November 21, 2019

Definitions:

- *City – City of Bainbridge Island Project Manager*
- *Consultant – Nelson\Nygaard and EnviroIssues*
- *PTAT – Project Technical Advisory Team (internal City of Bainbridge Island staff)*
- *PAC – Project Advisory Committee*

TASK 1 PROJECT KICKOFF, MEETINGS, AND ONGOING MANAGEMENT

Task 1.1 Project Kickoff

A project kickoff meeting will be held with the Consultant team and the City of Bainbridge Island Project Technical Advisory Team (PTAT) to discuss goals, expectations, key issues, and communications protocols to ensure a smooth project from start to finish. Specific tasks to be included in this meeting are the following:

- Discuss project goals, potential obstacles, logistics, and key decision makers
- Finalize the project timeline
- Establish roles, communication protocols, and expectations; discuss invoice requirements
- Confirm plans and future projects for review (Task 4.1)
- Discuss available sources of data for existing conditions analysis; begin a discussion of network criteria and remaining data needs
- Identify key stakeholders and composition of Project Advisory Committee (PAC)
- Discuss the public engagement strategy and outreach formats, schedule, and key events for inclusion in the Engagement Plan (Task 2.1); identify social media strategies and existing outlets

Task 1.2 Bi-Weekly Calls and Ongoing Project Management

The Consultant team will work with the PTAT to set up standing 45-minute calls every other week. On each call, the Consultant will discuss current project work, upcoming tasks, or deliverable review. The Consultant PM and the City PM will maintain regular contact throughout the project to ensure day-to-day management is smooth and coordinated. The Consultant will submit monthly invoices and progress reports throughout the project.

Task 1.3 City Council Meetings

The Consultant team and the City PM will provide quarterly updates to City Council at key project milestones. The project team anticipates engaging the Council shortly after project kickoff to inform development of the engagement strategy, confirm project goals, and advise on development of objectives, performance measures, and potential evaluation criteria (Task 3). The second check-in will follow the review of existing plans and completion of the gap analysis, and the third will occur after initial evaluation and project prioritization to inform scenario development (Task 6.1). The final Council meeting will involve review of costs, funding, phasing, and the implementation plan (Task 7.2) to inform development of the near-term action plan (Task 8). Up to eight additional meetings with Council are budgeted for monthly updates.

City Deliverables:

- Planning for kickoff meeting; provide kickoff meeting space
- Scheduling, coordination, and submittal of materials for City Council meetings

Consultant Deliverables:

- Kickoff summary notes with decisions made, project schedule, and data requested
- Bi-weekly call agendas and summary notes (assuming a 12-month project duration)
- Monthly invoices and progress reports
- Presentations and materials for up to twelve (12) City Council meetings

TASK 2 COMMUNITY OUTREACH AND ENGAGEMENT

Task 2.1 Develop Engagement Plan

The success of the Sustainable Transportation Plan will hinge on inclusive community engagement and consensus. The Consultant will integrate public and stakeholder participation throughout the planning process to ensure that the project reflects the shared values, needs, and priorities of the community. Shortly after the project kickoff meeting, our team will finalize the community engagement plan that details:

- Outreach objectives
- Key messages and communication strategies
- Potential stakeholders
- Proposed outreach event locations, dates, and times

We anticipate working with the City of Bainbridge Island to finalize the Engagement Plan. We will use a variety of approaches to connect with residents and stakeholders.

Task 2.2 Advisory Committee Meetings

The City Project Manager and PTAT will invite and appoint a PAC to guide development of the Sustainable Transportation Plan and ensure that the project benefits from strong support, feedback, and stewardship throughout the planning and implementation process. The PAC will meet no more than six (6) times throughout the duration of the project. The committee will be comprised of community members and stakeholders with a focus on including underrepresented groups such as youth, older adults, people with disabilities, and low-income populations on Bainbridge Island as well as inter-agency stakeholders, including Kitsap Transit, WSDOT, and

Washington State Ferries. Committee meetings will be designed to solicit information that responds to core questions and to allow open-ended conversation.

Task 2.3 Engagement 1: Sustainable Transportation Goal Confirmation, Needs, and Priorities

Phase 1 engagement will focus on confirming plan goals and gathering community feedback on the top mobility priorities for the Sustainable Transportation Plan. This input will inform the development of plan objectives and evaluation criteria to flesh out plan goals. Understanding what goals tangibly mean to community members and how investments can improve their day-to-day mobility experiences will inform how investments are prioritized through the plan.

Engagement will be proactively inclusive, employing targeted strategies to gather feedback from voices typically underrepresented in planning processes, such as youth, older adults, people with disabilities, and low-income populations.

Phase 1 engagement includes the following strategies:

- One (1) community open house to kick-off the project
- Online open house and survey following the in-person open house
- Three (3) pop-up engagement events at pre-existing community events focused on reaching traditionally underrepresented communities
- Outreach-in-a-box for stakeholder and community organizations to engage their member networks on sustainable transportation values and priorities
- Associated engagement materials development, including project information for posting on City-hosted project website

Task 2.4 Engagement 2: Feedback on Priority Projects, Programs, and Policy Packages

Following initial project and program prioritization (Task 6), the Consultant team in partnership with the PTAT and PAC will conduct a second round of engagement to gather feedback on initial prioritization results. Evaluation results will be presented as packages of goal-focused, high-priority projects, programs, and policies, with the mix of investments maximizing benefit to achieve plan goals.

The intent of the second phase of engagement is to confirm whether the mix of priority projects, programs, and policies accurately reflect and advance the community’s top mobility needs. This round of engagement will also gather feedback on the timing and phasing of investments (e.g., What do we invest in first with limited resources?).

Through PAC feedback, and both digital/online and limited in-person engagement, the Consultant will design and administer a trade-off exercise where participants must choose how to spend a limited amount of money in the first five years to implement plan priorities and advance the Island’s sustainable transportation goals.

Figure 1 Example of engagement materials for feedback on objectives and performance measures (North Downtown Mobility Action Plan)



Figure 2 Sample engagement materials depicting project scoring based on plan goals (North Downtown Mobility Action Plan)



Phase 2 engagement includes the following strategies:

- One (1) open house—co-hosted by the PAC and Council—to engage in a trade-off exercise
- Online open house and survey to replicate trade-off exercise and pop-up questions
- Three (3) pop-up engagement events at pre-existing community events focused on reaching traditionally underrepresented communities
- Outreach-in-a-box for stakeholder and community organizations to engage their member networks on prioritized investments
- Associated engagement materials development, including project information for posting on City-hosted project website

Task 2.5 Engagement Summary

The Consultant will summarize the community feedback received throughout the project in a brief memo. The memo will include the compilation of feedback received during in-person engagement, online survey responses, and feedback from outreach-in-a-box engagement led by stakeholders. Engagement results and feedback will be also be featured prominently in the Near-Term Action Plan (Task 8).

City Deliverables:

- Invitations, coordination, and scheduling with PAC members
- Space reservations and logistics support for open house and engagement events
- Staffing for events and meetings
- City website for project

Consultant Deliverables:

- Community engagement plan
- Event plan, presentation, activities, supporting materials, and staffing for open houses
- Supporting materials and staffing for three pop-up engagement events at pre-existing community events

- Outreach-in-a-Box kit
- Online open house and surveys
- Engagement Summary Memo

TASK 3 GOALS AND EVALUATION FRAMEWORK

Task 3.1 Confirm Vision, Goals, and Performance Measures

Building upon the Council-established goals for the Sustainable Transportation Plan (see draft goals below), the Consultant will work with the City Project Manager, PTAT, and PAC to identify a preliminary set of objectives and performance measures to operationalize the goals. The vision and goals will serve as a foundation for the development of the Sustainable Transportation Plan. The development of the objectives and performance measures will be supported by a community engagement effort to understand what these goals mean to members of the Bainbridge Island community (Task 2.3).

- Goal 1: Present a unifying vision for the future of transportation on Bainbridge Island
- Goal 2: Create a holistic, inclusive definition of sustainable mobility with a suite of practical solutions
- Goal 3: Integrate the island’s transportation and land use visions
- Goal 4: Complete missing links and make first/last mile connections
- Goal 5: Build a toolbox of facility types and solutions tailored to people of all ages and abilities and the island’s unique contexts
- Goal 6: Demonstrate transparent decision-making based on community values, with a clear link to implementation planning, investments, and subsequent funding requests

Task 3.2 Evaluation and Prioritization Framework

The Consultant will integrate community feedback on mobility needs and priorities as well as the plan objectives and performance measures into a weighted project prioritization framework to screen projects. Evaluation criteria will be established for each plan goal to elevate investments that deliver the highest value in advancing the Sustainable Transportation Plan vision. Evaluation criteria weighting will be consistent with community priorities and top needs expressed during Phase 1 engagement, and the PAC will advise on the final weighting of project prioritization framework.

Consultant Deliverables:

- Goals, Objectives, and Performance Measures memo
- Evaluation and Prioritization Framework memo

TASK 4 INVENTORY OF EXISTING CONDITIONS, PROJECTS, AND GAPS

Task 4.1 Existing Plans and Future Projects Review

To build upon the extensive planning work done by the City and Bainbridge Island community members, the Consultant will review existing plans and studies. The focus will be on identified/planned projects, unmet mobility needs, and existing conditions, including island-wide travel patterns, current/planned networks and facilities, multimodal performance and use metrics, and current/future land use characteristics. The Consultant will

assemble a cohesive, comprehensive inventory of plans completed and projects identified, supplemented by an assembly of existing conditions. This inventory of plans and projects will be analyzed and prioritized in the following tasks.

Existing plans and studies for review include:

- Island-wide Transportation Plan (ITWP) (2017)
- Climate Action Plan (CAP)
- Olympic Drive Non-Motorized Improvements Project (2014 and under construction in 2019)
- Bainbridge Island Comprehensive Plan (2017)
- Kitsap Transit Comprehensive Route Analysis (2019)
- SR 305 Safety Improvements Project (ongoing)
- Existing bicycle, pedestrian, and paved trail facilities
- Programmed and planned bicycle, pedestrian, and paved trail facilities
- Recent and future land use planning efforts

Task 4.2 *Gap Analysis*

The Consultant will analyze the comprehensive inventory of planned networks and projects identified in previous planning efforts based on their alignment with Sustainable Transportation Plan goals and objectives to reveal any gaps where existing plans and projects do not address priority needs and goals. Based on the priorities expressed by the community during Phase 1 engagement and solidified in the evaluation framework (Task 3.2), the Consultant will work the PTAT to determine supplementary analyses necessary to identify projects to fill gaps and address plan goals.

Supplementary analyses could include approximately three (3) of the following (up to a not-to-exceed budget amount as indicated in the attached budget):

- Equity analysis to understand where low-income populations, youth and older adults, and communities of color may experience mobility barriers or disproportionate burden
- Systemic safety analysis: collision patterns and analysis of roadway factors commonly present in collisions involving people walking and bicycling
- Analysis of travel patterns and commute trips by mode
- Travel demand index based on current and future land use analysis
- First/last mile connections to transit
- Transit ridership, travel sheds, and new mobility opportunities
- Bicycle level of traffic stress, pedestrian level of comfort

Task 4.3 *Project Identification*

Informed by the supplementary analyses, the Consultant will identify additional projects or areas of investment to address gaps and advance plan goals. Potential new projects will be reviewed and vetted with both the PTAT and PAC.

City Deliverables:

- Assembly and transmittal of all plans and projects for Consultant review

- Other data needs as requested

Consultant Deliverables:

- Comprehensive matrix/database of plans and projects identified to date
- Gap analysis memo documenting initial findings on planned networks and project alignment with Sustainable Transportation Plan goals
- Supplementary analysis to identify investments to fill gaps
- Updated matrix/database of projects for screening and evaluation

TASK 5 PROGRAMS AND POLICIES

Task 5.1 Supportive Programs and Policies

In addition to the projects and network investments identified in previous plans and the new projects identified during the Gap Analysis, the Consultant will assemble a list of supportive programs and policies to meet plan goals and address mobility needs and priorities expressed during community feedback. Programmatic investments will be included in initial project prioritization to gauge alignment and return on investment in advancing plan goals. Potential programs and policies for the Sustainable Transportation Plan could include:

- Vision Zero policy and supportive programs
- Safe Routes to School program
- Safety education and encouragement programs
- Parking pricing, residential parking permit program, and/or elimination of parking minimums
- Multimodal level of service, transportation impact fees, and concurrency policy assessment and revision recommendations
- Transportation demand management program
- Transit investments including speed and reliability improvements, first/last mile transit access program, and formal partnerships with local transit agencies for implementation

Consultant Deliverables:

- Supportive Programs and Policies memo aligned with community feedback and plan goals

TASK 6 PRIORITIZATION AND SCENARIO DEVELOPMENT

Task 6.1 Evaluation and Prioritization of Projects, Programs, and Policies

The Consultant will use the evaluation framework developed in Task 3 to score each project, program, and policy identified from previous plans (Task 4.1) and through the gap analysis and project identification (Tasks 4.2 and 4.3). The scores will be reported in tiers—rather than as absolutes—to help PTAT and PAC understand which investments can help to make the most progress toward specific goals. The results of this evaluation will be used to create goal-focused scenarios.

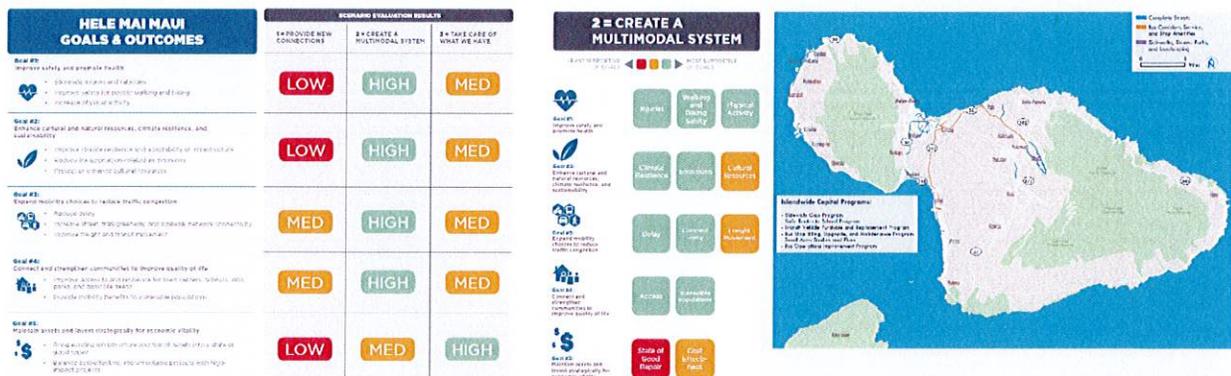
Task 6.2 Develop Scenarios

The Consultant will develop three scenarios, focused on different plan goals and maximizing different types of investments, to convey the opportunities presented in the Sustainable Transportation Plan. These three scenarios will be distinct in scale and approach and will form the basis of Phase 2 engagement. The intention of depicting a mix of investments as scenarios is to frame a community conversation about trade-offs and using investments to emphasize priorities. Each scenario will include a mix of projects, programs, and policies and will be communicated graphically with maps and icons to support public review (see Figure 3).

Consultant Deliverables:

- Matrix of project and program evaluation scores by tier
- Draft and final memo with descriptions and supporting graphics for three (3) scenarios

Figure 3 Example of scenarios depicting mixes of investments with different emphases on plan goals (Hele Mai Maui Long-Range Transportation Plan)



TASK 7 IMPLEMENTATION PLAN

Task 7.1 Final Package of Priority Investments

Following Phase 2 engagement, the Consultant will work with the PTAT and PAC to assemble the final package of priority investments. This final package will likely be a hybrid of the three scenarios developed in Task 6.2. Changes between the initial project prioritization and scenarios and the final package will be documented as part of the Sustainable Transportation Plan.

Task 7.2 Costs, Funding, Phasing, and Implementation Plan

Planning-level costs will be developed for the final priority package of projects, programs, and policies to inform the implementation plan and phasing. The Consultant will work with the PTAT to establish a realistic amount of financial and human resources to inform the timeframe and amount of investment per year for the implementation plan. The Consultant will inventory potential implementation partners and local, state, federal and grant-based funding sources to support Sustainable Transportation Plan implementation.

City Deliverables:

- Identification of available resources

Consultant Deliverables:

- Final package of priority investments per plan goal with planning-level costs

- Implementation Plan memo with funding, phasing, and partnerships

TASK 8 NEAR-TERM ACTION PLAN

Task 8.1 *Near-Term Action Plan*

The Consultant will create a highly visual public-facing Near-Term Action Plan detailing the first five years of Sustainable Transportation Plan implementation. This document will function as a robust executive summary and vision document rather than as a comprehensive master plan. All deliverables from previous tasks will be available to the public as supporting appendices.

The Near-Term Action Plan will visually depict the plan development process, including documenting community feedback received along the way. Central to the Near-Term Action Plan will be the highest priority investments that are needed to make the most progress toward plan goals in the first five years.

In collaboration with PTAT and the PAC, the Consultant will select one priority project, program, and policy (three highlights total) to develop and depict in further detail in the Near-Term Action Plan as marquee investments.

City Deliverables:

- Identification of highest-priority project, program, and policy as features in Near-Term Action Plan
- One set of non-conflicting comments on the draft Near-Term Action Plan

Consultant Deliverables:

- Draft and final Near-Term Action Plan (no more than 20 pages/10 spreads of highly graphic content) with detailed highest-priority investments (three total)

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

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, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The City shall be named as an additional insured under Consultant's Automobile Liability policy.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations Aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies, except for Professional Liability insurance. However, in the event of a claim, the Consultant shall provide a certified copy of the required Professional Liability insurance policy to the City.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella

liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on February 6, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Nelson\Nygaard Consulting Associates, Inc., a California State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with preparing sustainable transportation planning; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the spread of COVID-19 in Washington State; and

WHEREAS, on March 8, 2020, the Kitsap Public Health District was notified of the first Kitsap County resident testing positive for COVID-19, an individual residing on Bainbridge Island; and

WHEREAS, on March 9, 2020, the City Manager, as the executive head of the City for purposes of emergency management, issued a Proclamation of Emergency in response to the COVID-19 public health emergency; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the Proclamation of Emergency; and

WHEREAS, the COVID-19 public health emergency has significantly disrupted City operations; and

WHEREAS, due to the disruption caused by the COVID-19 public health emergency, the City now desires to extend the term of the Agreement and temporarily suspend the Consultant’s work under the Agreement.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:
 - A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~February 28, 2021~~ December 31, 2021, unless sooner terminated by either party as provided below.
2. Attachment A, Scope of Services, is hereby amended to omit the submitted project schedule. The Consultant shall stop all work under the Agreement and shall perform no further work under the Agreement until the City has issued a written Notice to Proceed. An updated project schedule will be produced by the Consultant within five working days after the Notice to Proceed is issued by the City.

Prior to the execution of Amendment No. 1 to this Agreement, the Consultant has produced drafts of the following deliverables to the City:

- a) Community Engagement Plan (Task 2.1).
- b) Event Plan, Presentation, Activities, and Supporting materials for Engagement 1 (Task 2.3); and
- c) Existing Plans and Future Projects Review (Task 4.1).

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

NELSON\NYGAARD
CONSULTING ASSOCIATES, INC.

CITY OF BAINBRIDGE ISLAND

Date: 4/22/2020

Date: 4/23/2020

By: 

By: 

Name Tom Bacus

Morgan Smith, City Manager

Title Director of Operations

Tax I.D. # 58-2592493

City Bus. Lic. # UBI# 602-201-401



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME:

AGENDA ITEM: Proclamation and Recognition Policy Council Ad Hoc Committee

SUMMARY: At the April 6, 2021 City Council meeting, the Council passed a motion to form an ad hoc committee to develop a recommended policy on proclamations and recognition of residents. The attached ad hoc committee form documents the committee.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: City Council

RECOMMENDED MOTION: Approve ad hoc committee form with the Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Proclamation and Recognition Policy Council Ad Hoc Committee.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Ad Hoc Committee Formation Request Form

REQUEST DATE: REQUESTED BY:

PROCEDURAL AUTHORITY/GOVERNANCE MANUAL REFERENCE(S):

NAME OF PROPOSED COMMITTEE:

PURPOSE/SCOPE OF WORK:

SPECIAL TASK DELIVERABLES (RECOMMENDATIONS, REPORTS, ETC.):

LINK TO CITY COUNCIL/DEPT. WORK PLAN:

REPORTS TO: CITY COUNCIL CITY MANAGER ANTICIPATED SUNSET DATE:

PUBLIC PARTICIPATION/EDUCATION REQUIRED: YES NO STAFF SUPPORT REQUIRED: YES NO

FORM OF STAFF SUPPORT NEEDED:

CITY MANAGER'S COMMENTS:

MEMBERS:

PROPOSED MOTION:

DATE ACTION TAKEN:



CITY OF
BAINBRIDGE ISLAND

PROCLAMATION AND RECOGNITION POLICY COUNCIL AD HOC COMMITTEE

SCOPE OF WORK

- Develop and bring back for Council consideration a proposal for City policy and procedures related to proclamations and citizen recognition



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME:

AGENDA ITEM: 2021 Road Striping Contract Award - Public Works,

SUMMARY: The 2021 Annual Road Striping contract is for road striping services on various roads island-wide. See Attachment D for list of roads.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$117,277.70
Ongoing Cost:	
One-Time Cost:	\$117,277.70
Included in Current Budget?	Yes

BACKGROUND: This work includes road striping on approximately eighty (80) miles of roadway totaling 1,013,648 linear feet of paint stripe and other miscellaneous traffic marker improvements. See attached striping list.

Bids were solicited through the MRSC Small Works Roster process, and the City received three bids. See attached bid form.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the 2021 Road Striping project to the apparent low bidder, Stripe Rite Inc. in the amount of \$117,277.70.

ATTACHMENTS:

[Road Striping 2021 - Final - CONTRACT.docx](#)

[2021 Road Striping Bid Form.docx](#)

[Attachment D Road List.pdf](#)

FISCAL DETAILS: There is \$180,000 budgeted in the Streets fund for this work with no expenses incurred to date.

Fund Name(s): Streets Fund

Coding:

**CITY OF BAINBRIDGE ISLAND
SMALL WORKS ROSTER CONTRACT**

THIS SMALL WORKS ROSTER CONTRACT (“Contract”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Stripe Rite, Inc., a Washington corporation (“Contractor”). In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (the “Parties”) agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the **2021 Road Striping Project** (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Attachment A)
- Insurance Requirements (Attachment B)
- Amendments to the Standard Specifications and Special Provisions (Attachment C)
- 2021 Road List (Attachment D)
- Declaration of Retainage
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>)
- Guarantee Form
- Certification of Compliance with Wage Payment Statutes

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within twenty-one (21) calendar days from the City’s issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed One Hundred Seventeen Thousand, Two Hundred Seventy-Seven Dollars and Seventy Cents (\$117,277.70), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. **THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.**

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

5.2 Liability for Damages Caused by Concurrent Negligence. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

5.3 Inspection and Acceptance. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of chapter 19.122 RCW. The Contractor shall be responsible for compliance with chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Correction of Defects. The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City’s mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

10. Change Order/Contract Modification.

10.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.

10.2 Change Orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City

within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

10.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

10.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

10.5 Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

10.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

11. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the

applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

12. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

13. Insurance. The Contractor shall maintain insurance as follows:

Commercial General Liability as described in Attachment B.

Automobile Liability as described in Attachment B.

Workers' Compensation as described in Attachment B.

Builders Risk as described in Attachment B.

Contractors Pollution Liability as described in Attachment B.

14. Payment and Performance Bonds. The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.

15. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days' written notice to the Contractor.

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract

exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

16. Attorney's Fees and Costs. If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

17. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

18. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

19. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

20. Relationship of Parties. The parties intend that an independent contractor relationship will be created by this Contract. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. 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 Contractor or its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

21. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

22. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

23. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

STRIPE-RITE, INC.
CONTRACTOR

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Ellen Schroer, Interim City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

CITY CONTACT:

Joel Goodwin
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206.780.3583
Fax: 206.780.5104

CONTRACTOR CONTACT:

Print Name: _____
Address: _____

Phone: _____
Fax: _____
Contractor License #: _____
(If this is a new contractor or if the Contractor
has never conducted work with the City, a W-9
form must be attached to this Contract.)

ATTACHMENT A
PROJECT – SCOPE OF WORK
2021 ROAD STRIPING

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and the Special Provisions outlined in Attachment C, all of which are made a part of the Contract Documents, shall govern all of the work. The terms of the Contract shall govern in the event of a conflict with the terms of the Standard Specifications, as amended, or with the terms of the Special Provisions.

The Contractor shall complete the road striping, road markings and other related work listed in the “2021 Road List” Attachment D.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**ATTACHMENT C
SPECIAL PROVISIONS**

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Bainbridge Island Design and Construction Standards

Contractor shall obtain copies of these publications, at Contractor's own expense.

**Division 1
General Requirements**

DESCRIPTION OF WORK

(March 13, 1995)

Approximately 80 miles of island wide road striping and other traffic marking activities, all in accordance with the Contract Documents.

1-01.3 Definitions
(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	n/a	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	n/a	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's

Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.13 Irregular Proposals
(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

- A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating

circumstances and such circumstances are deemed acceptable to the Contracting Agency

- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria.

Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

Award and Execution of Contract

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the

Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Revise the second paragraph to read:

Except as otherwise provided in the Contract Documents, any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work

corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

Add the following new section:

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP, may not be used on FHWA funded projects)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Control of Material

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be

intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system;

and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

(January 2, 2012)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(WSDOT January 5, 2015)

Lane closures are subject to the following restrictions:

Lane restrictions shall be held to a minimum time and length needed for each operation. If the Engineer determines that the lane restrictions are causing congestion, the Contractor will be required to open all lanes to traffic until the congestion is eliminated.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights and sirens. The Contractor shall alert all flaggers and personnel of this requirement. If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

The following roadways maybe reduced to one-way within the active construction area:

- Wyatt Way NW maybe reduced to one westbound lane of one-way travel
- Wyatt Way NW west of Lovell maybe closed to through traffic only during underground utility relocation
- Madison Ave N maybe reduced to one northbound lane of one-way travel
- Grow Ave NW maybe reduced to one southbound lane of one-way travel
- Lovell Ave NW maybe reduced to one northbound lane of one-way travel

Twenty four (24) hour access to all residences shall be maintained at all times. If the Contractor must restrict access to these homeowners for work elements that are unavoidable, the Contractor must provide homeowners with a minimum of 48-hour notice before restricting or eliminating their access.

Access to business property adjacent to the intersection of Wyatt Way NW and Madison Ave N shall be maintain during business hours.

All work within the traveled way shall be limited to working hours of 7:30 am to 4:00 pm Monday thru Friday unless otherwise approved by the Engineer.

1. Contractor shall develop public information and communication materials for the project for distribution by the City to local residents and businesses. The material should include: project

- area, working hours, work to be completed, traffic control, etc.
2. Working hours for weekends are 8:00am to 6:00pm on Saturday. No construction will be allowed on Sunday.
 3. Lane closures are not allowed on any of the following unless otherwise agreed to by the Engineer:

A holiday;

A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday;

After 12:00pm on the day prior to a holiday or holiday

weekend; and Before 12:00pm on the day after the

Holiday or holiday weekend.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;

2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

Subcontracting

Section 1-08.1 is supplemented with the following:

(June 3, 2021)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

Progress Schedule

1-08.3 Progress Schedule

Section 1-08.3 is supplemented with the following:

(*****)

The Contractor shall provide daily progress updates when working and prior to leaving the site that include a list of roads painted and raised pavement markers installed with quantities used. The daily progress update form and submittal shall be agreed upon during the pre-construction meeting.

Prosecution of Work

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

Time for Completion

Section 1-08.5 is supplemented with the following:

(*****)

The project's first working day shall be July 1, 2021 or earlier. The project's Physical Completion date shall be September 1, 2021 or earlier.

Measurement and Payment

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

Temporary Traffic Control

Measurement

Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

Division 8 Miscellaneous Construction

8-09 Raised Pavement Markers

Section 8-09 is supplemented with the following:

(*****)

Raised Pavement Marker shall be removed in accordance with Attachment D.

8-22 Pavement Marking

Section 8-22.3(1) is revised to read:

The Contractor shall pre-mark each installation of pavement marking materials prior to application, except when existing markings are visible. The pre-marking shall be a guide in placing the pavement markings. Placement of the pavement marking materials shall not be performed until the pre-marking has been inspected and approved by the Engineer.

Section 8-22.3(3)D is supplemented with:

(*****)

Broken or "Skip" lines length and spacing shall match existing painted markings.

Section 8-22.3(3)F is supplemented with:

(*****)

Pavement markings shall be applied at 15 mils base line wet thickness measured above the pavement surface or above the groove bottom for grooved markings in thousandths of an inch (mils).

Prior to the starting work the Contractor shall run a test paint line with the Engineer present to measure and confirm the mils thickness is being met. Following confirmation and approval by the Engineer that the mils thickness standard is being met the Contractor shall start painting. Any paint line during the project that is found not to meet the thickness standard shall be repainted at no cost to Owner.

Section 8-22.3(4) is supplemented with:

(*****)

The installed pavement marking material shall have a uniform thickness and smooth surfaced cross-section throughout its entire length.

The Contractor shall be responsible for removing all pavement marking materials spilled on the road surface by a method acceptable to the Engineer.

Section 8-22.3 (6) is replaced with:

(*****)

Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Hydroblasting shall be used to remove the painted markings as the only method allowed. If in the opinion of the Engineer, the pavement is materially damaged by the pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(3).

Division 9 Materials

9-34 Pavement Marking Material

Section 9-34.2 is modified as follows:

Center line, edge lines, and painted wide lines shall be Low VOC Waterborne Paint.

**Attachment D
Road List**

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Remove Plastic Traffic Marker (EA)	Remove Painted Traffic Marking (EA)
Agate Pass Road	3,485	0	0	0	0	0	0	0
Agatewood Road	1,600	0	0	0	0	0	0	0
Agate Point Road	3,229	0	0	0	0	0	0	0
Arrow Point Drive	9,504	0	0	0	0	0	0	0
Baker Hill Road	10,666	21,332	0	0	0	0	0	0
Battle Point Drive	10,930	0	0	0	0	0	0	0
Bayhill Road	350	0	0	0	0	0	0	0
Bergman Road	2,817	0	0	0	0	0	0	0
Birkland Road	0	0	0	0	0	0	0	1
Bjune Drive	302	1,641	0	0	0	0	0	0
Blakely Avenue	15,840	31,680	0	0	0	0	0	0
Blakely Hill Road	4,224	100	0	100	65	0	0	0

Brien Drive	0	988	0	0	0	0	0	0
Bucklin Hill Road	5,333	10,666	3,900	0	0	0	1	0
Byron Drive	1,297	0	0	0	0	0	0	2
Cave Avenue	0	0	0	0	0	0	0	0
Cherry Avenue	2,400	0	0	0	0	0	0	0
Commodore Lane	1,984	0	0	0	0	0	0	0
Cosgrove Avenue	0	0	0	0	0	0	0	0
County Park Road	0	0	0	0	0	0	0	0
Country Club Road	8,976	0	0	0	0	0	0	0
Crystal Springs Drive	9,194	0	0	0	0	0	0	0
Day Road	12,461	24,922	0	0	0	0	0	1
Dingley Road	774	1,548		0	0	0	0	0
Dolphin Drive	2,640	0	0	0	0	0	0	0
Eagle Harbor Drive	12,725	25,450	0	0	0	0	0	0
Emerald Way	0	0	0	0	0	0	0	1

Ericksen Avenue	2,600	10,750	4,992	0	0	0	0	0
Euclid Avenue E	7,603	0	0	0	0	0	0	2
Falk Road	2,763	0	0	0	0	0	0	0
Ferncliff Avenue	8,818	9,874	7,300	0	0	0	23	0
Fletcher Bay Road	12,091	22,722	1,460	0	0	0	0	0
Finch Road	2,640	3,822	1,600	0	0	0	2	0
Fort Ward Hill Road	7,973	4,934	0	0	0	0	0	0
Foster Road	1,954	0	0	0	0	0	0	2
Frey Road	1,320	0	0	0	0	0	0	0
Grand Avenue	4,752	7,104	2,520	0	0	0	0	0
Grow Avenue	4,150	8,300	0	0	0	0	0	0
Hansen Road	0	0	0	0	0	0	0	1
Halls Hill Road	3,854	0	0	0	0	0	0	0
Harborview Drive	2,587	0	0	0	0	0	0	0
Henderson Road	4,013	0	0	0	0	0	0	0
Hidden Cove Rd	11,088	22,176	0	0	0	0	0	2

High School Road	7,260	16,592	9,355	0	0	272	2	0
Ihland	0	0	0	0	0	0	0	0
Komedal Road	2,429	0	0	0	0	0	0	1
Koura Road	7,248	16,684	0	0	0	0	0	0
Lafayette Avenue	3,960	7,920	0	0	0	0	0	0
Lofgren Road	1,901	3,802	0	0	0	0	0	0
Lovegren Road	2,563	0	0	0	0	0	1	0
Lovell Avenue	2,640	5,280	0	0	0	0	0	0
Lynnwood Center Road	6,653	10,660	2,646	0	0	0	0	0
Madison Avenue & Madison Ave. N	22,326	35,452	15,984	0	0	330	5	1
Mandus Olson	2,590	0	0	0	0	0	0	0
Manitou Beach Road	8,501	17,002	0	0	0	0	0	0
Manzanita Avenue	5,280	0	0	0	0	0	0	0
McDonald Avenue	2,323	0	0	0	0	0	0	1
Miller Road	15,101	30,202	0	0	0	0	1	0
Moran Road	2,904	5,808	0	0	0	0	0	0

Murden Cove	1,848	0	0	0	0	0	0	0
Nakata Place	0	0	0	0	0	0	0	0
New Brooklyn Road	10,666	19,373	1,959	0	0	0	0	0
New Sweden Avenue	3,907	0	0	0	0	0	0	0
Nicholson Place	0	0	0	0	0	0	0	0
North Street	528	0	0	0	0	0	0	0
Oddfellow Road	2,904	5,808	0	0	0	0	0	1
Old Creosote Drive	3,653	0	0	0	0	0	0	0
Old Mill Road	5,280	0	0	0	0	0	0	0
Olympic Terrace	2,798	0	0	0	0	0	0	0
Parfitt Way	3,640	0	0	0	0	0	0	0
Park Avenue	1,742	3,484	0	0	0	0	0	0
Peterson Hill Road	1,320	0	0	0	0	0	1	1
Phelps Road	8,026	16,052	6,060	0	0	0	0	2
Pleasant Beach Drive	6,970	13,940	920	0	0	0	0	0

Point White Drive	8,026	16,052	0	0	0	0	0	0
Ralston Road	581	0	0	0	0	0	0	0
Rockaway Beach Road	5,280	0	0	0	0	0	0	0
Rose Avenue	1,584	0	0	0	0	0	0	1
Sands Avenue	2,534	0	0	0	0	0	0	3
Seabold Road	400	0	0	0	0	0	0	0
Seabold Church Road	581	0	0	0	0	0	0	0
Spragur Road	0	0	0	0	0	0	0	1
South Beach Road	3,168	0	0	0	0	0	0	0
Sportsman Club Road	8,606	17,212	0	0	0	0	1	0
Springridge Road	5,966	0	0	0	0	0	0	2
Sunrise Drive	15,787	31,574	0	0	0	0	0	1
Tani Creek Road	0	0	0	0	0	0	0	1
Taylor Avenue	6,791	0	0	0	0	0	0	0
Toe Jam Hill Road	7,920	0	0	0	0	0	0	0

Tolo Road	326	0	0	0	0	0	0	0
Torvanger Road	1,320	0	0	0	0	0	0	1
Valley Road	2,587	5,174	0	0	0	0	0	0
Vincent Road	2,734	0	0	0	0	0	0	0
Wallace Way	1,320	2,640	0	0	0	0	0	0
Ward Road	0	0	0	0	0	0	0	1
Wardwell Road	286	572	0	0	0	0	0	0
Washington Avenue	0	0	0	0	0	0	0	0
Weaver Road	3,117	0	0	0	0	0	0	0
West Port Madison Road	5,333	0	0	0	0	0	0	0
Wing Point Way	6,500	4,500	3,240	0	0	0	0	0
Wing Point Road	1,145	2,290	0	0	0	0	0	0
Winther Road	1,320	0	0	0	0	0	1	0
Winslow Way	3,676	2,774	1,900	0	0	0	0	0
Wood Avenue	1,742	0	0	0	0	0	0	0
Wyatt Way	5,280	30,768	1,500	0	0	0	3	0

Yeomalt Place	0	0	0	0	0	0	0	1
Yaquina Avenue	3,168	0	0	0	0	0	0	0
3-T Road	890	0	0	0	0	0	0	0
Total	453,866	529,624	65,336	100	65	602	41	31

Declaration of Option for Management of Statutory Retained Percentage Under Chapter 60.28 RCW

The Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing the Contractor’s signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section. The Contractor may also have some or all of the retained percentage released by tendering a retainage bond acceptable to the Owner (City of Bainbridge Island) in accordance with RCW 60.28.011(6).

I hereby elect to have the retained percentage of this Contract **HELD IN A FUND** by the City of Bainbridge Island (“City”) in accordance with RCW 60.28.011(4)(a).

Date: _____ Signed: _____

I hereby elect to have the City deposit the retained percentage of this Contract in an **INTEREST BEARING ACCOUNT** in accordance with RCW 60.28.011(4)(b).

Date: _____ Signed: _____

I hereby elect to have the City **PLACE IN ESCROW** the retained percentage of this Contract in accordance with RCW 60.28.011(4)(c). If this option is chosen, the Contractor must designate a repository acceptable to Owner as follows:

I hereby designate _____ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow.

Date: _____ Signed: _____

I hereby elect to tender a retainage bond for some or all of the retained percentage in accordance with RCW 60.28.011(6). Such bond shall be issued by a surety accepted for business in this state by the Washington Insurance Commissioner and with an A.M. Best rating of at least B plus and otherwise acceptable by the Owner (City).

Date: _____ Signed: _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for the 2021 Road Striping Project, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 2021, for the construction of the **City of Bainbridge Island's 2021 Road Striping Project**, according to the terms, conditions, and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by chapter 39.08 RCW, any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements for payment of all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by chapter 39.08 RCW and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 2021.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney

Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 2021, for the construction of the **City of Bainbridge Island, 2021 Road Striping Project**, according to the terms, conditions and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to compel performance by the SURETY and to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to perform all requirements and obligations under the Contract as defined by the Contract Documents in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements under the Contract and the Contract Documents and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or other failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to perform or pay to have performed any and all such obligations not performed by the PRINCIPAL in accord with the Contract Documents in the same manner and to the same extent as the PRINCIPAL.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder, or other Contract Documents shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or other Contract Documents. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 2021.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney



City of Bainbridge Island
Public Works Department – Operations & Maintenance

2021 ROAD STRIPING PROJECT
Bid Opening Date: April 7, 2021
Bids Due 10:00am, Open Bids @ 10:30 am

Note: Bids Are Opened in Order Received. Bids Solicited by: <input type="checkbox"/> Advertisement <input checked="" type="checkbox"/> Small Works Roster The Engineers Estimate is: \$172,000- \$212,000	Specialized Pavement Marking	Apply A Line	Stripe Rite, Inc.	
Proposal	√	√	√	
Signature Page – Addenda Acknowledged if applicable	√	√	√	
Non-Collusion Declaration	√	√	√	
Proposal Bond (5%)	√	√	√	
Statement of Bidders Qualifications	√	√	√	
Statement of Proposed Subcontractors	√	√	√	
TOTAL BASE BID AMOUNT	197,571.00	\$129,994.33	\$117,277.70	

A total of 3 bids were received for the 2021 Road Striping Project. Project Manager, Joel Goodwin, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Stripe Rite, Inc. in the amount of \$117,277.70.

**Attachment D
Road List**

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Remove Plastic Traffic Marker (EA)	Remove Painted Traffic Marking (EA)
Agate Pass Road	3,485	0	0	0	0	0	0	0
Agatewood Road	1,600	0	0	0	0	0	0	0
Agate Point Road	3,229	0	0	0	0	0	0	0
Arrow Point Drive	9,504	0	0	0	0	0	0	0
Baker Hill Road	10,666	21,332	0	0	0	0	0	0
Battle Point Drive	10,930	0	0	0	0	0	0	0
Bayhill Road	350	0	0	0	0	0	0	0
Bergman Road	2,817	0	0	0	0	0	0	0
Birkland Road	0	0	0	0	0	0	0	1
Bjune Drive	302	1,641	0	0	0	0	0	0
Blakely Avenue	15,840	31,680	0	0	0	0	0	0
Blakely Hill Road	4,224	100	0	100	65	0	0	0

Brien Drive	0	988	0	0	0	0	0	0
Bucklin Hill Road	5,333	10,666	3,900	0	0	0	1	0
Byron Drive	1,297	0	0	0	0	0	0	2
Cave Avenue	0	0	0	0	0	0	0	0
Cherry Avenue	2,400	0	0	0	0	0	0	0
Commodore Lane	1,984	0	0	0	0	0	0	0
Cosgrove Avenue	0	0	0	0	0	0	0	0
County Park Road	0	0	0	0	0	0	0	0
Country Club Road	8,976	0	0	0	0	0	0	0
Crystal Springs Drive	9,194	0	0	0	0	0	0	0
Day Road	12,461	24,922	0	0	0	0	0	1
Dingley Road	774	1,548		0	0	0	0	0
Dolphin Drive	2,640	0	0	0	0	0	0	0
Eagle Harbor Drive	12,725	25,450	0	0	0	0	0	0
Emerald Way	0	0	0	0	0	0	0	1

Ericksen Avenue	2,600	10,750	4,992	0	0	0	0	0
Euclid Avenue E	7,603	0	0	0	0	0	0	2
Falk Road	2,763	0	0	0	0	0	0	0
Ferncliff Avenue	8,818	9,874	7,300	0	0	0	23	0
Fletcher Bay Road	12,091	22,722	1,460	0	0	0	0	0
Finch Road	2,640	3,822	1,600	0	0	0	2	0
Fort Ward Hill Road	7,973	4,934	0	0	0	0	0	0
Foster Road	1,954	0	0	0	0	0	0	2
Frey Road	1,320	0	0	0	0	0	0	0
Grand Avenue	4,752	7,104	2,520	0	0	0	0	0
Grow Avenue	4,150	8,300	0	0	0	0	0	0
Hansen Road	0	0	0	0	0	0	0	1
Halls Hill Road	3,854	0	0	0	0	0	0	0
Harborview Drive	2,587	0	0	0	0	0	0	0
Henderson Road	4,013	0	0	0	0	0	0	0
Hidden Cove Rd	11,088	22,176	0	0	0	0	0	2

High School Road	7,260	16,592	9,355	0	0	272	2	0
Inland	0	0	0	0	0	0	0	0
Komedal Road	2,429	0	0	0	0	0	0	1
Koura Road	7,248	16,684	0	0	0	0	0	0
Lafayette Avenue	3,960	7,920	0	0	0	0	0	0
Lofgren Road	1,901	3,802	0	0	0	0	0	0
Lovegren Road	2,563	0	0	0	0	0	1	0
Lovell Avenue	2,640	5,280	0	0	0	0	0	0
Lynnwood Center Road	6,653	10,660	2,646	0	0	0	0	0
Madison Avenue & Madison Ave. N	22,326	35,452	15,984	0	0	330	5	1
Mandus Olson	2,590	0	0	0	0	0	0	0
Manitou Beach Road	8,501	17,002	0	0	0	0	0	0
Manzanita Avenue	5,280	0	0	0	0	0	0	0
McDonald Avenue	2,323	0	0	0	0	0	0	1
Miller Road	15,101	30,202	0	0	0	0	1	0
Moran Road	2,904	5,808	0	0	0	0	0	0

Murden Cove	1,848	0	0	0	0	0	0	0
Nakata Place	0	0	0	0	0	0	0	0
New Brooklyn Road	10,666	19,373	1,959	0	0	0	0	0
New Sweden Avenue	3,907	0	0	0	0	0	0	0
Nicholson Place	0	0	0	0	0	0	0	0
North Street	528	0	0	0	0	0	0	0
Oddfellow Road	2,904	5,808	0	0	0	0	0	1
Old Creosote Drive	3,653	0	0	0	0	0	0	0
Old Mill Road	5,280	0	0	0	0	0	0	0
Olympic Terrace	2,798	0	0	0	0	0	0	0
Parfitt Way	3,640	0	0	0	0	0	0	0
Park Avenue	1,742	3,484	0	0	0	0	0	0
Peterson Hill Road	1,320	0	0	0	0	0	1	1
Phelps Road	8,026	16,052	6,060	0	0	0	0	2
Pleasant Beach Drive	6,970	13,940	920	0	0	0	0	0

Point White Drive	8,026	16,052	0	0	0	0	0	0
Ralston Road	581	0	0	0	0	0	0	0
Rockaway Beach Road	5,280	0	0	0	0	0	0	0
Rose Avenue	1,584	0	0	0	0	0	0	1
Sands Avenue	2,534	0	0	0	0	0	0	3
Seabold Road	400	0	0	0	0	0	0	0
Seabold Church Road	581	0	0	0	0	0	0	0
Spragur Road	0	0	0	0	0	0	0	1
South Beach Road	3,168	0	0	0	0	0	0	0
Sportsman Club Road	8,606	17,212	0	0	0	0	1	0
Springridge Road	5,966	0	0	0	0	0	0	2
Sunrise Drive	15,787	31,574	0	0	0	0	0	1
Tani Creek Road	0	0	0	0	0	0	0	1
Taylor Avenue	6,791	0	0	0	0	0	0	0
Toe Jam Hill Road	7,920	0	0	0	0	0	0	0

Tolo Road	326	0	0	0	0	0	0	0
Torvanger Road	1,320	0	0	0	0	0	0	1
Valley Road	2,587	5,174	0	0	0	0	0	0
Vincent Road	2,734	0	0	0	0	0	0	0
Wallace Way	1,320	2,640	0	0	0	0	0	0
Ward Road	0	0	0	0	0	0	0	1
Wardwell Road	286	572	0	0	0	0	0	0
Washington Avenue	0	0	0	0	0	0	0	0
Weaver Road	3,117	0	0	0	0	0	0	0
West Port Madison Road	5,333	0	0	0	0	0	0	0
Wing Point Way	6,500	4,500	3,240	0	0	0	0	0
Wing Point Road	1,145	2,290	0	0	0	0	0	0
Winther Road	1,320	0	0	0	0	0	1	0
Winslow Way	3,676	2,774	1,900	0	0	0	0	0
Wood Avenue	1,742	0	0	0	0	0	0	0
Wyatt Way	5,280	30,768	1,500	0	0	0	3	0

Yeomalt Place	0	0	0	0	0	0	0	1
Yaquina Avenue	3,168	0	0	0	0	0	0	0
3-T Road	890	0	0	0	0	0	0	0
Total	453,866	529,624	65,336	100	65	602	41	31



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:20 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[May 4 Special City Council Study Session.pdf](#)

[May 11 City Council Regular Business Meeting.pdf](#)

[May 18 City Council Study Session.pdf](#)

[May 25 City Council Regular Business Meeting.pdf](#)

[May 26 Special Joint City Council and Ethics Board Meeting.pdf](#)

[2021 List of Proposed Future Council Topics.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 04, 2021**

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER/ROLL CALL - 5:30 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(5:35 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 60 Minutes**
3. **APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE**
4. **FUTURE COUNCIL AGENDAS**
 - 4.A **(x PM) Future Council Agendas, 10 Minutes**
5. **PRESENTATIONS**
6. **UNFINISHED BUSINESS**
 - 6.A **(x PM) Update on Triangle Property – Executive, Planning, 20 Minutes**
 - 6.B **Update on SMP Public Participation Program and Work Plan - Planning, 30 Minutes**
 - Project Log
 - FAQ
 - Public Participation Plan and Work Plan
 - 02-26-2021 SMP Project Update Memo
 - Resolution 2020-16
 - Ecology Periodic Review Rule Summary
 - Ecology Joint Review Guidance
 - Aquaculture Policy White Paper
 - SLR Flooding Policy White Paper

- 6.C **(XX PM) Multifamily Tax Exemption (MFTE) Overview and Policy Discussion** 30 Minutes
MFTE presentation.pptx
Background 20210211 PC Transmittal Message to Council
Background Multifamily Tax Exemption PSRC
Background Dept. of Commerce 2019 MFTE Report

7. **NEW BUSINESS**

- 7.A **Comcast Franchise Agreement - Executive**, 10 Minutes

8. **CITY COUNCIL DISCUSSION**

9. **FOR THE GOOD OF THE ORDER**

10. **ADJOURNMENT**

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.



City Council meetings are wheelchair accessible. Assisted listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the City Clerk's Office at 206-780-8604 or cityclerk@bainbridgewa.gov by noon on the day preceding the meeting.



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MAY 11, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) Pursuant RCW 42.30.110(1)(f), to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge.**
45 Minutes
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(xx PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
Instructions for Providing Public Comment at Remote Meetings.docx
5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
 - 6.C **City Council Meeting Minutes,**

6.D Buoy Repair and Maintenance Contract - Public Works,

**6.E 2021 Ford Cargo Van Procurement for Utilities - Public Works,
Ford Cargo Van Quote.pdf**

**6.F Accept donations for Officer Enget's memorial service - Finance, 5 Minutes
Donation Policy**

6.G Operations & Maintenance Dry Fire Sprinkler System Replacement - Public Works,

7. FUTURE COUNCIL AGENDAS

7.A (x PM) Future Council Agendas, 10 Minutes

8. PRESENTATION(S)

**8.A Proclamation Declaring May 9-15, 2021 as "Bainbridge Island Police Week" - Mayor Nassar, 5
Minutes
Bainbridge Island Police Week 2021.docx**

**8.B Proclamation Declaring May 16 - May 22, 2021 as "Public Works Week" - Mayor Nassar, 5 Minutes
Public Works Week 2021.docx**

9. PUBLIC HEARING(S)

10. UNFINISHED BUSINESS

10.A Update on Small Business Grants - Finance, 10 Minutes

11. NEW BUSINESS

**11.A Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement
Plan Amendments - Finance 10 Minutes**

**11.B Property Transfer - WSDOT SR305 Roundabout Project - Public Works,
5 Minutes**

12. COUNCIL DISCUSSION

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.



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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, MAY 18, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(x PM) Pursuant to RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price, 30 Minutes**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **FUTURE COUNCIL AGENDAS**
 - 4.A **(x PM) Future Council Agendas, 10 Minutes**
5. **PRESENTATIONS**
6. **UNFINISHED BUSINESS**
 - 6.A **SMP Periodic Review - Planning, 45 Minutes**
 - 6.B **(x PM) Workplan Discussion - City Council, 30 Minutes**
Workplan Presentation for 04202021
2021 Workplan Memo and Attachment for CC 04202021 final for packet
7. **NEW BUSINESS**

8. COUNCIL DISCUSSION

8.A (x PM) Discussion of Electric Shuttle Proposal - Councilmember Schneider, 10 Minutes

8.B Plastics Ordinance - Deputy Mayor Hytopoulos, 10 Minutes

9. FOR THE GOOD OF THE ORDER

10. ADJOURNMENT

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.



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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MAY 25, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER/ROLL CALL/ - 6:00 PM**
2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(xx PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
 - 6.C **City Council Meeting Minutes,**
7. **FUTURE COUNCIL AGENDAS**
 - 7.A **(x PM) Future Council Agendas, 10 Minutes**
8. **PRESENTATION(S)**

- 8.A (x PM) Proclamation Declaring June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month - Mayor Nassar, 5 Minutes
LGBTQ Pride Month Proclamation 2020.docx

9. PUBLIC HEARING(S)

10. UNFINISHED BUSINESS

11. NEW BUSINESS

- 11.A Code Changes for Committees - Executive, 15 Minutes

12. COUNCIL DISCUSSION

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
WEDNESDAY, MAY 26, 2021**

SPECIAL JOINT CITY COUNCIL AND ETHICS BOARD MEETING

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF THE AGENDA/CONFLICT OF INTEREST**
3. **UNFINISHED BUSINESS**
 - 3.A **(X PM) Review of Pending Motions to Amend Ethics Board Operating Rules, 2 Hours**
Motions Made at October 27, 2020 Council Meeting
Deputy Mayor Deets_Suggested Motions for Council Ethics Discussion
Ethics Board Operating Rules - Revised and Adopted 10-19-2020
Resolution No. 2020-13 Updating the Code of Conduct and Ethics Program Approved 081120
4. **FOR GOOD OF THE ORDER**
5. **ADJOURNMENT**

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

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CITY OF
BAINBRIDGE ISLAND

Memorandum

Date: April 27, 2021
To: City Council
From: Ellen Schroer, Interim City Manager
Subject: Proposed Future City Council Topics

The table below provides a list of potential future City Council topics that have been identified by one or more councilmembers but have not yet been placed on an agenda, or added to an agenda for consideration of placement.

TOPIC

- Consideration of Changes to Sign Code
- Follow up to Ethics Board/City Council Joint Meeting
- Welcome totem pole
- Proclamation/Recognition resolution
- Transfer of Development Rights (TDR) Program
- KSBDC Contract



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:30 PM) Environmental Technical Advisory Committee (ETAC) Presentation of Groundwater Fact Sheet,

SUMMARY: Representatives from the Environmental Technical Advisory Committee (ETAC) will provide a presentation on the Groundwater Fact Sheet.

AGENDA CATEGORY: Presentation

PROPOSED BY: City Council

RECOMMENDED MOTION: Presentation.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The ETAC has been working on a four-page Groundwater Fact Sheet. This fact sheet is now complete and ETAC members will be presenting it to the City Council as part of the April 27th business meeting.

ETAC provides technical recommendations to the City Council on habitat management plans and environmental management standards for the Shoreline Master Program and critical areas.

ATTACHMENTS:

[GW Fact Sheet](#)

FISCAL DETAILS:

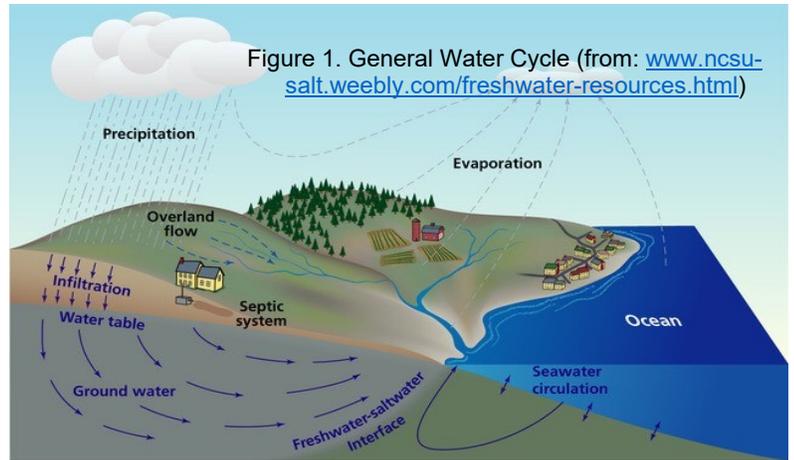
Fund Name(s):

Coding:

Groundwater on Bainbridge Island: A Fact Sheet

What is Groundwater?

- According to the USGS, groundwater is water that exists underground in saturated zones beneath the land surface (Fig. 1). The upper surface of the saturated zone is called the water table. Contrary to popular belief, groundwater generally does not form underground rivers. It fills the pores and fractures in underground materials (soil, sand, gravel, and rocks), much the same way that water fills a sponge. If groundwater flows naturally out of rock materials or if it can be removed by pumping (in useful amounts), the permeable saturated zones are called aquifers. Groundwater moves slowly from higher to lower water levels, typically at rates of 3 to 25 inches per day. As a result, water could remain in an aquifer for hundreds or thousands of years.
- Aquifers are separated by less permeable layers of soil or rock called confining layers. Despite these confining layers, there is usually some water exchange between aquifers.
- Groundwater quantity (storage in aquifers) is estimated by measuring water levels in wells. Water levels vary seasonally due to rainfall and pumping, so measurements at the same time each year will give the best information on changes in the amount of groundwater storage in aquifers on an annual basis (from: USGS FAQs; www.usgs.gov/faq/water).
- Some surface waters (i.e., ponds, wetlands, streams) receive significant contributions from groundwater depending on groundwater levels.



Groundwater on Bainbridge Island

- According to the USGS, there are five aquifers on Bainbridge Island (shown in Fig. 2 cross-section of BI from Port Orchard Bay on the left to Puget Sound on the right). However, the permeable interbeds (QC1pi) aquifer produces little water. The four main aquifers are:
 - **Vashon (Perched)(Qva)** (water table at elevation 0 to 300 ft),
 - **Sea Level (QA1)** (-200 to +200 ft),
 - **Glaciomarine (QA2)** (-500 to -300 ft), and
 - **Deep (Fletcher Bay)(QA3)** (-900 to -600 ft)

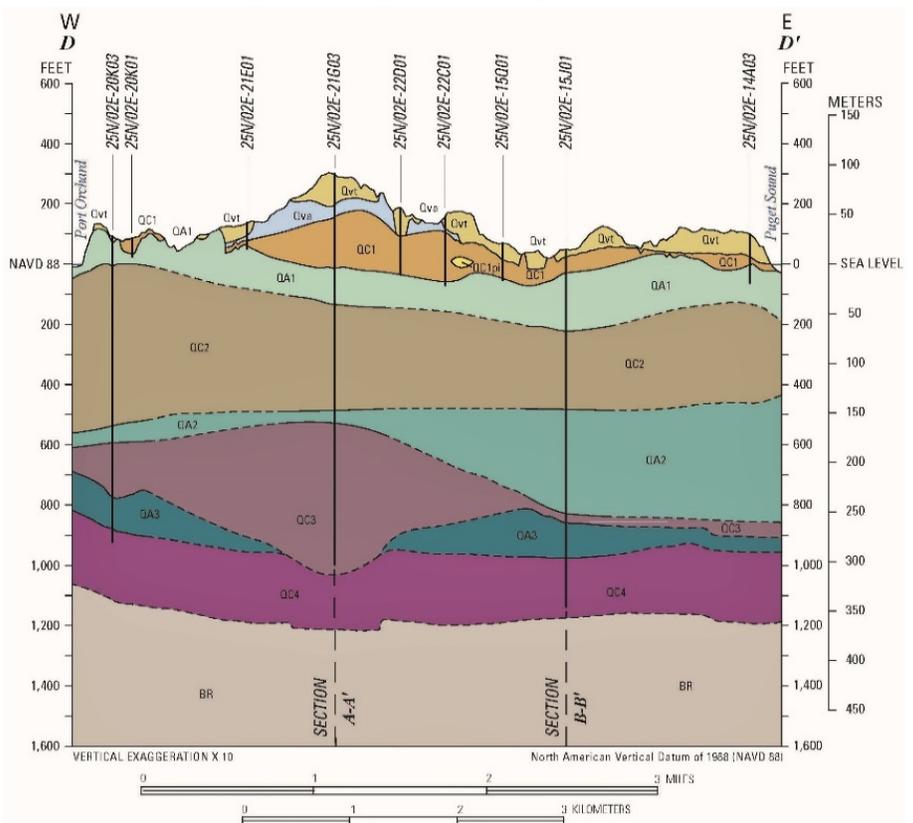
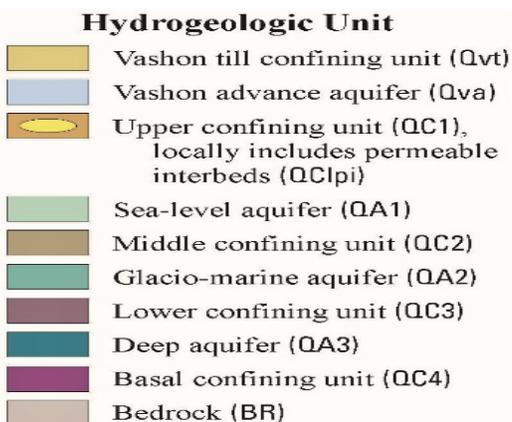


Figure 2. Hydrogeologic Units on Bainbridge Island (from: Frans and others, 2011)

- The four major aquifers are separated by five confining layers: Qvt (Vashon till near ground surface), QC1, QC2, QC3, and QC4.
- 97% of usage (pumped well water) comes from the Vashon (Qva), sea level (QA1), and deep aquifers (QA3)
- All the recharge water for the aquifers originates as precipitation (and septic-system returns) on the island, except for about 5% that flows under Port Orchard Bay from the Kitsap Peninsula to the sea level, glaciomarine, and deep aquifers (from: Frans and others, 2011)

Sole Source Aquifer Designation

- In 2013, USEPA designated the aquifers of BI as a sole source aquifer, meaning that it “supplies at least 50% of the drinking water consumed in the area overlying the aquifer, and for which there is no alternative source or combination of alternative drinking water sources which could physically, legally, and economically supply those dependent upon the aquifer” (from: www.epa.gov/dwssa)

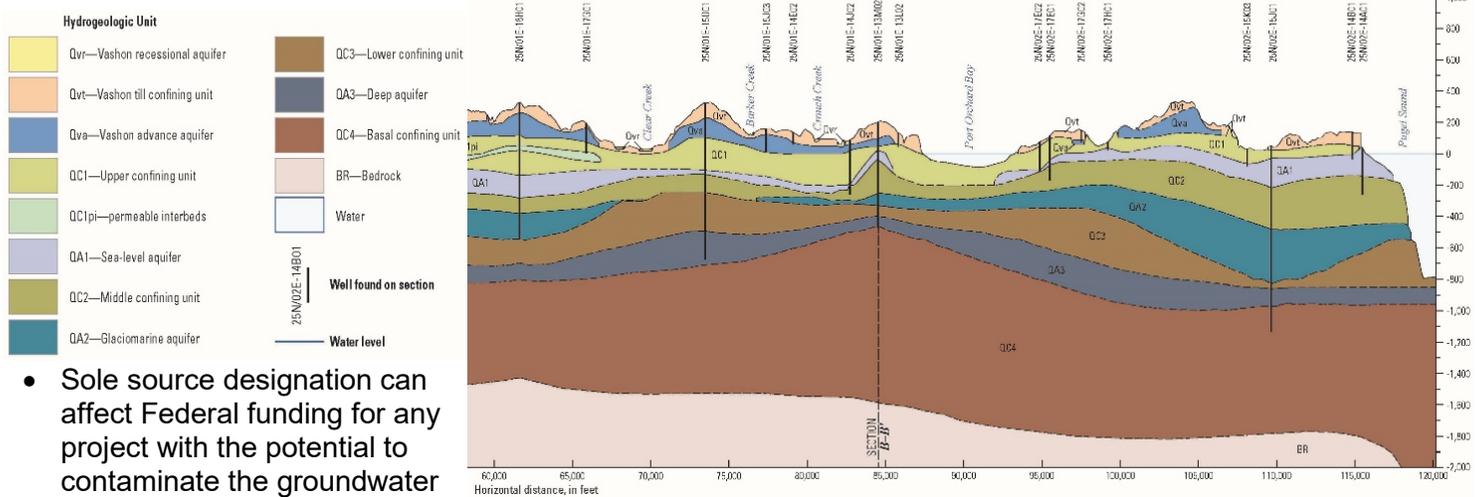


Figure 3. Hydrogeologic Units on Kitsap Peninsula (modified from: Welch and others, 2014)

- Sole source designation can affect Federal funding for any project with the potential to contaminate the groundwater on Bainbridge Island.
- Based on this designation, ETAC believes that Bainbridge Island should have the goal of remaining self-sufficient with respect to water resources and that alternative sources are not advisable (i.e., a pipeline across Agate Pass Bridge or desalination of seawater).
- The cross-section of the Kitsap Peninsula (Fig. 3) from Clear Creek (Silverdale) on the left to BI/Puget Sound on the right depicts the connection of the glaciomarine and deep aquifers under Port Orchard Bay. However, as stated above the contribution of off-island water from these aquifers is only about 5% of the total GW recharge for BI aquifers, as the actual movement towards BI depends on several factors – pumping rates, recharge rates, and head/pressure differences between BI and Kitsap Peninsula.

Seawater Intrusion

- Seawater can potentially be drawn into near-shoreline wells if groundwater is over-pumped
- COBI checks for potential seawater intrusion (Fig. 4) by monitoring chloride as a surrogate for seawater in near-shoreline wells (Cl⁻ > 100 mg/L is used as an early warning level for potential seawater intrusion)
- Historically, seawater intrusion has not been a significant problem, but as an island this issue is always of concern
- Freshwater sits on top of seawater due to density differences; hence, for every 1 foot of GW above sea level, GW extends roughly 40 feet below sea level

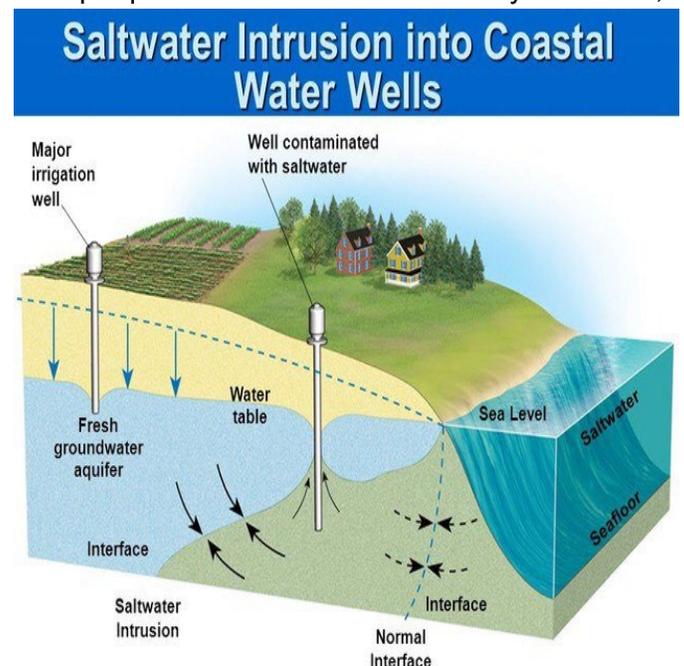


Figure 4. Saltwater Intrusion (from: www.whoi.edu/oceanus/feature/charette)

USGS Bainbridge Island Groundwater Model

The numerical groundwater models developed by USGS to model both Bainbridge Island and the entire Kitsap Peninsula use the free, publicly-available, industry-standard MODFLOW program (https://www.usgs.gov/mission-areas/water-resources/science/modflow-and-related-programs?qt-science_center_objects=0#qt-science_center_objects). The model specifics for the Bainbridge Island application are (Fig. 5):

- Horizontal discretization (grid size) – 800 feet by 800 feet; total of 139 columns by 197 rows for all of Bainbridge Island. Cells are categorized by:
 1. bordering surface waters (streams, coastline) are specified “drains” (flows from GW to SW),
 2. presence or absence of the Vashon till confining unit in the surface layer, and
 3. Gazzam Lake represented by “general head” recharge source (flows from SW to GW)
- Vertical discretization – 33 layers from land surface to bedrock
- Model inputs – monthly precipitation, soils, surface water features, streamflow, wells and monthly pumping, measured monthly water levels
- Model outputs – simulated monthly water levels
- Model calibration – calibrate simulated water levels to measured water levels; adjust model inputs until there is an optimized match of water levels

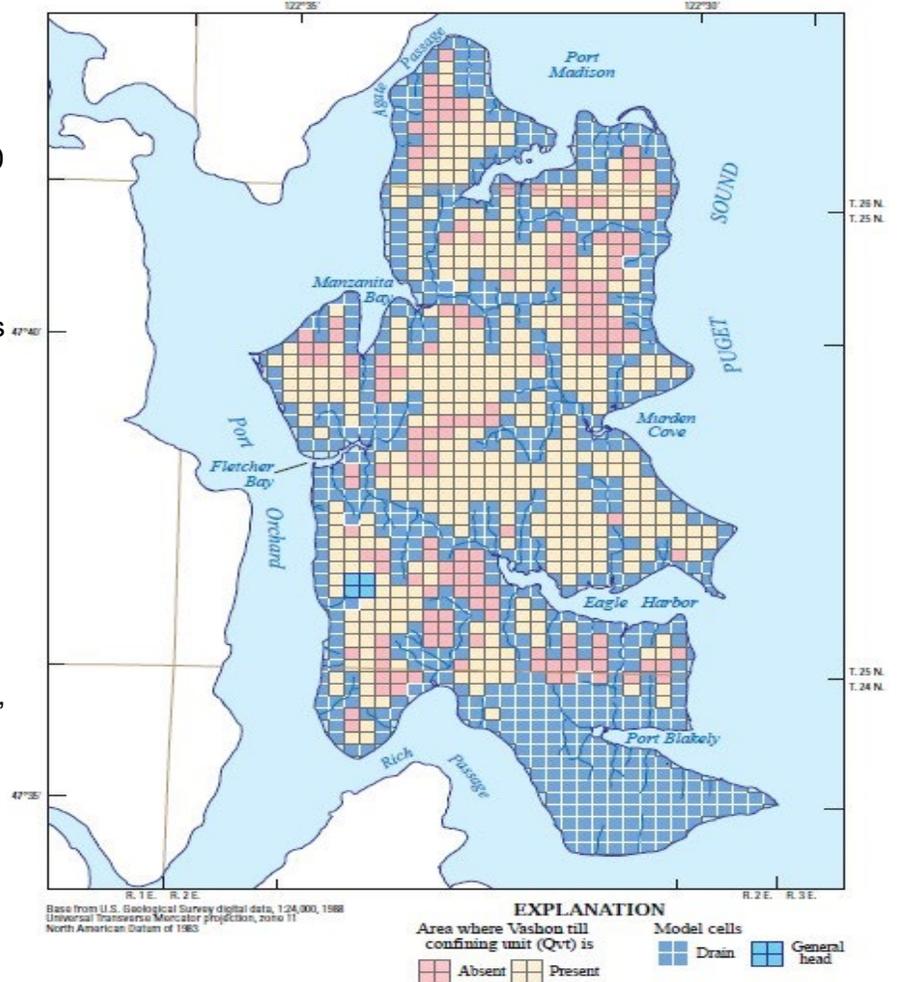


Figure 5. MODFLOW Grid for BI (from: Frans and others, 2011)

Water Budget for Bainbridge Island

In its' simplest terms, the simulated water budget for Bainbridge Island from the USGS model can be expressed as (Fig. 6):

$$\text{Inflows} - \text{Outflows} = \text{Change in Storage}$$

- Inflows: recharge from precipitation (85-90%); recharge from septic systems (5-10%); off-island aquifer flow to BI from Kitsap Peninsula (5%)
- Outflows: pumping (5-10%); discharge to BI surface waters (50-60%); discharge to Puget Sound (30-40%)
- Change in Storage: reflected in (calculated from) change in water levels

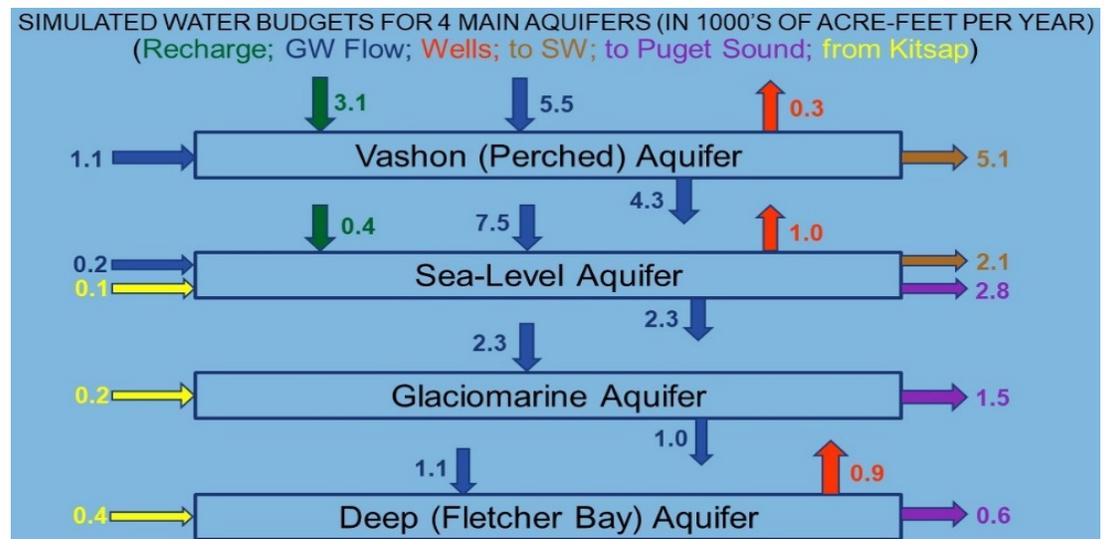


Figure 6. Water Budget for Bainbridge Island Aquifers (simplified from Frans and others, 2011)

USGS Kitsap Groundwater Model

- Simulations using the MODFLOW program indicate that changes in groundwater recharge have a larger effect on water levels than changes in groundwater pumping.
- Two examples of this for the Kitsap Peninsula: A 15% decrease in long-term annual recharge resulted in up to an 18% decrease in stream baseflow over seven years, while a 15% increase in long-term annual groundwater pumping resulted in up to a 0.3% decrease in stream baseflow over seven years (Frans and Olsen, 2016).

Importance of Monitoring

Although the number and frequency of water-level monitoring wells is in flux, long-term monitoring wells are shown in Fig. 7 by aquifer.

- Changes in water levels over the long-term provide an indication of potential issues (water availability, seawater intrusion)
- Thus, COBI and KPUD should continue monitoring water levels and water quality, and expand the monitoring to include more near-shoreline wells
- Monitoring of water levels in Fall (lowest) and Spring (highest) is most important, depending on specific precipitation trends

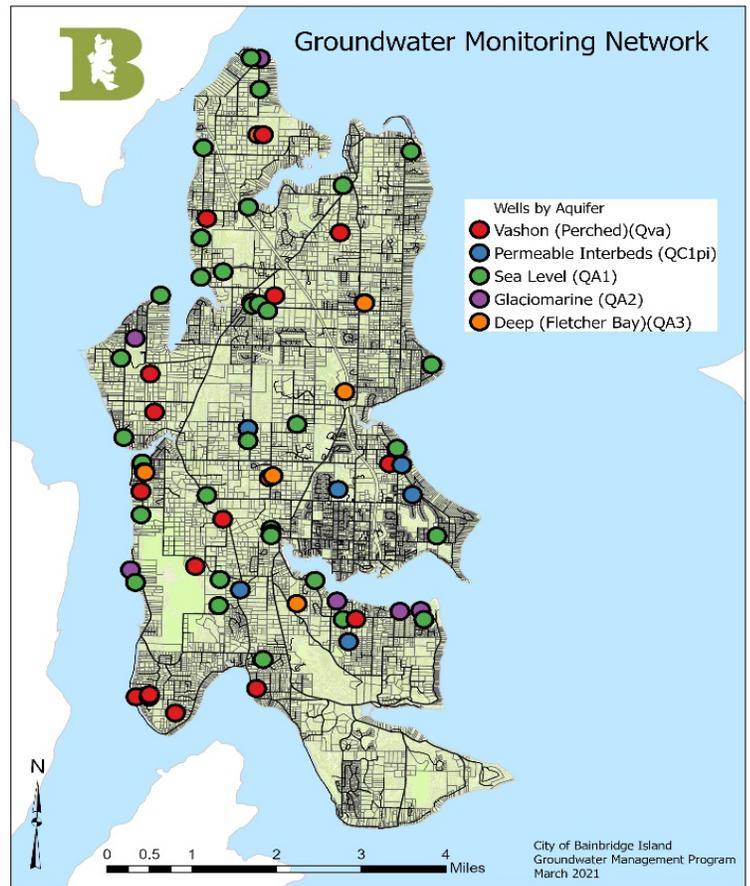


Figure 7. Long-term Monitoring Wells on Bainbridge Island (from: Christian Berg, COBI GW Management Program, written communication, March 9, 2021)

Recommendations for the Groundwater Management Plan

- COBI and KPUD should expand their groundwater and surface water monitoring program
- COBI should create aquifer conservation zones to enhance recharge, develop a water conservation program to reduce water usage, incentivize and facilitate the reuse of stormwater and grey water, and develop a community-wide education program on the aquifers of BI
- COBI should improve wastewater treatment to tertiary and recharge GW with effluent via surface infiltration instead of discharging the effluent to Puget Sound
- COBI should improve stormwater management to keep more stormwater on BI for recharging the aquifers instead of running off to Puget Sound
- COBI should coordinate recommendations in the GWMP with those in the Climate Action Plan (<https://www.bainbridgewa.gov/DocumentCenter/View/14270/Draft-Bainbridge-Island-Climate-Action-Plan-for-City-Council-Review-October-22nd-2020>)

References:

- Frans, L.M., Bachmann, M.P., Sumioka, S.S., and Olsen, T.D., 2011, Conceptual model and numerical simulation of the groundwater-flow system of Bainbridge Island, Washington: USGS Scientific Investigations Report 2011-5021, 96 p., www.doi.org/10.3133/sir20115021
- Welch, W.B., Frans, L.M., and Olsen, T.D., 2014, Hydrogeologic framework, groundwater movement, and water budget of the Kitsap Peninsula, west-central Washington: USGS Scientific Investigations Report 2014-5106, 44 p., www.doi.org/10.3133/sir20145106
- Frans, L.M. and Olsen, T.D., 2016, Numerical simulation of the groundwater-flow system of the Kitsap Peninsula, west-central Washington: USGS Scientific Investigations Report 2016-5052, 63 p., www.doi.org/10.3133/sir20165052

Abbreviations: BI – Bainbridge Island; SW – surface water; GW – groundwater; COBI – City of Bainbridge Island; KPUD – Kitsap Public Utility District; USGS – U.S. Geological Survey; Cl – chloride; ETAC – Environmental Technical Advisory Committee; USEPA – U.S. Environmental Protection Agency; GWMP – Groundwater Management Plan



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:40 PM) Public Hearing on Ordinance No. 2021-14, Extending Small Wireless Facilities Design Standards Interim Official Control - Planning,

SUMMARY: The Small Wireless Facilities Design Standards Interim Official Control is set to expire on May 14, 2021. Although significant work has been done to complete the tasks on the work plan adopted for this interim control, there is remaining work to be completed, thereby necessitating an extension of the current interim regulations related to small wireless facilities.

Such an extension will allow time for the due diligence necessary to complete the proposed permanent regulations related to such facilities. The Planning Commission has made several recommendations related to regulations in place in Kitsap County, including regarding design standards, and City staff is engaged in ongoing research and analysis that will be provided to the Council as part of consideration of the proposed permanent regulations. In order to extend the interim control, a public hearing must be held.

The extension, which would be effectuated by Ordinance No. 2021-14, would extend the interim regulations for six months, until November 14, 2021.

This agenda item is to conduct a public hearing on and consider adoption of Ordinance No. 2021-14, which would extend the interim control for an additional six months.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to approve Ordinance No. 2021-14.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The Federal Communications Commission (“FCC”) has adopted a Declaratory Ruling, Order, and Regulation (“FCC Order”), which imposes limitations on local municipalities including the City of Bainbridge Island (“City”) regarding processing and review of all permits associated with the deployment of small wireless facilities.

On May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amending Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealing and replacing Chapter 18.11 BIMC. The interim official control has since been extended, including via the adoption of Ordinance No. 2019-31 and Ordinance No. 2020-11.

On September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15. The Planning Commission continued its discussion of permanent regulations to replace the interim official control during its October 24, 2019, December 12, 2019, January 23, 2020, May 28, 2020, June 11, 2020, June 25, 2020, July 23, 2020, and August 13, 2020 meetings.

On August 13, 2020, the Planning Commission held a public hearing on proposed permanent regulations and made a recommendation to the City Council.

On October 27, 2020, the City Council enacted Ordinance No. 2020-22, which extended for six months the existing interim regulations that the City has in place related to small wireless facilities. That extension will expire on May 14, 2021 if it is not extended by the Council. City staff is recommending that those interim regulations be extended to allow additional time to complete the work described in the work plan that was adopted with Ordinance No. 2020-22. This agenda item is to conduct a public hearing on Ordinance No. 2021-14, which would extend the interim control for an additional six months.

Over the past several months, the City has been engaged in additional research and analysis related to the recommendations made by the Planning Commission via proposed Ordinance No. 2021-05 (formerly Ordinance No. 2020-04), which is the ordinance that would adopt permanent regulations to replace the interim control. In relevant part, the Planning Commission made recommendations that are based on regulations in place in Kitsap County. City staff is conducting due diligence regarding those recommendations and the related Kitsap County regulations because there are differences between what the Planning Commission recommended and what was recommended by an expert consultant the City engaged with to assist in the effort of drafting the regulations at issue. The due diligence that City staff members are working through is not yet complete so an extension of the interim control is necessary to allow time to complete that work.

Included with this agenda item is the most recent ordinance that extended the interim control, Ordinance No. 2020-22. That ordinance includes additional information related to work that has been done by the City Council, Planning Commission, and City staff related to updating the small wireless facilities regulations at issue.

Based on the status of the work on this matter that is ongoing, at the Council meeting on April 6, 2021, City staff recommended that the Council on April 13, 2021, schedule a public hearing on an ordinance to extend the interim control for an additional six months, and on April 27, 2021 the Council would conduct the public hearing and consider that ordinance. The Council is conducting that public hearing as part of this agenda item.

Staff recommended that the ordinance be adopted to allow for an extension of six months of the interim regulations so that City staff can work with the Council on completing the work plan related to the interim

regulations, including related to what is being recommended by the Planning Commission. The Council passed a motion adopting that recommended schedule, and this agenda item is to conduct the public hearing on Ordinance No. 2021-14.

If approved, Ordinance No. 2021-14 would extend the interim official control until November 14, 2021, unless terminated earlier by the City Council. Extension of the interim official control is recommended as above described to allow time to complete the remaining work on the work plan that has been adopted for this interim control, which includes ensuring that the City has a procedure in place that conforms with the requirements of the FCC Order while the City Council considers the adoption of permanent regulations.

ATTACHMENTS:

[Ordinance No. 2021-14 Extending Interim Control - Small Wireless Facilities](#)

[\[For Background\] Ordinance No. 2020-22 Extending Interim Official Control SWFs](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

PUBLIC HEARING DRAFT

ORDINANCE NO. 2021-14

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communication facilities; leaving the effective date of the interim official control adopted by Ordinance No. 2019-15 unchanged; adopting an updated work plan; and extending the duration of the interim official control adopted by Ordinance No. 2019-15, and previously extended by Ordinance Nos. 2019-31, 2020-11, and 2020-22, for an additional six-month period to November 14, 2021.

WHEREAS, the Federal Communications Commission (“FCC”) adopted a Declaratory Ruling, Order, and Regulation (“FCC Order”), which imposed limitations on local municipalities, including the City of Bainbridge Island (“City”), regarding processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the City Council found that the existence of the federal regulations required the immediate enactment of administrative procedures and processes which comply with the FCC Order; and

WHEREAS, on May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC; and

WHEREAS, the interim official control adopted by Ordinance No. 2019-15 was established for a six (6) month period, which the City Council found to be necessary for the immediate preservation of the public peace, health, and safety; and

WHEREAS, contemporaneous with the consideration of Ordinance No. 2019-15, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

WHEREAS, on June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control; and

WHEREAS, the adoption of aesthetic standards for deployment of small wireless facilities and utilization of a concurrent process emphasizing administrative review enables compliance with the federal presumptively reasonable time limits for review of proposed deployments of small wireless facilities; and

WHEREAS, the City was required to enact administrative procedures and process to comply with the new presumptive federal safe harbors on or before January 14, 2019; and

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities, and which regulations will replace Chapter 18.11 BIMC; and

WHEREAS, on August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on October 8, 2019, the City Council set a public hearing on Ordinance No. 2019-31 for the October 22, 2019 Council Meeting to extend the interim official control adopted by Ordinance No. 2019-15 for six months; and

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31; and

WHEREAS, on October 22, 2019, following the public hearing, the City Council adopted Ordinance No. 2019-31, extending the interim official control until May 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019, December 12, 2019, and January 23, 2020 meetings; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to cases of COVID-19 in Washington State; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency due to the COVID-19 public health emergency; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the Proclamation of Emergency issued by the City Manager; and

WHEREAS, the COVID-19 public health emergency has had and continues to have significant impact on City operations; and

WHEREAS, due to the COVID-19 public health emergency, the City Council found that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 would be necessary given that the emergency posed by the spread of COVID-19 forced the cancellation of meetings of both the City Council and the Planning Commission; and

WHEREAS, on April 14, 2020, the City Council set a public hearing on Ordinance No. 2020-11 for the April 28, 2020 Council Meeting to extend the interim official control adopted by

Ordinance No. 2019-15, and initially extended by Ordinance No. 2019-31, for an additional six months; and

WHEREAS, on April 28, 2020, the City Council held a public hearing on Ordinance No. 2020-11; and

WHEREAS, on April 28, 2020, following the public hearing, the City Council adopted Ordinance No. 2020-11, extending the interim official control until November 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its May 28, 2020, June 11, 2020, June 25, 2020, July 23, 2020, and August 13, 2020 meetings; and

WHEREAS, on August 13, 2020, the Planning Commission held a public hearing on Ordinance No. 2020-04, an ordinance containing permanent small wireless facility design standards; and

WHEREAS, on August 13, 2020, following the close of the public hearing, the Planning Commission forwarded Ordinance No. 2020-04 for City Council consideration with a recommendation proposing several additional changes; and

WHEREAS, relatedly, on August 12, 2020, a three-judge panel of the U.S. Court of Appeals for the Ninth Circuit entered a decision on five consolidated cases challenging the FCC Order preempting many aspects of local government regulation of small wireless facilities; and

WHEREAS, based on that court decision, the City needed additional time to analyze the potential impacts of the Ninth Circuit's decision as relates to the Planning Commission's recommendation and proposed Ordinance No. 2020-04; and

WHEREAS, on October 27, 2020, following a public hearing, the City Council adopted Ordinance No. 2020-22, further extending the interim control until May 14, 2021; and

WHEREAS, as part of that ordinance, the City Council found that an additional six-month extension of the interim control adopted by Ordinance No. 2019-15 was necessary to allow the Council time to develop, vet, and process permanent regulations to replace the interim control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim control; and

WHEREAS, over the past several months, the City has been engaged in additional research and analysis related to the recommendations made by the Planning Commission via proposed Ordinance No. 2021-05 (formerly Ordinance No. 2020-04); and

WHEREAS, in relevant part, the Planning Commission made recommendations that are based on regulations in place in Kitsap County, and City staff is conducting due diligence regarding those recommendations and the related Kitsap County regulations, and that due

diligence is not yet complete so an extension of the interim control is necessary to allow time to complete that work; and

WHEREAS, an extension of the interim regulations is necessary so that City staff can work with the City Council on completing the work plan related to the interim regulations, including related to what is being recommended by the Planning Commission; and

WHEREAS, on April 13, 2021, the City Council set a public hearing on this Ordinance No. 2021-14 for the April 27, 2021 Council meeting to extend the interim official control adopted by Ordinance No. 2019-15, and extended by Ordinance Nos. 2019-31, 2020-11, and 2020-22, for an additional six months; and

WHEREAS, on April 27, 2021, the City Council held a public hearing on this Ordinance No. 2021-14; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390, to expeditiously adopt interim official control ordinances due to a public emergency for the protection of the public peace, safety, or health while permanent regulations are developed, vetted, and processed through the City's standard legislative procedures; and

WHEREAS, the City Council finds that the adoption of the interim official control adopted by Ordinance No. 2019-15 allowed the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for Bainbridge Island residents to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 is necessary to allow the Council time to further develop, vet, and process permanent regulations to replace the interim official control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim official control; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim official control, which is May 14, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to extend the interim official control adopted by Ordinance No. 2019-15 for an additional six-month period, unless terminated earlier by the City Council, and to adopt an updated work plan for the adoption of permanent regulations.

Section 2. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2019-15.

Section 3. Duration of Interim Official Control Extended. The interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control until November 14, 2021, six months beyond the current expiration date set by Ordinance No. 2020-22 which, without this extension, would be May 14, 2021.

Section 4. Interim Official Control Work Plan and Hearing. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City Council may at its sole discretion renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. The City Council is hereby extending the interim official control as described herein based on the work plan that has been developed and is attached and incorporated herein as **Exhibit A** to this ordinance, the public hearing that was held related to this ordinance, and the findings of fact related to this interim official control that have been made in this ordinance, Ordinance No. 2021-14, as well as in related Ordinance Nos. 2020-22, 2020-11, 2019-31, and 2019-15.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency or Effective Date; Extension of Duration. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2019-15, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the “Whereas” clauses in Ordinance Nos. 2019-15, 2019-31, 2020-11, and 2020-22, as well as in this Ordinance No. 2021-14, and those “Whereas” clauses are adopted as findings of fact. This ordinance amending the interim official control shall extend the duration of the interim official control for an additional six-month period, until November 14, 2021, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is May 14, 2019. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this ____ day of _____, 2021.

APPROVED by the Mayor this ____ day of _____, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	April 9, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-14

Attachment: Exhibit A



EXHIBIT A

WORK PLAN FOR PERMANENT REGULATIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES (April 27, 2021)

The City has developed and is proceeding based on the amended and updated work plan described below to adopt permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

May 2021 through June 2021

- Continue gathering information and conducting due diligence related to the small wireless facility regulations being implemented by Kitsap County, and potentially other jurisdictions, as those regulations relate to the recommendations made by the Planning Commission and what is required by state and federal law.

July through August 2021

- Consideration by the City Council of any revisions made to the proposed ordinance that will implement the proposed permanent regulations, which are stated in proposed Ordinance No. 2021-05 (formerly Ordinance No. 2020-04).
- If significant changes were made to Ordinance No. 2021-05, the City Council may set a second public hearing on that ordinance to receive additional public comment.
- Consideration by the City Council of adoption of Ordinance No. 2021-05.

ORDINANCE NO. 2020-22

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communications facilities; leaving the effective date of the interim official control adopted by Ordinance No. 2019-15 unchanged; adopting a work plan; and extending the duration of the interim official control adopted by Ordinance No. 2019-15, and previously extended by Ordinance No. 2019-31 and Ordinance No. 2020-11, for an additional six-month period.

WHEREAS, the Federal Communications Commission (“FCC”) adopted a Declaratory Ruling, Order, and Regulation (“FCC Order”), which imposed limitations on local municipalities, including the City of Bainbridge Island (“City”), regarding processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the City Council finds that the existence of the federal regulations requires the immediate enactment of administrative procedures and processes which comply with the FCC Order; and

WHEREAS, on May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC; and

WHEREAS, the interim official control adopted by Ordinance No. 2019-15 was established for a six (6) month period, which the Council found to be necessary for the immediate preservation of the public peace, health, and safety; and

WHEREAS, contemporaneous with the consideration of Ordinance No. 2019-15, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

WHEREAS, on June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control; and

WHEREAS, the adoption of aesthetic standards for deployment of small wireless facilities and utilization of a concurrent process emphasizing administrative review enables compliance with the federal presumptively reasonable time limits for review of proposed deployments of small wireless facilities; and

WHEREAS, the City was required to enact administrative procedures and process to comply with the new presumptive federal safe harbors on or before January 14, 2019; and

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities, and which regulations will replace Chapter 18.11 BIMC; and

WHEREAS, on August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on October 8, 2019, the City Council set a public hearing on Ordinance No. 2019-31, extending the interim official control adopted by Ordinance No. 2019-15 for six months, on the agenda for the October 22, 2019 Council Meeting; and

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31; and

WHEREAS, on October 22, 2019, following the public hearing, the City Council adopted Ordinance No. 2019-31, extending the interim official control until May 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019, December 12, 2019, and January 23, 2020 meetings; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to cases of COVID-19 in Washington State; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency due to the COVID-19 public health emergency; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the Proclamation of Emergency issued by the City Manager; and

WHEREAS, the COVID-19 public health emergency continues to significantly impact City operations; and

WHEREAS, due to the COVID-19 public health emergency, the City Council found that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 would be necessary given that the emergency posed by the spread of COVID-19 forced the cancellation of meetings of both the City Council and the Planning Commission; and

WHEREAS, on April 14, 2020, the City Council set a public hearing on Ordinance No. 2020-11, extending the interim official control adopted by Ordinance No. 2019-15, and initially

extended by Ordinance No. 2019-31, for an additional six months, on the agenda for the April 28, 2020 Council Meeting; and

WHEREAS, on April 28, 2020, the City Council held a public hearing on Ordinance No. 2020-11; and

WHEREAS, on April 28, 2020, following the public hearing, the City Council adopted Ordinance No. 2020-11, extending the interim official control until November 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its May 28, 2020, June 11, 2020, June 25, 2020, July 23, 2020, and August 13, 2020 meetings; and

WHEREAS, on August 13, 2020, the Planning Commission held a public hearing on Ordinance No. 2020-04, an ordinance containing permanent small wireless facility design standards; and

WHEREAS, on August 13, 2020, following the close of the public hearing, the Planning Commission forwarded Ordinance No. 2020-04 for City Council consideration with a recommendation proposing several additional changes; and

WHEREAS, the City Council likely will need several meetings to review, discuss, and consider adoption of the Planning Commission's recommendation; and

WHEREAS, on August 12, 2020, a three-judge panel of the U.S. Court of Appeals for the Ninth Circuit entered its decision on five consolidated cases challenging the FCC Order preempting many aspects of local government regulation of small wireless facilities; and

WHEREAS, the City Council will need additional time to understand the impacts of the Ninth Circuit's decision on the Planning Commission's recommendation and Ordinance No. 2020-04; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390, to expeditiously adopt interim official control ordinances due to a public emergency for the protection of the public peace, safety, or health while permanent regulations are developed, vetted, and processed through the City's standard legislative procedures; and

WHEREAS, the City Council finds that the adoption of the interim official control adopted by Ordinance No. 2019-15 allowed the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for its residents to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 is necessary to allow the City Council time to develop, vet, and process permanent regulations to replace the interim official control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim official control; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for the that declaration of emergency nor the effective date of the interim official control, which is May 14, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to extend the interim official control adopted by Ordinance No. 2019-15 for an additional six-month period, unless terminated earlier by the City Council, and to adopt an updated work plan for the adoption of permanent regulations.

Section 2. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2019-15.

Section 3. Duration of Interim Official Control Extended. The interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control until May 14, 2021, six months beyond the current expiration date set by Ordinance No. 2020-11, which, without this extension, would be November 14, 2020.

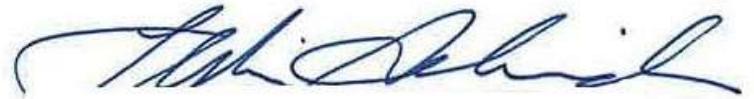
Section 4. Interim Official Control Work Plan and Hearing. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. The City is hereby extending the interim official control as described herein based on the work plan that has been developed and is attached and incorporated herein as **Exhibit A** to this ordinance, the public hearing that was held related to this ordinance, and the findings of fact related to this interim official control that have been made in this ordinance, Ordinance No. 2020-11, Ordinance No. 2019-31, and in Ordinance No. 2019-15.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency or Effective Date; Extension of Duration. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2019-15, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the “Whereas” clauses in Ordinance Nos. 2019-15 and those “Whereas” clauses are adopted as findings of fact. This ordinance amending the interim official control shall extend the duration of the interim official control for an additional six-month period, until May 14, 2021, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is May 14, 2019. The Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this 27th day of October, 2020.

APPROVED by the Mayor this this 27th day of October, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	October 9, 2020
PASSED BY THE CITY COUNCIL:	October 27, 2020
PUBLISHED:	October 30, 2020
EFFECTIVE DATE:	November 4, 2020
ORDINANCE NUMBER:	2020-22

Attachment: Exhibit A



EXHIBIT A

WORK PLAN FOR PERMANENT REGULATIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES (October 27, 2020)

The City has developed, and is proceeding based on, the work program described below to adopt permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

November 2020 through January 2021

- Initial consideration by the City Council, over one or more meetings, of the Planning Commission's recommendations.
- City Council provides direction to staff on whether to proceed with the Planning Commission's recommendations.
- Based on direction from Council, staff will revise draft Ordinance No. 2020-04 as needed.

February/March 2021

- Consideration by the City Council of any revisions made to Ordinance No. 2020-04.
- If significant changes were made to Ordinance No. 2020-04, the City Council may set a time for a second public hearing on Ordinance No. 2020-04 to receive additional public comment.

April/May 2021

- If significant changes were made to Ordinance No. 2020-04, the City Council may hold a public hearing to receive additional public comment.
- Consideration by the City Council of adoption of Ordinance No. 2020-04.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:50 PM) Ordinance No. 2021-07, Amending the Tree and Vegetation Chapters of the Municipal Code, per the Landmark Tree Ordinance Work Plan - Planning,

SUMMARY: This Ordinance is a combined effort from the Planning Commission, City Council, and City staff, as well as input received from the Bainbridge Island Fire Department. Its purpose is to provide needed updates to text clarity and revisions to practices that reflect current best management techniques for tree and vegetation management. The updates also include revised text that supports responsible wildfire mitigation and forest stewardship planning. Additionally, the Community Forest Best Management Practices Manual is included for adoption with reference in Chapter 16.18 BIMC and in BIMC 18.15.010. Ordinance No. 2021-07 also terminates the related interim official control that was most recently extended by Ordinance No. 2020-37 regarding Landmark Tree regulations because those regulations are being updated by Ordinance No. 2021-07.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to forward Ordinance No. 2021-07 for consideration of approval as part of the May 11, 2021 consent agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: As part of the work plan that was adopted with the Landmark Tree Ordinance (codified in Chapter 16.32 BIMC), and after receiving initial direction from the City Council in February 2020 and discussions with the Planning Commission on 8/13/20 and 9/10/20, City staff developed a draft Ordinance. The Ordinance was reviewed and amended to reflect the recommendations from the Planning Commission at their meetings on 8/13/20, 9/10/20, and 10/29/20. On 11/12/20, the Planning Commission met with the Fire Chief and Deputy Fire Chief to discuss wildfire mitigation and the potential for provisions that specifically address Firewise USA standards. After that meeting, City staff worked with the BIFD to prepare draft revised text that was presented and amended at the 12/10/20 Planning Commission meeting where it was scheduled for a public hearing on 12/17/20 before the Planning Commission. For background, the Planning Commission recommendation of approval to the City Council is included. Additionally, comments received after the Planning Commission hearing and staff response are included.

Ordinance No. 2021-07 also terminates the related interim official control that was most recently extended by Ordinance No. 2020-37 regarding Landmark Tree regulations. That interim control was initially adopted via Ordinance No. 2018-25, which went into effect on June 26, 2018. The work that was described in the work plan for that interim control will have been completed via this Ordinance No. 2021-07, including through an update to the Landmark Tree regulations, so the interim control is being terminated by Ordinance No. 2021-07.

ATTACHMENTS:

[Staff Memo re ORD 2021-07 - 04222021.docx](#)

[Ordinance No. 2021-07](#)

[Exhibit A to ORD 2021-07 - Chapter 16.18 BIMC \(Tree Removal Forest Stewardship and Vegetation Maintenance\) - 04222021.docx](#)

[Exhibit B to ORD 2021-07 - Chapter 16.32 BIMC \(Protection of Landmark Trees\) -04222021.docx](#)

[Exhibit C to ORD 2021-07 - BIMC 18.15.010 \(Landscaping screening and tree retention protection and replacement\) - 04222021.docx](#)

[Exhibit D to ORD 2021-07 - BIMC 16.20.100 \(Aquifer Recharge Areas\) - 04222021.docx](#)

[Exhibit E to ORD 2021-07 \(Community Forest Best Management Practices Manual\) 04222021.docx](#)

[\[For Background\] 12-17-2020 Planning Commission Public Hearing 2021-07 \(2020-28\)- submitted written comments and staff response](#)

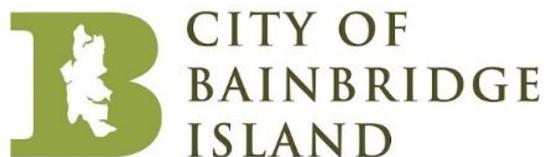
[\[For Background\] 12-17-2020 Planning Commission Public Hearing meeting minutes.pdf](#)

[\[For Background\] 12-17-2020 Planning Commission Recorded Motion Ordinance No. 2020-28.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: April 23, 2021
To: City Council
From: Nicholas Snyder, City Arborist
Subject: Ordinance No. 2021-07 – Updates to Tree and Vegetation Regulations in Chapters 16.18 and 16.32 BIMC and in BIMC 16.20.100 and BIMC 18.15.010

I. Updates to Tree Regulations: Background

In 2018, the City of Bainbridge Island hired a team of arborists to review current codes and suggest changes and updates. The team was invited to a City Council meeting to discuss their recommendations on May 7, 2019. In addition to several commonsense updates and changes, the arborists recommended a paradigm shift in the way the City addresses tree retention and evaluation. This proposed change would have moved the City away from a Tree Unit based approach to a Canopy Area based approach.

This suggested shift would have required a rewriting and reintegration of all the City tree regulations, and an extensive reeducation plan for residents on the new code requirements and language, all without any indication that better outcomes would be achieved. In other words, the consultants' proposal, while intriguing and science based, would require significant time and resource inputs to implement but it is unclear if a canopy area model would lead to improved conditions in our community forest.

City staff generated a response to the arborists' report which outlined the arborists' proposal, examined the implications and concerns for the City, and made limited suggestions for a path forward. This staff report was distributed to the Council along with the consultants' report prior

to the May 7, 2019 Council meeting. Based on the arborists' report, the staff response, and the discussion at this meeting, the Council directed City staff to move forward with three action items found at the end of the staff report. These items are listed below:

- Have a single point of contact for tree-related issues.
- Develop a new ordinance to revise Chapters 16.18 and 18.15 BIMC and the Landmark Tree Ordinance (Chapter 16.32 BIMC).
- Develop permit assistance materials and educational resources.

As of October 2019, with the hiring of a staff arborist, the City now has a single point of contact for tree-related issues. So far there has been a reduction in permit review times for clearing permits and an improved ability to respond to various community issues. The Department of Planning and Community Development ("PCD") took up the second action item (developing a new ordinance) endorsed by the City Council in February 2020. Following this, City staff built a list of issues and proposed changes or fixes.

These issues were first brought to the Planning Commission on August 13, 2020 to discuss proposed revisions and updates to the tree and vegetation regulations in 16.18, 16.32, 18.15.010, and 16.20.100. City staff brought this to the Planning Commission at 4 additional meetings over a 5 month period (9/10/20, 10/29/20, 11/12/20, and 12/10/20) where proposed changes were reviewed and discussed.

During that 5 month period, PCD staff had a chance to meet with Bainbridge Island Fire Chief, Hank Teran, and Bainbridge Island Deputy Fire Chief, Jared Moravec, to discuss current tree code and proposed code changes, and how these regulations interfaced with wildfire preparedness on Bainbridge Island. During and after those meetings, City staff worked with the Bainbridge Island Fire Department to generate draft language addressing wildfire preparedness that is now contained in BIMC 16.18.025 and BIMC 16.18.040, which is shown in Exhibit A. At the December 10, 2020 Planning Commission meeting, those changes were presented and accepted by the Commission and a public hearing was scheduled to receive public input on

December 17, 2020. At the December 17th public hearing, all the proposed changes from past Planning Commission meetings (8/13/20, 9/10/20, 10/29/20, 11/12/20, and 12/10/20) were approved for Council review.

II. Ordinance No. 2021-07: Outline of Proposed Changes to Tree Regulations

This proposed ordinance, Ordinance No. 2021-07, revises Chapters 16.18 (Tree Removal, Forest Stewardship, and Vegetation Maintenance), 16.32 (Protection of Landmark Trees), 16.20.100 (Aquifer Recharge Areas), and 18.15.010 (Landscaping, Screening, and Tree Retention, Protection and Replacement) of the Bainbridge Island Municipal Code ("BIMC"). This ordinance primarily focuses on updating the language and improving relevance in outdated sections, as well as adding new language to better address the need to protect the community's tree resources.

The City Arborist closely reviewed the consulting arborists report (May 2019), the associated staff report, the Community Forest Management Plan ("CFMP"), and City code to synthesize a list of subjects to resolve with this new ordinance. After meeting with the Planning Commission (8/13/20, 9/10/20, 10/29/20, 11/12/20, and 12/10/20) and discussing these potential changes and updates, City staff has prepared this proposed Ordinance No. 2021-07. The main points of the ordinance include:

- Unifying all tree retention (Tree Units) language into Chapter 16.18 BIMC.
- Extending the Landmark Tree Ordinance to apply in all zoning districts except R-0.4, R-1, and R-2.
- Solidifying the Landmark Tree Ordinance as a permanent fixture of our tree regulations.
- Adding a limited exemption for Firewise USA wildfire mitigation around primary structures.
- Changing the allocation of tree units for trees shared by multiple properties.
- Removing "TRACE" references where appropriate, and replacing with "ISA" or "TRAQ" requirements where appropriate.
- Updating definitions for "dead tree," "hazard tree," and "wildlife snag."

- Creating a Forest Stewardship Permit to allow for restoration projects and long-range planning for forests and vegetation management.
- Updating tree valuation requirements found in BIMC 18.15.010 to include a voluntary formulaic approach.
- Adding new protection language for habitat snags that are retained as part of a mitigation plan or land use permit.
- Incorporating language surrounding vegetation maintenance and clearing into the ordinance with 2,500 and 7,000 square foot permitting thresholds.
- Adopting and incorporating references and information from the Community Forest Best Management Practices Manual developed for the City as part of the Community Forest Management Plan (“CFMP”).
- Removing outdated terminology, definitions, and practices.

This does not represent a fundamental change to the City’s basic tree regulations, but rather refines and improves upon what the City has already built to better achieve the goals set out in the CFMP and Comprehensive Plan.

III. Ordinance No. 2021-07: Additional Proposed Changes

During the review process with the Planning Commission the extension of the applicable zones of the Landmark Tree Ordinance (“LTO”) to all districts except R-0.4, R-1, and R-2 was presented and discussed but due to an error the strikeout/underline language was not added into the Ordinance for the Public Hearing. The LTO expansion has now been proposed in Exhibit B of this Ordinance to accomplish three important issues:

- Allow residents to more easily determine if the LTO is applicable on their property.
- Bring consistency to regulations within each zoning district.
- Remove difficulties in administering the LTO on properties that are bisected by the Winslow Master Plan Study Area.

In addition to the update to tree regulations, PCD staff has also identified 2 other important issues that are now proposed to be addressed in this ordinance. They are:

- Including an exemption from ARPA for utility development and maintenance on property not owned by the utility company (work and development in private easements.) A single change is being proposed in BIMC 16.20.100. This change was identified to allow service improvements and maintenance in utility corridors without triggering the need for ARPA designation on properties that are not under development.
- Revising perimeter landscaping requirements in the Mixed-Use Town Center back to historic levels, to clarify a change that was included in the recent subdivision standards update. This change can be found in BIMC Table 18.15.010-3.

IV. Landmark Tree Workplan: Next Steps

Following the enactment of these updates, City staff plans to perform public outreach and permit assistance to educate the public about best practices for tree care and the new tree regulations. This outreach is planned to include an update to the City's "City Tree Regulations" webpage that will more clearly outline the permit process and provide key information to residents that ranges from plant lists and tree protection information to regulation and permitting flow charts. Additionally city staff has scheduled an online Zoom seminar to be held on May 20th, 2021 from Noon until 1pm. The purpose of this forum will be for city staff to present the changes in Ordinance No. 2021-07 to members of the public and answer any questions about how the changes will impact our tree regulations. This webinar will be advertised on our "City Tree Regulations" page and through the monthly COBI Connects newsletter.

V. Conclusion

Ordinance No. 2021-07 represents the combined efforts of the City Council, Planning Commission, Bainbridge Island Fire Department, and City staff to collaborate and address issues identified with our current tree removal and vegetation maintenance code. It provides needed updates to language, and revisions to procedures that will reflect current best practices for tree

and vegetation management. The updates and revisions will support responsible wildfire mitigation and provide a pathway for wider forest stewardship planning that will help prepare Bainbridge Island for the uncertain future of our forest community. Additionally, the Community Forest Best Management Practices Manual will provide a basis for tree protection and tree care that will help to preserve and maximize community resources with solid scientific recommendations.

ORDINANCE NO. 2021-07

[Formerly Ordinance No. 2020-28]

AN ORDINANCE of the City of Bainbridge Island, Washington, amending and revising the City’s tree and vegetation regulations, including Chapters 16.18 and 16.32 and Sections 18.15.010 and 16.20.100 of the Bainbridge Island Municipal Code; terminating the related interim official control set forth in Ordinance No. 2020-37; providing for interpretive authority; and providing for severability.

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City’s Comprehensive Plan, has been discussing how to best accommodate growth and development in both general and specific ways, and finds that there are likely to be adverse impacts on the City and its residents unless the City acts immediately to preserve the character of our community forest; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island and the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on Bainbridge Island; and

WHEREAS, Landmark Trees, because of their age, size, and condition, are recognized as having exceptional value in contributing to the character of the community; and

WHEREAS, the Planning Commission, Design Review Board, and the (former) Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 of the Bainbridge Island Municipal Code (“BIMC”), *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes fines if a Landmark Tree is removed without a permit; and

WHEREAS, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

WHEREAS, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add

exceptions for the type of Landmark Tree removal that would be approved through permit review; and

WHEREAS, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

WHEREAS, the City Council instructed staff to proceed with action items identified in the May 7, 2019 staff report including drafting a new ordinance to revise the City's tree and vegetation regulations; and

WHEREAS, on February 25, 2020, the City Council endorsed the continuing work by City staff and the City Arborist to draft an ordinance that would include changes to Chapter 16.18 BIMC (Tree Removal, Forest Stewardship, and Vegetation Maintenance), Chapter 16.32 BIMC (Protection of Landmark Trees), and BIMC 18.15.010 (Development Standards and Guidelines); and

WHEREAS, on August 13, 2020, September 10, 2020, October 29, 2020, November 12, 2020, and December 10, 2020, the Planning Commission met with City staff to discuss proposed Ordinance No. 2020-28 and provided further direction to City staff; and

WHEREAS, the Bainbridge Island Fire Department identified the need for reasonable provisions for wildfire mitigation and forest stewardship that support responsible wildfire mitigation and provide a pathway for wider forest stewardship planning; and

WHEREAS, City staff identified minor changes to improve related regulations found in BIMC 16.20.100, Aquifer Recharge Areas; and

WHEREAS, the Planning Commission, Bainbridge Island Fire Department, and City staff collaborated to prepare draft Ordinance No. 2020-28 to consolidate tree regulations, provide needed updates to text and practices, as well as to adopt the Landmark Tree Ordinance and the Community Forest Best Management Practices Manual; and

WHEREAS, on December 17, 2020, the Planning Commission held a public hearing to consider Ordinance No. 2020-28 and receive public input, and after closing the public hearing, made a recommendation of approval of Ordinance No. 2020-28 to the City Council; and

WHEREAS, as relates to the interim official control that is currently in place as above described related to Ordinance No. 2018-25 (adopted on June 26, 2018) and the Landmark Tree Ordinance, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

WHEREAS, the City Council previously amended the interim official control adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), and on October 9, 2018 (via Ordinance No. 2018-42); and

WHEREAS, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45, and in response to public input, on December 11, 2018, the Council held a public hearing on Ordinance No. 2018-45, and considered and adopted Ordinance No. 2018-45 and the work plan that was adopted as Exhibit A to that ordinance; and

WHEREAS, prior to the expiration of Ordinance No. 2018-45, the City Council discussed Ordinance No. 2019-17 on May 28, 2019, held a public hearing on June 11, 2019, and adopted Ordinance No. 2019-17 on June 25, 2019 and the work plan that was adopted as Exhibit A to that ordinance, and that ordinance extended the duration of the interim official control and narrowed Chapter 16.32 BIMC, *Preservation of Landmark Trees*, to apply only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan (updated November 8, 2006), and as depicted in Exhibit B to that ordinance; and

WHEREAS, prior to the expiration of Ordinance No. 2019-17, on November 26, 2019, the City Council held a public hearing on Ordinance No. 2019-39 and forwarded it for approval on December 10, 2019; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-39 and the updated work plan that was included as Exhibit A to that ordinance; and

WHEREAS, at its May 26, 2020 meeting, the City Council considered the interim control and decided to set a public hearing for June 9, 2020 to accept public comment and consider an ordinance to extend the interim control for another six months; and

WHEREAS, on June 9, 2020, the City Council conducted a public hearing on Ordinance No. 2020-13, the Council received and considered public comment related to that ordinance and, after considering such public comment, the Council adopted that ordinance to extend the interim control for six months, to December 26, 2020; and

WHEREAS, City staff met with the Planning Commission to discuss draft regulations related to the interim control on August 13, September 10, October 29, and November 11, 2020; and

WHEREAS, on November 24, 2020, the City Council set the public hearing on Ordinance No. 2020-37 for December 8, 2020; and

WHEREAS, on December 8, 2020, after considering such public comment, the City Council adopted Ordinance No. 2020-37 to extend the interim control ordinance for six months, to June 26, 2021, unless the Council terminates the interim control earlier, and to otherwise amend the interim control as stated in Ordinance No. 2020-37; and

WHEREAS, the City notified the Department of Commerce on January 21, 2021 of its intent to revise its development regulations relating to tree removals and vegetation management practices; and

WHEREAS, the City issued a State Environmental Policy Act (“SEPA”) Determination of Non-Significance for this Ordinance No. 2021-07 (formerly Ordinance No. 2020-28) on January 29, 2021; and

WHEREAS, the City Council considered this Ordinance No. 2021-07 at its meetings on April 27 and May 11, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as findings of fact in support of this ordinance, as well as supplemental findings of fact to the related ordinances that preceded this ordinance regarding the interim official control regulating Landmark Trees as described herein.

Section 2. Chapter 16.18 of the Bainbridge Island Municipal Code is hereby amended and revised as set forth in Exhibit A, which is attached hereto and made a part hereof by this reference.

Section 3. Chapter 16.32 of the Bainbridge Island Municipal Code is hereby amended and revised as set forth in Exhibit B, which is attached hereto and made a part hereof by this reference.

Section 4. Termination of Interim Official Control Set Forth in Ordinance No. 2020-37. The amendments and revisions to Chapter 16.32 of the Bainbridge Island Municipal Code that are being adopted via this ordinance will result in regulations that meet what was identified as the remaining work in the work plan for the current interim official control that has been in place most recently via Ordinance No. 2020-37 and the directly related ordinances that preceded Ordinance No. 2020-37, which effectuated an extension of an existing interim official control. This Ordinance No. 2021-07 hereby terminates the interim official control set forth in Ordinance No. 2020-37 upon the effective date of this Ordinance No. 2021-07.

Section 5. Section 18.15.010 of the Bainbridge Island Municipal Code is hereby amended and revised as set forth in Exhibit C, which is attached hereto and made a part hereof by this reference.

Section 6. Section 16.20.100 of the Bainbridge Island Municipal Code is hereby amended and revised as set forth in Exhibit D, which is attached hereto and made a part hereof by this reference.

Section 7. The Community Forest Best Management Practices Manual is hereby amended and revised as set forth in Exhibit E, which is attached hereto and made a part hereof by this reference.

Section 8. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this ____ day of _____, 2021.

APPROVED by the Mayor this ____ day of _____, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	April 23, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-07
ATTACHED EXHIBITS:	Exhibits A, B, C, D, and E

Exhibit A

Chapter 16.18

TREE REMOVAL, FOREST STEWARDSHIP, AND VEGETATION MAINTENANCE

- 16.18.010 Overview.
- 16.18.020 Findings.
- 16.18.025 Purposes.
- 16.18.030 Applicability.
- 16.18.040 Activities allowed without a permit.
- 16.18.050 Activities requiring a permit.
- 16.18.060 General regulations and standards.
- 16.18.070 Tree removal/vegetation maintenance permit administration and review process.
- 16.18.080 After-the-fact tree removal/vegetation maintenance permit.
- 16.18.085 Forest stewardship plan.
- 16.18.090 Mitigation and restoration.
- 16.18.100 Performance assurance.
- 16.18.110 Appeals.
- 16.18.120 Violations, restoration and enforcement.
- 16.18.130 Definitions.

16.18.010 Overview.

A. The policies presented in this chapter rest on an assumption that in, the care of trees and vegetation on their property, citizens will be guided by common sense and best practices, responsive to the purposes stated in BIMC 16.18.025. Sanctions shall be applied to activities that are found by the planning director to be reckless and destructive, and to any action or negligence that adversely affects a neighboring property, pursuant to the provisions of BIMC 16.18.120 and other applicable provisions of the code.

B. To a large extent, work carried out in landscaped yards and forested areas does not require a permit (see BIMC 16.18.040). However, property owners who are considering major changes to the landscape and trees on their property should seek advice and professional services from a licensed arborist who is certified by the American Society of Consulting Arborists or the International Society of Arboriculture, ~~or a landscape professional who is certified by the city.~~

C. This chapter is one of several in the municipal code that pertain to the care of trees, vegetation, and forested areas on Bainbridge Island. Its policies and nonregulatory provisions pertain especially to the plans and ongoing activities of island residents, outside of their homes or places of business but on their own property, when the use

and enjoyment of the property involves stewardship and maintenance of trees and vegetation. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.020 Findings.

A. Forested areas and trees on individual lots are integral parts of Bainbridge Island's character; they enhance the city's appearance and livability, as well as providing significant environmental benefits and natural resource values.

B. Conserving and managing the island's forested areas and native vegetation is a central goal of the Bainbridge Island Comprehensive Plan: see Guiding Principles 1 and 5 and related Policies; Goals LU-6, 12 and 13; EN-3, 4, 5, 18 and 19; WR-3 and 4; and Policies LU 4.10 and EN 15.3.

C. Trees are valued by homeowners and, when well cared for, enhance property values.

D. Removal of trees and understory vegetation, combined with extensive disturbance of soils, cause loss of habitat and wildlife, runoff and soil erosion, degradation of surface water and aquifer recharge, and adverse impacts on air quality, as well as loss of aesthetic appeal.

E. The community forest resources of the island are best understood as a mosaic, with some large and many small pieces, on publicly owned and private properties. When clearing for development further fragments the mosaic, both individual and community interests are affected.

F. On Bainbridge Island and elsewhere, examples exist to demonstrate that development for residential and other uses can be compatible with careful conservation of forest conditions and other natural features; and that such development can be cost-effective, attractive, energy-efficient, and well adapted to our climate. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.025 Purposes.

This chapter is adopted for the following purposes:

A. To promote the public health, safety, and general welfare of Bainbridge Island citizens without preventing the reasonable use of private property.

B. To preserve and enhance the city's physical and aesthetic character, to promote the healthy functioning of our island's natural systems, and to provide economic benefits to the community, for the sake of present and future generations.

C. To implement the purposes of the State Growth Management Act relating to conservation of natural resources, pursuant to Chapter 36.70A RCW.

D. To implement goals and policies in the ~~current e~~Comprehensive pPlan, the Community Forest Management Plan (2006), the Bainbridge Island Open Space Study (October 2008), and the Bainbridge Island Community Wildfire Protection Plan (2010), or subsequent updated versions.

E. To promote forest stewardship practices and carefully planned development that results in minimal disturbance to the prior conditions of a property and neighboring properties.

F. To implement a long-range policy of maintaining the island's forest canopy cover while taking measures to prevent wildfires and protect structures in accordance with the minimum standards of Firewise USA® or recommendations ~~of~~from the Bainbridge Island ~~F~~ire ~~d~~epartment.

G. To allow limited tree and vegetation removal to provide for solar access, agriculture and gardens.

H. To promote infiltration of stormwater and aquifer recharge; to minimize erosion and prevent pollution; to prevent landslides; to protect the waters of Puget Sound and the quality and quantity of water in wells.

I. To maintain in a healthy state significant trees, clusters of trees, and forested areas, allowing for thinning, pruning, removal of invasive and undesirable vegetation, selective harvest and replanting, developing and maintaining trails, and removal of dead or dangerous trees. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.030 Applicability.

Provisions of this chapter apply citywide to all properties where trees and ~~naturally occurring~~ vegetation are found, except where the following chapters of the municipal code apply:

A. This chapter does not apply to any portion of a parcel that is identified as a critical area pursuant to Chapter 16.20 BIMC, Critical Areas, including designated aquifer recharge protection areas (ARPAs) or prescribed critical area buffers or setbacks. Chapter 16.20 BIMC applies to critical areas, designated ARPAs, and buffer zones, and critical area setbacks.

B. This chapter does not apply to the portion(s) of a shoreline property within 200 feet landward of an ordinary high water mark, where the regulations of Chapter 16.12 BIMC (the Shoreline Master Program) apply. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.040 Activities allowed without a permit.

The following activities are allowed without a tree removal/vegetation maintenance permit, subject to any other applicable city regulations:

A. Routine landscaping and maintenance of vegetation, such as pruning and planting, removal of invasive/exotic species, management of brush and seedling trees. Pruning should comply with ANSI A300 (Part 1 – 2017), Tree,

Shrub and Other Woody Plant Management – Standard Practices, to maintain long term health. This includes maintenance of trees and vegetation required to be retained or planted through a land use permit such as a subdivision, site plan review, or conditional use permit.

B. Outside of the Mixed Use Town Center and High School Road zoning districts, removal of some healthy significant trees (see BIMC 16.18.130, Definitions) is allowed without a permit, except for trees required to meet any tree retention provisions of this chapter, BIMC 18.15.010 (Landscaping, screening, and tree retention, protection and replacement), Chapter 17.12 BIMC (Subdivision Design Standards) or other applicable provisions of the code.

1. On a lot that is larger than one acre, a property owner may remove up to six significant trees in any 36-month period without a permit.
2. On a lot one acre or less in size, a property owner may remove up to three significant trees in any 36-month period without a permit.
3. After the tree removal limits of this section have been reached, see BIMC 16.18.050, 16.18.060, and 16.18.070 related to obtaining a tree removal/vegetation maintenance permit.

C. Removal of trees and ground cover in emergency situations involving immediate danger to life or structure or substantial fire hazards. If this activity would ordinarily require a tree removal/vegetation maintenance permit, it shall be obtained as soon as possible after the emergency situation is stabilized.

D. Removal of dead or fallen trees. The city encourages property owners to leave dead trees in place for ecological benefit such as wildlife snags or nurse logs where possible. If a standing dead tree poses a hazard, creating a shorter wildlife snag is recommended.

E. Routine maintenance activities in rights-of-way and required roadside buffers, including removal of hazard trees and invasive/exotic species, trimming of overgrown hedges, thinning and planting to replace removed vegetation to control vegetation on road and utility rights-of-way (see Chapter 12.04 BIMC) where all portions of the project comply with applicable right-of-way regulations found in Chapter 15.12 BIMC.

F. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or utility companies or their contractors.

G. Pruning and limbing of significant trees that are required to be retained, to remove dead or hazardous branches, and to improve the tree's form and long-term vitality, provided that such work is done by an ISA certified arborist. (Ord. 2018-19 § 1 (Exh. A), 2018)

H. Wildfire mitigation activities, other than tree removals requiring a permit pursuant to BIMC 16.18.050 or vegetation clearing under BIMC 16.18.050.A., within a 30-foot defensible space around primary structures, that bring a property up to the current minimum standards of Firewise USA®, the Bainbridge Island Community Wildfire Protection Plan, or as recommended by the Bainbridge Island Fire Department.

16.18.050 Activities requiring a permit.

The following activities require an applicant to obtain a tree removal/vegetation maintenance permit prior to commencing:

A. A permit is required for any tree removal or vegetation ~~maintenance~~ clearing in an area required to be retained or planted, pursuant to BIMC 18.15.010, through a land use permit such as a subdivision, a site plan review, or a conditional use permit. Tree retention requirements ~~for the R 2.9, R 3.5 and R 4.3 single family residential zones (subsection E of this section) also apply (see below)~~ in subsection H-J of this section also apply.

B. For developed properties located within the Mixed Use Town Center and High School Road zoning districts, a tree removal/vegetation maintenance permit is required for removing any tree eight inches in diameter or greater, measured four and one-half feet above grade. The applicant must demonstrate that the requested removal meets one of the following criteria:

1. The removal is necessary to allow reasonable use or enable permitted construction, and no alternative is feasible; or
2. The removal is necessary to maintain utilities, provide access, or fulfill the terms of an easement or covenant recorded prior to the adoption of the ordinance codified in this chapter; or
3. The tree is dead, or determined to have a Tree Risk Rating be hazardous, as certified between moderate and extreme by an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) arborist who:
 - a. Identifies the tree part(s) and defect(s) that increase the likelihood of failure; and
 - b. Identifies the target(s) and site factors contributing to increased likelihood of impact; and
 - c. Utilizes a timeframe of five years or less; and
 - d. Utilizes the Matrixes in tables 16.18.050-1 and 16.18.050-2 to determine Tree Risk Rating.

16.18.050-1: Likelihood Matrix

<u>Likelihood of Failure</u>	<u>Likelihood of Impact</u>			
	<u>Very Low</u>	<u>Low</u>	<u>Medium</u>	<u>High</u>
<u>Imminent</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>	<u>Likely</u>	<u>Very Likely</u>
<u>Probable</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>	<u>Likely</u>
<u>Possible</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>
<u>Improbable</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>

16.18.050-2: Tree Risk Rating Matrix

<u>Likelihood of Failure and Impact</u>	<u>Consequences of Failure</u>			
	<u>Negligible</u>	<u>Minor</u>	<u>Significant</u>	<u>Severe</u>
<u>Very Likely</u>	<u>Low</u>	<u>Moderate</u>	<u>High</u>	<u>Extreme</u>
<u>Likely</u>	<u>Low</u>	<u>Moderate</u>	<u>High</u>	<u>High</u>
<u>Somewhat Likely</u>	<u>Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Moderate</u>
<u>Unlikely</u>	<u>Low</u>	<u>Low</u>	<u>Low</u>	<u>Low</u>

C. For undeveloped properties within the Mixed Use Town Center and High School Road zoning districts, a tree removal/vegetation maintenance permit is required to remove any tree except trees that are hazardous, dead, fallen, or contributing to an emergency. The tree removal permit will be reviewed for consistency with any applicable provisions of BIMC 18.15.010 that would apply to future development permits.

D. For properties located outside of the Mixed Use Town Center and High School Road zoning districts, a tree removal/vegetation maintenance permit is required for removing more than the number of significant trees allowed without a permit, pursuant to BIMC 16.18.040.B. A permit is required:

1. On a lot that is larger than one acre, a property owner needs an approved permit to remove seven or more significant trees in any 36-month period, up to any retention requirements of subsection E of this section (if applicable).

2. On a lot one acre or less in size, a property owner needs an approved permit to remove four or more significant trees in any 36-month period, up to any retention requirements of subsection E of this section (if applicable).

E. For properties located within the Mixed-Use Town Center or High School Road Zones I and II, a tree removal/vegetation maintenance permit is required for vegetation and underbrush clearing of over 2,500 square feet.

F. For properties located outside the Mixed-Use Town Center or High School Road Zones I and II, a tree removal/vegetation maintenance permit is required for vegetation and underbrush clearing of over 7,000 square feet.

G. Removal or shortening of a wildlife snag that was kept or created as part of a mitigation plan resulting from a land use permit requires a tree removal/vegetation maintenance permit.

~~E H.~~ In the R-4.3, R-3.5 and R-2.9 zoning districts, existing single-family residential development, developing single-family residences and vacant parcels shall retain at least 30 tree units per acre, or at least as many tree units as the property had on ~~October 31, 2018, pursuant to BIMC 18.15.010.G~~ the date of the tree removal permit application. Tree removals that bring a parcel below this threshold will require a tree removal/vegetation maintenance permit. Calculating tree units shall be done using Table 18.15.010-6 and replanting may be required as described in BIMC 18.15.010.G. ~~Replanting may be required as described in BIMC 18.15.010.G. (Ord. 2018 19 § 1 (Exh. A), 2018)~~

I. In the MUTC Central Core and Ferry Terminal Overlay districts, any parcel shall retain at least 30 tree units per acre or at least as many tree units as the property had on the date of the tree removal permit application. Tree removals that bring a parcel below this threshold will require a tree removal/vegetation maintenance permit. Calculating tree units shall be done using Table 18.15.010-6 and replanting may be required as described in BIMC 18.15.010.G.

J. In the Mixed Use Town Center Ericksen Avenue, Madison Avenue, and gateway overlay districts, and each parcel in the R-5, R-8, R-14, HSR I and II, and NC districts, and for permitted nonresidential developments in the R-4.3, R-

3.5, and R-2.9 zone districts, the parcel shall retain at least 40 tree units per acre or at least as many tree units as the property had on the date of the tree removal permit application. Tree removals that bring a parcel below this threshold will require a tree removal/vegetation maintenance permit. Calculating tree units shall be done using Table 18.15.010-6 and replanting may be required as described in BIMC 18.15.010.G.

16.18.060 General regulations and standards.

A. While nonnative and invasive species should be kept under control and eradicated if possible, native understory vegetation shall be maintained and land disturbing activity shall be kept to a minimum. Stump pulling and use of heavy equipment is only allowed if the activity will not affect the health of adjacent trees.

B. An applicant shall protect any trees or landscaped area that must be retained during approved tree removal or vegetation maintenance work, pursuant to the protection provisions of BIMC 18.15.010.C.4 and the Community Forest Best Management Practices Manual.

C. Once a portion of a property is cleared, the property owner shall ensure that invasive species do not reestablish or expand into cleared areas.

D. Any tree or vegetation removal or maintenance undertaken without a permit pursuant to this section shall be done to ensure long-term health of the trees or vegetation. A property owner shall follow ~~the~~ ANSI A300 (Part 1 – 2017), Tree, Shrub and Other Woody Plant Management – Standard Practices (Pruning), ~~or 60 percent live crown ratio, whichever standard is more appropriate for the species.~~

E. A forest practice permit from the State Department of Natural Resources may be required pursuant to Chapter 76.09 RCW. Failure to obtain a forest practice permit when applicable shall be grounds for denial of all applications for permits or approvals, including building permits and subdivision approvals, relating to nonforestry uses of the land for a period of six years, in accordance with RCW 76.09.060. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.070 Tree removal/vegetation maintenance permit administration and review process.

A. For activities requiring a permit, the process begins with submission of a complete permit application, usually after discussion of the proposed activity with a member of the planning staff.

B. Tree removal and vegetation maintenance activities shall comply with this chapter's provisions for permits and related regulations. Permits for tree removal/vegetation maintenance may require the planting of replacement trees and/or other city permits such as a site assessment review (Chapter 15.19 BIMC).

C. The planning director shall grant a tree removal/vegetation maintenance permit if the application meets the requirements of this chapter and is consistent with other relevant city codes, including but not limited to

Chapters 15.19, 15.20, 16.12, 16.20 and 17.12 BIMC and BIMC 18.15.010. If the tree removal permit application is denied, the decision may be appealed pursuant to BIMC 16.18.110.

D. No work authorized by a tree removal/vegetation maintenance permit shall commence until a permit notice has been posted by the applicant at a conspicuous location on the subject property. The notice shall describe specific plans for tree removal and land disturbing activity and shall remain posted in said location until the authorized tree removal has been completed.

E. Any tree removal/vegetation maintenance permit granted under this chapter shall expire one year from the date of issuance. Upon a showing of good cause, the permit may be extended for six months by the planning director. Approved tree removal permits shall not be amended without authorization of the planning director.

F. A tree removal/vegetation maintenance permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.080 After-the-fact tree removal/vegetation maintenance permit.

A. In response to a report that one or more trees have been removed improperly or vegetation maintenance activity did not comply with requirements of this code, the city's code enforcement officer shall investigate. If in fact the reported activity was legitimate without a permit, no action will be taken. If the reported activity would have been allowed if a permit had been applied for, an after-the-fact tree removal/vegetation maintenance permit shall be issued. The person or persons responsible for unauthorized tree removal shall be made aware of all the conditions for approval and any applicable regulations and remedies. The fee for an after-the-fact permit shall be established by a resolution of the city council.

B. If the reported activity would not have been permitted, entirely or in some particulars, the code enforcement officer, in consultation with the planning director or the city attorney, shall follow the procedures for enforcement and penalty in BIMC 16.18.120. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.085 Forest Stewardship Plan

A. Tree Removal and Vegetation Management activities that require a permit and are planned over multiple years may be permitted for up to a 5 year period after the submittal and City review of a Forest Stewardship Plan. At a minimum the plan shall include:

1. A project narrative that addresses:
 - a. Goals of the project;

- b. Compliance with all applicable tree and vegetation retention regulations including those that resulted from a land use permit such as a subdivision, site plan review, or conditional use permit;
 - c. Canopy cover impacts;
 - d. Wildlife habitat impacts; and
 - e. Wildfire impacts.
2. A site plan identifying existing vegetation and proposed activities;
 3. A vegetation activity timeline; and
 4. A mitigation plan developed according to BIMC 16.18.090.
 5. The administrator may include additional conditions for a site-specific analysis by a qualified professional at the applicant's expense.

B. This permit type will be reviewed under procedures in BIMC 16.18.070.

C. This permit type is not applicable within the shoreline jurisdiction, or any portion of a parcel that is identified as a critical area or a critical area buffer or designated Aquifer Recharge Protection Areas (ARPAs).

16.18.090 Mitigation and restoration.

A. For alterations to or removal of significant trees or vegetation that require a permit under this chapter, the following minimum performance standards for mitigation shall be met when replanting or other mitigation is required; provided, that if the applicant can demonstrate that greater functions or values can be obtained through the application of different standards, these standards may be modified:

1. ~~Historic structural and functional values~~ Vegetation types, size, distribution, and habitat functions shall be restored, including ~~water quality and habitat functions~~ stormwater infiltration;
2. ~~Historic soil types and configuration~~ organic matter and infiltration rate shall be replicated;
3. ~~The disturbed area shall be replanted with vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities.~~ The historic environmental functions and values should be replicated at the location of the alteration; and
4. Any applicable tree retention or replanting requirements shall be met through restoration, ~~if required of~~ disturbed areas when possible.

B. Information demonstrating compliance with the requirements of this section shall be submitted to the director. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.100 Performance assurance.

A. The planning director may require, as a condition for the granting of a permit, that the applicant furnish a performance assurance in a form approved by the planning director, in order to obligate the applicant, after the approved tree removal has been accomplished, to complete all required replanting, erosion control, and cleanup on the property. The surety device shall be in an amount equal to the estimated cost of such services, with surety and conditions satisfactory to the planning director.

B. In order to stay enforcement, the director may choose to enter into a voluntary correction agreement (VCA). This is a civil contract entered between the city and the applicant. The VCA will outline several performance items that will be required within an agreed-upon time frame. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.110 Appeals.

Appeals of the planning director's decision on a tree removal/vegetation maintenance permit application shall be in accordance with the administrative decision procedures established in Chapter 2.16 BIMC. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.120 Violations, restoration and enforcement.

A. It is a violation of this chapter for any person to fail to comply with a requirement of this chapter. It is also a violation of this chapter for any person to:

1. Initiate or maintain, or cause to be initiated or maintained, the removal of significant tree(s) or native vegetation within the city without first obtaining permits or authorizations required by this chapter, or in a manner that violates the terms or conditions of such permits or authorizations or this chapter;
2. Misrepresent any material fact in any application, plans or other information submitted to obtain permits or authorizations under this chapter; or
3. Remove or deface any sign, notice, complaint, or order required by or posted in accordance with this chapter.

B. When a significant tree or vegetation has been removed or altered in violation of this chapter, all ongoing development work shall stop, and the significant tree or vegetation shall be restored or replaced. The city shall have the authority to issue a stop work order to cease all ongoing development work, and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of provisions of this chapter.

C. Restoration Plan Required. All development work shall remain stopped until a restoration plan is prepared and approved by the director. Such a plan shall be prepared by a qualified professional using the best available science

and shall describe how the actions proposed meet the minimum requirements described in BIMC 16.18.090. The director shall, at the violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.

D. Site Investigations. The director is authorized to make site inspections and take such actions as are necessary to enforce this chapter. The director shall present proper credentials and make a reasonable effort to contact any property owner before entering onto private property.

E. Penalties. Any development or activity carried out contrary to the provisions of this chapter shall constitute a public nuisance and may be enjoined as provided by the statutes of the state of Washington. Enforcement of this chapter and the imposition of penalties for violations of this chapter shall be as provided for in Chapter 1.26 BIMC; provided, that in addition to the civil penalties provided for in BIMC 1.26.090, an additional penalty shall be imposed on any person, party, firm, corporation, property owner, or other legal entity who fails to complete a required restoration plan, who conducts any disturbance (including cutting or removing trees or vegetation) in violation of this chapter, or who is otherwise in violation of this chapter.

For such violations, the additional penalty shall be in the amount equal to 200 percent of the cost of restoration as approved under a restoration plan pursuant to subsections B and C of this section for a minor violation. For a major violation, the additional penalty shall be in the amount equal to 200 percent of the cost of restoration as approved under a restoration plan pursuant to subsections B and C of this section, or \$2,500, whichever is greater. The director shall determine whether the disturbance is a minor or major violation. Any person, party, firm, corporation, or other legal entity who knowingly and willfully refuses to complete a required restoration pursuant to subsections C and D of this section shall be guilty of a misdemeanor punishable by not more than 30 days in jail and/or not more than a \$1,000 fine. (Ord. 2018-19 § 1 (Exh. A), 2018)

16.18.130 Definitions.

"Applicant" means a person, corporation, or organization that files an application for a land use or development permit with the city: either the owner of the land in question, or the authorized agent of such a person.

"Aquifer recharge protection area (ARPA)" means a portion of a development site comprised of native or equivalent vegetation in which existing vegetation, topography and supporting soils are free of development, uses or activities detrimental to the aquifer recharge of the total site area.

"Arborist" means an individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of trees and other woody plants. Must be concurrently an International Society of Arboriculture (ISA) Certified Arborist to perform any role required of a Certified Arborist.

“Arborist, ISA Certified” means an arborist holding a current International Society of Arboriculture (ISA) Certified Arborist credential.

“Arborist, Tree Risk Assessment Qualified (TRAQ)” means an arborist who has successfully completed the International Society of Arboriculture (ISA) TRAQ training course and assessment and holds a valid ISA TRAQ credential.

“Clearing” means the destruction and removal of vegetation by manual, mechanical, or chemical methods.

“Dead Tree” means a tree that has no live tissue or is determined to have less than 10% live tissue by a Tree Risk Assessment Qualified ISA Arborist.

“Hazard Tree” means a tree that has been found to be high or extreme risk, by an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) arborist who identifies criteria located in BIMC 16.18.050.

“Invasive/exotic species” means opportunistic plant species ~~(either native or non-native)~~ that colonize disturbed ecosystems and may come to dominate the plant community in ways that are seen by us as reducing the values provided by the previous plant community.

“Land disturbing activity” means any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

“Low impact development (LID)” means a stormwater and land use management strategy that strives to mimic predisturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“Low impact development best management practices (LID BMPs)” means distributed stormwater management practices, integrated into a project design, that emphasize predisturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to: bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, improvements to soil quality and depth, minimal excavation foundations, vegetated roofs, and water reuse.

“Significant tree” means a: (1) a live evergreen tree 10 inches in diameter or greater, measured four and one-half feet above existing grade; or (2) a live deciduous tree 12 inches in diameter or greater, measured four and one-half feet above existing grade; or (3) in the Mixed Use Town Center and High School Road zoning districts, any live tree eight inches in diameter or greater, measured four and one-half feet above existing grade; or (4) any live trees located within a required critical area or critical area buffer as defined in Chapter 16.20 BIMC.

“Vegetation” means plant matter, including trees, shrubs and ground cover. (Ord. 2018-19 § 1 (Exh. A), 2018)

“Wildlife Snag” means a standing tree that is purposefully managed for wildlife habitat or a tree that has been partially removed and whose trunk has been left standing at six feet tall or taller to provide quality habitat for wildlife species.

Exhibit B

Chapter 16.32 PROTECTION OF LANDMARK TREES

- 16.32.005 Applicability.
- 16.32.010 Definitions.
- 16.32.015 Exemptions.
- 16.32.020 Landmark tree criteria.
- 16.32.030 Landmark tree retention.
- 16.32.040 Emergencies.
- 16.32.050 Appeals.
- 16.32.060 Violations and penalties.

16.32.005 Applicability.

This chapter applies to ~~all zoning districts except R-0.4, R-1, and R-2, only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan, updated November 8, 2006. (Ord. 2019-17 § 7, 2019)~~

16.32.010 Definitions.

A. "City attorney" means the city attorney of the city of Bainbridge Island, or their designee.

B. "Dead Tree" means a tree that has no live tissue or is determined to have less than 10% live tissue by a Tree Risk Assessment Qualified ISA Arborist.

~~BC. "Diameter breast height" means the diameter of a tree measured at four and one-half feet above the ground on the uphill side of the tree.~~

~~CD. "Landmark trees" means trees, located on Bainbridge Island, that are unique because of their age, size, species, historical significance, or aesthetic quality and meet the criteria established by this chapter.~~

~~DE. "Planning director" means the director of the planning and community development department of the city of Bainbridge Island, or their designee.~~

F. "Removal" means cutting of a tree with the intent to kill it, including wildlife snag creation wherein all live material is removed from the tree.

~~EG. "Replacement tree" means a tree that is of a species native and indigenous to the site where a landmark tree was removed and is a minimum size of six feet in height measured from top of the root flare, with a minimum trunk diameter of one inch measured at four inches above the top of the root flare for both evergreen and deciduous trees.~~

~~FH. "Size" means the diameter breast height of a tree. (Ord. 2018-42 § 1, 2018; Ord. 2018-25 § 2, 2018)~~

16.32.015 Exemptions.

In the following circumstances, a removal of landmark tree permit shall not be required pursuant to this section:

A. The tree(s) at issue is/are dead;

B. For routine maintenance activities required to control vegetation on road, access, or utility rights-of-way or easements, including tree removal, pruning, and thinning; or

C. For Class II and Class III forest practices regulated by the Washington State Department of Natural Resources under Chapter 76.09 RCW. (Ord. 2018-45 § 2, 2018)

16.32.020 Landmark tree criteria.

Landmark trees are trees that meet the following criteria for their species or are known to be 100 years old or older:

Species	Size (Greater than or equal to)
Birch (Betula papyrifera spp.)	30"
Beech (Fagus grandifolia spp.)	36"
Catalpa (Catalpa speciosa)	36"
American Elm (Ulmus americana)	30"
Douglas Fir (Pseudotsuga menziesii)	40"
Grand Fir (Abies grandis)	40"
Horsechestnut (Aesculus hippocastanum)	40"
Western Hemlock (Tsuga heterophylla)	30"
Black Locust (Robinia pseudoacacia)	30"
Lombardy Poplar (Populus nigra)	38"
Pacific Madrone (Arbutus menziesii)	24"
Bigleaf Maple (Acer macrophyllum)	36"

Species	Size (Greater than or equal to)
Silver Maple (<i>Acer saccharinum</i>)	36"
Monkey Puzzle Tree (<i>Araucaria araucana</i>)	36"
Monterey Pine (<i>Pinus radiata</i>)	30"
Oregon White Oak (<i>Quercus garryana</i>)	30"
Pacific Yew (<i>Taxus brevifolia</i>)	20"
Pin Oak (<i>Quercus palustris</i>)	30"
Red Oak (<i>Quercus rubra</i>)	38"
Ponderosa Pine (<i>Pinus ponderosa</i>)	30"
Western White Pine (<i>Pinus monticola</i>)	30"
Sitka Spruce (<i>Picea sitchensis</i>)	36"
Sycamore (<i>Platanus occidentalis</i>)	36"
English Walnut (<i>Juglans regia</i>)	30"
Western Red Cedar (<i>Thuja plicata</i>)	30"
Coast Redwood (<i>Sequoia sempervirens</i>)	30"
Japanese Laceleaf Maple	12"
Pacific Dogwood (<i>Cornus nautalii</i>)	<u>20"</u>
Atlas Cedar (<i>Cedrus atlantica</i>)	<u>36"</u>
Deodar Cedar (<i>Cedrus deodara</i>)	<u>36"</u>
Black Walnut (<i>Juglans nigra</i>)	<u>24"</u>
Red Maple (<i>Acer rubrum</i>)	<u>36"</u>

Species	Size (Greater than or equal to)
<u>Giant Sequoia (Sequoiadendron giganteum)</u>	<u>40"</u>
<u>Weeping Willow (Salix babylonica)</u>	<u>30"</u>
<u>Shore Pine (Pinus contorta)</u>	<u>24"</u>
<u>Port Orford Cedar (Chamaecyparis lawsoniana)</u>	<u>30"</u>
<u>Cherry (Prunus spp.)</u>	<u>24"</u>

(Ord. 2018-42 § 1, 2018: Ord. 2018-25 § 2, 2018)

16.32.030 Landmark tree retention.

A. Except as otherwise allowed under this chapter, no person, corporation, or other legal entity shall remove a landmark tree without having obtained approval from the planning director.

B. Prior to the removal of a landmark tree, any person, corporation, or other legal entity seeking to remove a landmark tree must submit an application for removal of a landmark tree, along with a fee to be established by resolution of the city council, to the department of planning and community development.

C. Upon receipt of an application for removal of a landmark tree, the planning director will review the application materials and consider the request based upon the criteria outlined in this chapter and any other city regulations that apply to the tree requested for removal, such as, but not limited to, Chapter 16.12 BIMC, Shoreline Master Program, Chapter 16.20 BIMC, Critical Areas, and BIMC 18.15.010, Landscaping, screening, and tree retention, protection and replacement.

D. The planning director shall approve the removal, deny the removal, or request additional information. The planning director shall only approve the removal of a landmark tree if all other applicable city regulations are met and upon a finding that at least one of the following criteria is met:

1. The removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible; or
2. The removal is necessary to fulfill the terms of an easement or covenant recorded prior to the adoption of the ordinance codified in this chapter; or
3. The tree is ~~diseased, or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC 18.15.010.C.1.c.~~ determined to have a high or extreme Tree Risk Rating by an ISA certified TRAQ Arborist who:

- a. Identifies the tree part(s) and defect(s) that increase the likelihood of failure;

- b. Identifies the target(s) and site factors contributing to increased likelihood of impact;
- c. Utilizes a timeframe of five years or less; and
- d. Utilizes the Matrixes in tables 16.32.030-1 and 16.32.030-2 to determine the Tree Risk Rating.

16.32.030-1: Likelihood Matrix

<u>Likelihood of Failure</u>	<u>Likelihood of Impact</u>			
	<u>Very Low</u>	<u>Low</u>	<u>Medium</u>	<u>High</u>
<u>Imminent</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>	<u>Likely</u>	<u>Very Likely</u>
<u>Probable</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>	<u>Likely</u>
<u>Possible</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Somewhat Likely</u>
<u>Improbable</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>	<u>Unlikely</u>

16.32.030-2: Tree Risk Rating Matrix

<u>Likelihood of Failure and Impact</u>	<u>Consequences of Failure</u>			
	<u>Negligible</u>	<u>Minor</u>	<u>Significant</u>	<u>Severe</u>
<u>Very Likely</u>	<u>Low</u>	<u>Moderate</u>	<u>High</u>	<u>Extreme</u>
<u>Likely</u>	<u>Low</u>	<u>Moderate</u>	<u>High</u>	<u>High</u>
<u>Somewhat Likely</u>	<u>Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Moderate</u>
<u>Unlikely</u>	<u>Low</u>	<u>Low</u>	<u>Low</u>	<u>Low</u>

In deciding whether the removal of a landmark tree is necessary under subsection D.1 or 2 of this section, the planning director shall consider all land use regulations applied to the subject property, such as: Chapter 15.19 BIMC, Site Assessment Review, Chapter 16.12 BIMC, Shoreline Master Program, Chapter 16.20 BIMC, Critical Areas, or any other tree retention regulations applied through a land use permit.

E. If the planning director grants an application for removal of a landmark tree upon a finding that the removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible, then the property owner that submitted the application shall be required to provide mitigation through the planting of replacement trees on the property from which the landmark tree was removed in accordance with the following:

1. The quantity of replacement trees is calculated by multiplying the diameter breast height of the subject landmark tree by 50 percent to establish the number of replacement inches; and
2. The total number of replacement trees is determined by the total caliper inches of Replacement Trees equaling or exceeding the required tree replacement inches established in subsection E.1 of this section.

F. In lieu of planting the replacement trees prescribed in subsection E of this section, an applicant may satisfy the tree replacement requirements by:

1. Planting at least three replacement trees on the property from which the landmark tree was removed; and
2. Contributing to the Bainbridge Island tree fund at a rate of \$500.00 per each replacement inch not accounted for in the planting of replacement trees; and
3. The sum of the tree replacement inches accounted for by contributing to the Bainbridge Island tree fund and the total caliper inches of the replacement trees planted shall not be less than the total replacement inches calculated in subsection E of this section. (Ord. 2018-45 §§ 3, 4, 2018; Ord. 2018-42 § 1, 2018; Ord. 2018-32 § 2, 2018; Ord. 2018-25 § 2, 2018)

16.32.040 Emergencies.

A. In emergency situations involving immediate danger to life or real property, removal of a landmark tree is permitted without first obtaining approval from the planning director; provided, that the following conditions are satisfied:

1. The person, corporation, or other legal entity that removed the landmark tree submits an application for removal of a landmark tree under this chapter within 14 days after the emergency situation is stabilized; and
2. The person, corporation, or other legal entity that removed the landmark tree provides, within 14 days after the emergency situation is stabilized, the city with documentation establishing the existence of the emergency situation, with such documentation including at least four high resolution photographs evidencing the existence of the emergency situation; and
3. The planning director subsequently approves the removal pursuant to this chapter.

B. If the conditions of subsection A of this section are not satisfied, the person, corporation, or other legal entity that removed the landmark tree without first obtaining approval from the planning director will be in violation of this chapter. (Ord. 2018-42 § 1, 2018; Ord. 2018-32 § 3, 2018; Ord. 2018-25 § 2, 2018)

16.32.050 Appeals.

A. The planning director's decision on an application for removal of a landmark tree may be appealed to the hearing examiner as described in BIMC 2.16.020.R.1.

B. All appeals must be filed within 14 days following the issuance of the planning director's decision on the application. (Ord. 2018-42 § 1, 2018: Ord. 2018-32 § 4, 2018: Ord. 2018-25 § 2, 2018)

16.32.060 Violations and penalties.

A. This chapter shall be enforced, and penalties for violations of this chapter will be imposed, pursuant to Chapter 1.26 BIMC, except that no notice of infraction may be issued under Chapter 1.26 BIMC for a violation of this chapter. In addition to notices of violation issued under BIMC 1.26.050 or 1.26.060, BIMC 1.26.070 will also govern the review and appeal of any notice of violation issued under Chapter 1.26 BIMC for a violation of this chapter.

B. In addition to the civil penalties imposed under BIMC 1.26.090, an additional civil penalty will be imposed on any person, corporation, or other legal entity that removes a landmark tree without prior approval of the planning director. This additional civil penalty will be in the amount of \$25,000 for each landmark tree removed. The city attorney will take appropriate action to collect this additional civil penalty.

C. In the event of a conflict between the requirements of this chapter and any other requirement of the Bainbridge Island Municipal Code, this chapter will govern and control. (Ord. 2018-42 § 1, 2018: Ord. 2018-32 § 5, 2018: Ord. 2018-25 § 2, 2018)

Exhibit C

Chapter 18.15 DEVELOPMENT STANDARDS AND GUIDELINES

18.15.010 Landscaping, screening, and tree retention, protection and replacement.

All development shall comply with the following regulations addressing landscaping and screening unless other applicable regulations require additional or different forms of landscaping or screening, in which case the more specific standard or criteria shall govern.

A. Purpose.

1. General. The purpose of this section is to preserve the landscape character of the community, link the Island's natural amenities with landscape greenbelts along roads, improve the aesthetic quality of the built environment, promote retention and protection of existing vegetation, reduce the impacts of development on wetlands, streams and the natural environment, enhance the value of current and future development and increase privacy for residential zones, and encourage preservation of significant and heritage trees by:

- a. Retaining existing vegetation, tree stands and significant trees by incorporating them into the site design.
- b. Incorporating native vegetation and drought resistant plant material into new landscape developments.
- c. Providing vegetated screening between different intensities of residential uses, and between development and roads.
- d. Providing visual relief of parking areas in the neighborhood centers, the Winslow Mixed Use Town Center, and the light manufacturing, (water-dependent) industrial, High School Road and urban multifamily districts.
- e. Providing vegetated screening between residential and nonresidential areas.
- f. Preserving, protecting, and enhancing critical areas.
- g. Protecting the natural forested areas.

2. Specific Zone Districts. In addition to the regulations listed in subsection A.1 of this section:

- a. For single-family residential development and redevelopment in the R-2.9, R-3.5, and R-4.3 residential districts the intent is to preserve and enhance the city's physical and aesthetic character by retaining and maintaining trees within the residential landscape.
- b. For single-family residential short plats and subdivisions in residential districts, the intent is to preserve the greenbelts along designated scenic roadway corridors.
- c. In the R-8 and R-14 multifamily residential districts, the intent is to screen urban multifamily projects from adjacent lower density residential properties and to soften the appearance of surface parking areas.
- d. For nonresidential uses outside the Winslow Mixed Use Town Center, High School Road I and II, NC, B/I, and WD-I districts, the intent is to retain the natural landscape qualities of the island by retaining existing vegetated buffers to screen views of structures and parking areas and to buffer between areas of high and low intensity uses.
- e. In the Winslow Mixed Use Town Center central core and ferry terminal overlay districts, the intent is to provide an urban character by incorporating landscape standards; and to provide landscape development to screen uses from single-family residential properties; and to soften the appearance of surface parking areas.
- f. In the Winslow Mixed Use Town Center, Ericksen Avenue and Madison overlay districts, the intent is to retain the character of landscape front yards; and to provide landscape development to screen uses from single-family residential properties; and to soften the appearance of surface parking areas.
- g. In the Winslow Mixed Use Town Center gateway overlay district, the intent is to retain the greenbelt located adjacent to SR 305 consistent with the greenways plan and to provide landscape development to screen uses from single-family residential properties.
- h. In the High School Road I and II districts, the intent is to provide landscape development to screen uses from adjacent single-family residential properties and to soften the appearance of surface parking areas.
- i. In the NC district, the intent is to incorporate landscape standards that support pedestrian scale neighborhood uses compatible with the intensity of the surrounding residential neighborhood; to minimize the impact of lighting, noise and views of surface parking areas; and to provide a buffer between higher and lower intensity uses.

j. In the B/I district, the intent is to provide a year-round vegetated screen and a noise and site lighting buffer of industrial development from adjacent nonindustrial properties and roadways.

k. In the WD-I district, the intent is to provide landscape development that screens parking lots and large structures, but allows visual access to the shoreline and small scale active industrial facilities.

B. Applicability.

1. All new development, except single-family residential building permits in the R-0.4, R-1, and R-2 zones, shall be subject to the requirements of this section, except as modified by subsections B.2 and B.3 of this section.

2. Projects subject to the conditional use permit process may be required to exceed the requirements of this chapter.

3. Specific submittal requirements for landscaping plans (tree protection, retention and planting plans) are included in the city's administrative manual.

4. Specific landscape requirements applicable to development in each zone district are indicated with an "X" and summarized in the following Table 18.15.010-1.

Table 18.15.010-1: Landscape Requirements by Zone District

Landscape Requirements for Land Uses and Districts		General Regulations	Perimeter Landscaping	Roadside Buffer	Parking Lot Landscaping	Total Site Tree Unit Requirements BIMC <u>18.15.010.G</u>	Planting Requirements	Irrigation	Maintenance
Single-Family Residential Properties in R-2.9, R-3.5, and R-4.3 Zones		X				X	X	X	X
R-8 and R-14 Multifamily Districts		X	X	X	X	X	X	X	X
Nonresidential Uses in Residential Districts		X	X	X	X	X	X	X	X
Winslow Mixed Use Town Center [1]	Central Core Overlay	X	X	X [2]	X	X	X	X	X
	Erickson Ave. Overlay	X	X	X [2]	X	X	X	X	X
	Madison Ave. Overlay	X	X	X [2]	X	X	X	X	X
	Gateway Overlay	X	X	X [2]	X	X	X	X	X

Table 18.15.010-1: Landscape Requirements by Zone District

Landscape Requirements for Land Uses and Districts		General Regulations	Perimeter Landscaping	Roadside Buffer	Parking Lot Landscaping	Total Site Tree Unit Requirements BIMC 18.15.010.G	Planting Requirements	Irrigation	Maintenance
	Ferry Terminal Overlay	X	X	X [2]	X	X	X	X	X
High School Road District		X	X	X [2]	X	X	X	X	X
NC District		X	X		X	X	X	X	X
B/I District		X	X	X	X		X	X	X
WD-I District		X	X	X	X		X	X	X

[1] Refer to Chapter 18.18 BIMC for additional landscape requirements specific to the Mixed Use Town Center districts.

[2] Roadside buffer requirement is adjacent to Highway 305 only.

C. General Regulations. Where Table 18.15.010-1 indicates that development must comply with the requirements of this subsection C, all development shall comply with the following requirements. These requirements are intended to supplement any regulations in Chapters 16.12 (Shoreline Master Program) and 16.20 (Critical Areas) BIMC, which remain the primary source of regulation for environmentally sensitive areas in Bainbridge Island. In the event of any inconsistency between the requirements of this subsection C and the requirements of Chapters 16.12 and 16.20 BIMC, the requirements of Chapters 16.12 and 16.20 BIMC shall apply.

1. Retention.

a. Intent. The intent of these regulations is to preserve the forested character of the Island by preserving existing vegetation, trees and tree stands, and incentivizing tree protection and replacement in certain districts through a tree unit system, thereby mitigating the development

impacts of increased stormwater runoff, impervious surface, and loss of carbon dioxide absorption capacity. This shall be accomplished in a manner consistent with the comprehensive plan and the requirements of Washington law and to discourage the removal of significant tree(s) and tree stands.

b. Perimeter Tree Retention Requirements. Trees and tree stands located in the perimeter areas required to be landscaped pursuant to subsections D and E of this section shall be retained and protected as described in subsection C.4 of this section, unless an applicant can demonstrate during the land use permit review process that the existing trees and vegetation will be compromised after the development is complete, and would likely become hazardous as described in subsection C.1.c of this section. If the applicant can demonstrate that hazard, then new trees and vegetation may be planted pursuant to the planting standards of subsection D.4 of this section. Perimeter landscape widths may be averaged to save significant trees, but shall not be reduced to less than the allowed minimum perimeter dimension.

c. Exceptions. Significant trees and tree stands may be removed if it is determined by a consulting arborist who is certified by the American Society of Consulting Arborists with TRAQ, or a TRACE TRAQ ISA Arborist certified professional as established by the PNW Chapter of the International Society of Arboriculture, and whose services are paid for by the applicant, that the vegetation is:

- i. A safety hazard due to potential root, trunk, or primary limb failure, or due to exposure of mature trees that have grown in a closed, forested situation Between moderate to extreme risk as determined using BIMC tables 16.18.050-1 and 16.18.050-2; or
- ii. Damaged, or Diseased or standing dead trees that cannot be safely retained as wildlife snags.

d. Protection of Tree Stands. Notwithstanding a determination under subsection C.1.c of this section, if trees have been removed from a closed, forested location, a buffer of smaller trees shall be retained or planted on the fringe of the closed, forested area. The buffer of smaller trees shall be adequate to protect the health of the remaining mature trees in the closed, forested area, as determined by a consulting arborist who is certified by the American Society of Consulting Arborists, and whose services are paid for by the applicant.

2. Replacement.

a. Intent. The intent of these regulations is to discourage prevent the unauthorized removal of significant tree(s) and tree stands; and to establish a replacement or fine if such activity occurs. All replanting plans must be prepared or approved by a landscape architect licensed by the state of Washington, a Washington certified nursery professional or a Washington certified landscaper, a

consulting arborist who is certified by the American Society of Consulting Arborists, or a TRACE certified professional as established by the PNW Chapter of the International Society of Arboriculture an ISA certified Arborist.

b. Requirements for Mitigation of Unauthorized Removal. If trees required to be retained pursuant to subsection C.1 of this section are not retained or if protection measures described in subsection C.4 of this section are not fully implemented, they shall be replaced by at least one-and-one-half times (150 percent) of the number of tree units removed. The trees removed shall be replaced with trees of the same type, evergreen or deciduous. Native shrubs and ground cover shall also be replaced when replacing tree stands due to unauthorized removal. Shrubs shall be one-gallon size planted four feet on center spacing; ground cover shall be one-gallon size planted three feet on center spacing. The shrubs and ground cover shall be planted within the limits of the previous tree stand canopy.

c. Requirements for Permitted Removal. A property owner may request removal of trees required to be retained pursuant to this chapter by applying for a clearing permit (Chapter 16.18 BIMC). Trees will be approved for removal only if they meet the hazard tree requirements of subsection C.1.c of this section. The clearing permit application shall include a replanting plan. In designing the replanting plan, the landscape or tree professional must consider what landscape function the tree(s) to be removed are serving on the property (e.g., parking lot, street tree, perimeter screening), and what species and location(s) for replanting strives to replace that function. New planting areas may need to be created to achieve this goal.

3. Enforcement and Penalties. Failure to retain, replace or transplant trees will be enforced as follows; provided, that any fine shall be no less than three times the value of the trees, as determined by the current standards of the International Society of Arboriculture found in BIMC 18.15.010.G.3.a.iii. If unauthorized tree(s) or vegetation removal occurs within the public right-of-way, all permits in force on the subject property shall be suspended and no new permits issued until the tree(s) or vegetation has been replaced or all penalties have been satisfied. The director is authorized to make site inspections and take such actions as are necessary to enforce this title in accordance with Chapters 1.16, 1.24, and 1.26 BIMC. The director may require an evaluation by a tree professional, a qualified engineer, landscape architect, soils engineer, testing lab, or other specialist at any time during the tree plan review process or tree removal inspection as necessary to ensure compliance with the provisions of this chapter and/or the terms of the clearing permit. Applicant shall be responsible for any associated costs.

a. Notice of Infraction. It is unlawful for any person to:

i. Initiate or maintain, or cause to be initiated or maintained, the use, construction, placement, removal, alteration, or demolition of any structure, land, vegetation or property within the city contrary to the provisions of this chapter.

ii. Misrepresent any material fact in any application, plans or other information submitted to obtain permits or authorizations under this title or not following the conditions of an approval.

iii. Remove or deface any sign, notice, complaint, or order required by or posted in accordance with this chapter.

iv. Fail to submit or implement a planting plan as required by this section.

b. Stop Work Orders. The city shall have the authority to issue a stop work order to cease all development work, and order restoration, rehabilitation, or replacement measures, including applicable sureties, at the owner's or other responsible party's expense to compensate for the use, construction, placement, removal, alteration, or demolition of any structure, land, vegetation or property within the city contrary to the provisions of this chapter.

c. Additional Remedies. In addition to any other remedy provided by this chapter or under the BIMC, the city may initiate injunction or abatement proceedings or any other appropriate action in courts against any person who violates or fails to comply with any provision of this chapter to prevent, enjoin, abate, and/or terminate violations of this title and/or to restore a condition which existed prior to the violation. In any such proceeding, the person violating and/or failing to comply with any provisions of this chapter shall be liable for the costs and reasonable attorneys' fees incurred by the city in bringing, maintaining and/or prosecuting such action.

d. Notice of Infraction. Except as provided in subsection C.3.f of this section, conduct made unlawful by the city under this chapter shall constitute a civil infraction and is subject to enforcement and fines as provided in BIMC 1.26.035, and additionally, is subject to fines as provided in Table 18.15.010-2. A civil infraction under this section shall be processed in the manner set forth in Chapter 1.26 BIMC.

e. Civil Penalty.

i. In addition to any civil infraction fine, criminal penalty, and/or other available sanction or remedial procedure, any person engaging in conduct made unlawful by this chapter shall be subject to a cumulative civil penalty in the amount of \$1,000 per day for each violation from the date set for compliance until the date of compliance. Any such civil penalty shall be collected in accordance with BIMC 1.26.090.

ii. A person who fails to comply with the requirements of this chapter or the terms of a permit issued hereunder, who undertakes an activity regulated by this chapter without obtaining a permit, or fails to comply with a cease and desist or stop work order issued under this chapter shall be subject to a civil penalty as set forth in Table 18.15.010-2. Each unlawfully removed or damaged tree shall constitute a separate violation.

iii. Any person who aids or abets in the violation shall be considered to have committed a violation for purposes of the civil penalty.

iv. In addition to the penalties addressed under subsection C.3.e.ii of this section, failure to retain, replace or transplant trees will be enforced as provided in this code; provided, that any financial penalty assessed will be the greater of the amount indicated in Table 18.15.010-2 or three times the value of the trees, as determined by the current standards of the International Society of Arboriculture found in BIMC 18.15.010.G.3.a.iii, whichever is greater. The director may elect not to seek penalties if he or she determines that the circumstances do not warrant imposition of civil penalties in addition to restoration.

Exception to director's discretion statement above: Any tree identified on a development project's required landscaping plan as retained and given a monetary value per subsection G.3.a.iii of this section that is removed, or dies during the surety period due to improper protection during construction, shall be subject to an automatic fine of three times the tree's stated value. All of the project's active permits shall also be suspended until the fine is paid and all restoration work completed.

Table 18.15.010-2: Penalties

Types of Violations	Allowable Fines per Violation
1. Removal of tree(s) approved to be removed, but prior to final tree retention and planting plan approval or issuance of a city tree removal permit	\$100.00 per tree
2. Removal or damage of tree(s) that are or would be shown to be retained on an approved tree retention and planting plan or any other violation of approved tree protection plan	\$1,000 per tree
3. Removal of tree(s) without applying for or obtaining a required city land use permit	\$1,000 per tree
4. Removal of tree(s) without applying for or obtaining a required city clearing permit	\$1,000 per tree

Table 18.15.010-2: Penalties

Types of Violations	Allowable Fines per Violation
<p>The financial penalty will be the amount indicated in this table or three times the value of the trees, as determined by the current standards of the International Society of Arboriculture found in BIMC 18.15.010.G.3.a.iii, whichever is greater, pursuant to subsection C.3.e.iv of this section.</p>	

f. Repeat Offenders. Any person who again violates this chapter within 12 months after having been found by the Bainbridge Island municipal court to be in violation of this chapter commits a misdemeanor and any person who is convicted of that misdemeanor shall be punished as provided in BIMC 1.24.010.A.

4. Protection During Construction and Development.

a. Intent. The intent of these regulations is to provide the best protection for existing vegetation, trees and tree stands, including protection for trees on adjacent properties, protection of LID BMPs during construction and development activities, and preservation of the ecological function of the landscaping area by protecting existing soil.

b. Requirements.

i. No cutting of trees shall be allowed on a site until the tree retention and planting plans have been approved by the director and a clearing, grading or building permit issued.

ii. In order to preserve future ecological function, the applicant shall identify areas of prohibited disturbance, generally corresponding to the dripline or critical root zone (as identified by a consulting arborist) of the existing vegetation, trees and/or tree canopy of tree stands to be retained, buffers, areas of existing vegetation to be maintained, future LID BMPs, and future planting areas larger than 400 square feet (i.e., landscape islands in parking lots). The prohibited disturbance areas shall be reviewed and approved by the director as part of the land use permit review process.

iii. A temporary five-foot-high chain link fence with tubular steel poles or "T" posts shall delineate the area of prohibited disturbance defined in subsection C.4.b.ii of this section, unless the director has approved the use of a four-foot-high plastic net fence as an alternative. The fence shall be erected and inspected by city staff before clearing, grading and/or construction

permits are issued and shall remain in place until construction has been completed, and shall at all times have affixed to it a sign indicating the protected area.

iv. No impervious surfaces, fill, excavation, vehicle operations, compaction, removal of native soil or storage of construction materials shall be permitted within the area defined by the required construction fencing. If avoiding construction and compaction in future planting areas is unavoidable, the landscape plan for the project shall include methods for aerating and/or augmenting compacted soil to prepare for new planting, pursuant to subsection H.2 of this section.

v. A rock well shall be constructed if the grade level around the tree is to be raised more than one foot. The inside diameter of the well shall be equal to the diameter of the dripline or critical root zone (as identified by a consulting arborist) of the tree or tree canopy of tree stands.

vi. The grade level shall not be lowered within the larger of (A) the dripline or critical root zone (as identified by a consulting arborist) of the tree, or the tree canopy of tree stands, or (B) the area recommended by a consulting arborist.

vii. Alternative protection methods may be used if recommended by a consulting arborist and determined by the director to provide equal or greater tree protection.

viii. Wherever this subsection C.4 allows or requires the involvement of a consulting arborist, that individual shall be selected from the city's list of current arborists certified by the American Society of Consulting Arborists or the International Society of Arboriculture (ISA), and have a valid TRAQ credential, and his or her their services shall be paid for by the applicant.

ix. Protect LID BMPs during construction and development activities in accordance with Chapter 15.20 BIMC.

x. To ensure the best outcomes for significant trees that are retained, any situation not directly addressed above shall follow standards set forth in Section 2 of the Community Forest Best Management Practices Manual.

5. Modification of Requirements. If the significant tree and tree stand retention requirements of this section create an unnecessary hardship, the applicant may request a modification. The director may administratively approve a modification of the significant tree and tree stand requirements of this section if the director finds that the following standards have been met:

- a. The modification is necessary because of special circumstances relating to the location of existing significant trees and tree stands that prevent compliance with this section; and
- b. The special circumstances of the subject property make the strict enforcement of the provisions of this section an unnecessary hardship to the property owner; and
- c. The special circumstances of the subject property are not the result of the actions of the applicant; and
- d. The approving of the modification will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and land use district in which the subject property is located; and
- e. The modification is consistent with the purpose and intent of this chapter; and
- f. The site design incorporates the retention of other natural vegetation in consolidated locations that promotes the natural vegetated character of the site.

D. Perimeter Buffering and Screening.

1. Intent. The intent of this subsection D is to provide an effective vegetated screen over time between uses or land use districts, to screen parking areas and structures located adjacent to public rights-of-way, and to allow visual and physical access to pedestrian and other nonmotorized oriented uses, such as a multipurpose trail or bikeway if those trails could be accommodated without compromising significant vegetation or hazardous slopes. Additional buffers may be required per BIMC 16.20.170, The Winslow Ravine – Special rules in Mixed Use Town Center.

2. Requirements by District. In addition to meeting the general requirements of subsection D.4 of this section, applicants shall meet the specific requirements of Table 18.15.010-3 applicable to the zone district or overlay district in which the property is located. In the case of a conflict between the requirements of this subsection D.2 and the requirements of subsection D.4 of this section, the requirements of this subsection D.2 shall apply. The tree retention, replacement, and protection standards of subsection C of this section apply to perimeter buffers. These perimeter landscape requirements are in addition to required roadside landscaping in subsection E of this section and parking lot landscape requirements in subsection F of this section. These requirements do not apply to projects involving only interior renovations of existing buildings.

Table 18.15.010-3: Perimeter Landscaping Requirements by Land Use and Zoning District

Abutting Zoning or Land Use District	Perimeter Landscape Type	Perimeter Width (ft.)	Minimum Perimeter Width (ft.)
Multifamily in R-2, R-1 and R-0.4 Districts			
Single-family residential	Full Screen	25	25
R-8 and R-14 Multifamily Districts			
R-4.3 (urban residential)	Partial Screen	20	15
Nonresidential Uses in Areas Outside Winslow Mixed Use, HSR, NC, B/I, WD-I Districts			
Residential including multifamily	Full Screen	25	25
Nonindustrial uses	Partial Screen	20	10
Winslow Town Center Mixed Use District [1]			
Non-B/I Single-family residential	[2] Full Screen	50 20	35 15
HSR I and II Districts			
Single-family residential	Full Screen	20	15
NC Districts			
Residential including multifamily	Full Screen	20	15
B/I Districts			
Non-B/I	Full Screen [2]	50	35
WD-I Districts			
Residential including multifamily	Full Screen	40	30
Nonindustrial uses	Full Screen	25	15
[1] For perimeter landscaping requirements in the ferry terminal district transition area, north of Winslow Way, reference BIMC 18.12.030.C.			

Table 18.15.010-3: Perimeter Landscaping Requirements by Land Use and Zoning District

Abutting Zoning or Land Use District	Perimeter Landscape Type	Perimeter Width (ft.)	Minimum Perimeter Width (ft.)
[2] This perimeter buffer applies even when a private access road separates a B/I property from non-B/I property.			

3. Perimeter buffers for residential and commercial subdivisions are required pursuant to BIMC 17.12.070.O. The buffers shall be pursuant to the standards set forth in subsection D.4 of this section. The tree retention, replacement, and protection standards of subsection C of this section apply to perimeter buffers for residential and commercial subdivisions.

4. General Requirements.

a. Full Screen. The intent of this buffer is to provide an effective vegetated screen over time between uses, land use districts, or to screen parking areas and structures from the public rights-of-way. Where full screen perimeter landscaping is required, the applicant must provide:

i. Minimum 70 percent evergreen trees ranging in height from four feet to six feet at the time of planting with at least 50 percent being six feet high; and

ii. Deciduous trees with a caliper of at least two inches at the time of planting; and

iii. At least 50 percent of the trees shall be native species or drought resistant; and

iv. The number of trees is determined by calculating the area of the perimeter buffer and dividing by 250 square feet, or one tree for every 10 feet of buffer length, whichever is greater; and

v. Minimum 70 percent evergreen shrubs at least 21 inches in height at the time of planting, to achieve minimum six feet height at maturity; and

vi. The number of shrubs is determined by calculating the area of the perimeter buffer and dividing by 50 square feet or one shrub for every 20 feet of buffer length, whichever is greater; and

vii. Living ground cover shall be planted and spaced to achieve total coverage within five years; and

viii. Trees and shrubs shall be spaced to result in a full screen over time.

b. Partial Screen. Where partial screen perimeter landscaping is required, the applicant must provide:

i. Minimum 50 percent evergreen trees ranging in height from four feet to six feet at the time of planting with at least 50 percent being six feet high; and

ii. Deciduous trees with a caliper of at least two inches at the time of planting; and

iii. At least 50 percent of the trees shall be native species or drought resistant; and

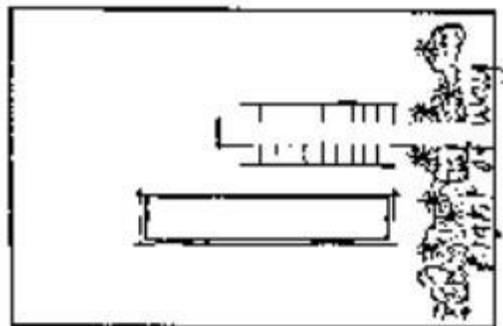
iv. The number of trees is determined by calculating the area of the perimeter buffer and dividing by 400 square feet or one tree for every 20 feet of buffer length, whichever is greater; and

v. At least 50 percent evergreen shrubs at least 21 inches in height at the time of planting, to achieve minimum six feet height at maturity; and

vi. The number of shrubs is determined by calculating the area of the perimeter buffer and dividing by 100 square feet or one shrub for every five feet of buffer length, whichever is greater; and

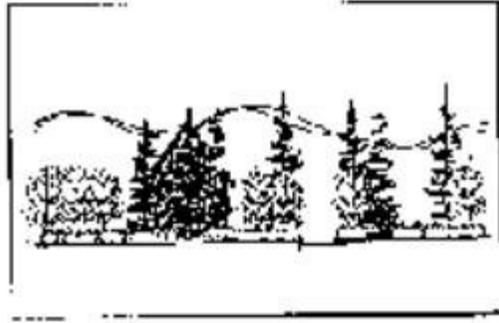
vii. Living ground cover shall be planted and spaced to achieve total coverage within five years; and

viii. Plants should be clustered within the landscape perimeter to screen structures and parking



Partial Screen Plan

areas.



Partial Screen Section

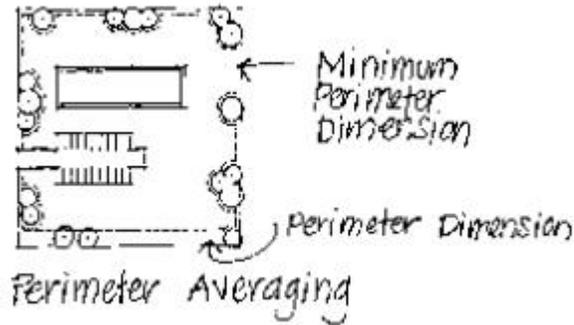
c. Edge Planting Standard. Where edge planting standard perimeter landscaping is required, the applicant must provide:

- i. One hundred percent deciduous trees two-inch caliper spaced no more than 30 feet on center; and
- ii. Evergreen shrubs minimum 21 inches in height at the time of planting spaced no more than three feet on center to provide a continuous hedge achieving a maximum height of six feet at maturity; and
- iii. Living ground cover shall be planted and spaced to achieve total coverage within five years.

5. Standards. The following standards apply to the full screen, landscape buffer and edge planting area perimeter landscape requirements contained in this section.

- a. Existing vegetation may be used in lieu of new plant material. Although existing vegetation may meet the minimum number of trees or shrubs for a required full screen, the director may require additional trees and/or shrubs to achieve an effective full screen.
- b. A full screen will be required to screen utilities located above ground from adjacent uses.
- c. Perimeter landscaping shall be clustered in areas to screen structures, utility structures, loading areas, parking lots, trash enclosures, storage areas and mechanical equipment.

d. The director may approve the averaging of perimeter landscape widths to provide adequate screening if it meets the criteria contained in this section.



e. Earth berms in combination with shrubs and trees may be used to achieve the initial planting height requirement.

f. Minimum landscape perimeter dimensions are allowed when perimeter averaging is applied. The landscape perimeter can be averaged only if the total required perimeter dimension square footage is achieved. The director may allow landscape perimeter averaging if the following criteria are met: (i) plant material is being clustered to more effectively screen parking areas and structures; (ii) the quality of the perimeter landscape is not diminished; and (iii) significant trees are being retained.

6. Park Buffers and Buffers for Dedicated Conservation Lands.

a. Notwithstanding the provisions of subsections D.2, D.3, and D.4 of this section, a 25-foot-wide buffer shall be provided along a property line where the land immediately adjacent to the subdivision boundary is a park or a future park in a municipal plan, or dedicated conservation land area that has been set aside for open space, wildlife habitat or public conservation purposes by deed or conservation easement.

b. In order to buffer the visual impact of the proposed subdivision and protect off-site views, edge planting standard landscaping, pursuant to subsection D.4 of this section, shall be required within park buffers and buffers for dedicated conservation lands buffers where mature trees and shrubs cannot provide such screening.

E. Street Frontage Landscaping.

1. Roadside Buffers for Commercial, Institutional and Multifamily Development. The following table indicates the type of landscaping required when the subject property directly abuts a right-of-way. Roadside buffers may be required for commercial, institutional, or multifamily development where a site plan review or conditional use permit is required. The buffers shall be pursuant to the screening standards set forth in

subsection D.4 of this section. Required landscape buffer widths may be reduced to the minimum widths stated in Table 18.15.010-4 through buffer averaging in accordance with the criteria in subsection D.5 of this section. The tree retention, replacement, and protection standards of subsection C of this section apply to roadside buffers. These requirements do not apply to projects involving only interior renovations of existing buildings.

a. A buffer is required along Highway 305, which is designated as a scenic highway. The 50-foot roadside buffer requirement can be reduced by the director, after consultation with an acceptable tree professional as identified in subsection C.1.c of this section, if it is determined that (i) a 50-foot buffer would cause the property to be undevelopable, and (ii) the reduced buffer will provide as much screening of site activities from Highway 305 as practicable in light of site topography and conditions.

2. Roadside buffers for residential and commercial subdivisions are required pursuant to BIMC 17.12.070.P. The buffers shall be pursuant to the standards set forth in subsection D.4 of this section. The tree retention, replacement, and protection standards of subsection C of this section apply to roadside buffers for residential and commercial subdivisions. These requirements do not apply to projects involving only interior renovations of existing buildings.

Table 18.15.010-4: Roadside Buffer Requirements by District and Land Use [1]

Existing Zoning/Use	Adjacent Right-of-Way Type	
	Right-of-Way (not including Highway 305)	Highway 305
Mixed Use Town Center [2]	N/A	50' Full Screen [3]/35' Minimum
High School Road	N/A	50' Full Screen/35' Minimum
Multifamily Development	20' Partial Screen	50' Full Screen/35' Minimum
Nonresidential Uses within Residential Zone Districts	25' Partial Screen/15' Minimum	50' Full Screen/35' Minimum
Business/Industrial (B/I)	50' Full Screen/35' Minimum	50' Full Screen/35' Minimum
Water-Dependent Industrial	25' Full Screen/15' Minimum	N/A
Commercial and Multifamily Subdivisions [4]	N/A	50' Full Screen

Table 18.15.010-4: Roadside Buffer Requirements by District and Land Use [1]

Existing Zoning/Use	Adjacent Right-of-Way Type	
	Right-of-Way (not including Highway 305)	Highway 305
<p>[1] All roadside buffers must be planted if not already existing.</p> <p>[2] For perimeter landscaping requirements in the ferry terminal district transition area, north of Winslow Way, reference BIMC 18.12.030.C.</p> <p>[3] Beginning 100' north of Winslow Way.</p> <p>[4] Properties being subdivided with less than one acre are not subject to roadside buffer requirements.</p>		

F. Parking Lot Landscaping. The requirements of this subsection F are in addition to required perimeter landscaping under subsection D of this section. When more than one building is placed on a lot or a building is placed in the center of the lot with parking all the way around it, the street perspective is used to determine which landscaping standards to follow for parking lot landscaping.

1. NC, B/I, and WD-I Districts and Nonresidential Uses Outside Winslow Mixed Use Town Center Overlay Districts and High School Road Mixed Use Districts. All applicants in these areas shall provide the following types and amounts of landscaping. Parking lots shall meet the requirements of BIMC 18.15.020. Applicants may refer to the standards contained in this section for optional planting locations within parking areas.

a. Intent. The intent of this section is to screen views of parking lots. To provide shade and visual relief within parking lots, to limit impacts of impervious surfaces and to reinforce safe pedestrian access to buildings.

b. Requirements for Parking Lots Located Adjacent to Public Rights-of-Way.

i. One tree for every four parking stalls; and

ii. Minimum 30 percent evergreen trees; and

iii. Deciduous trees minimum two-inch caliper, evergreen trees minimum six feet high at the time of planting; and

- iv. Evergreen shrubs minimum 18-inch height at the time of planting spaced no more than three feet on center, to provide a continuous hedge achieving a maximum height of three feet at maturity located adjacent to the rights-of-way (this may be achieved with the perimeter landscape); and
- v. Evergreen ground cover planted and spaced to achieve total coverage within two years; and
- vi. A landscaped area at the end of parking aisles.



Parking Adjacent to Right-of-Way



Safe Pedestrian Access

- c. Requirements for Parking Lots Not Abutting Public Rights-of-Way.
 - i. One tree for every eight parking stalls; and
 - ii. One hundred percent of the trees may be deciduous; and

- iii. Deciduous trees minimum two-inch caliper, evergreen trees minimum four feet height at the time of planting; and
- iv. Evergreen ground cover and/or shrubs planted and spaced to achieve total coverage within two years; and
- v. A landscaped area at the end of parking aisles.



d. Standards.

- i. Maintain shrubs at a maximum three feet height within parking lots so views between vehicles and pedestrians will not be blocked.
- ii. Landscape in planting islands or strips shall have an area of at least 100 square feet and with a narrow dimension of not less than five feet if wheel stops are provided to prevent vehicle overhang. A narrow dimension of not less than eight feet may be provided if the vehicle overhang area is included in the planting area.
- iii. Provide permanent curbs or wheel stops to protect the plantings.
- iv. Significant trees and tree stands may be used in lieu of new landscape requirements if they are in addition to the significant tree and tree stand retention requirements.
- v. Clustering of new plant material within parking lots may be approved or required by the director if the intent of this section is met.
- vi. Refer to the landscape materials matrix in the administrative manual for tree species appropriate for parking lots.

2. Winslow Mixed Use Town Center Overlay Districts, High School Road Districts, R-8 and R-14 Districts. All applicants in these areas shall provide the following types and amounts of landscaping. Parking lots shall meet the requirements of BIMC 18.15.020. Applicants may refer to the standards contained in this section for optional planting locations within parking areas.

a. Intent. The intent of this section is to soften the appearance of surface parking lots. To provide more intensive landscaping when surface parking lots are exposed to public view.

b. Parking Lots Located in the Front of Buildings and Adjacent to Public Rights-of-Way.

i. One tree for every two parking stalls; and

ii. One hundred percent of the trees may be deciduous; and

iii. Deciduous trees minimum two-inch caliper; and

iv. Evergreen shrubs planted to form a hedge, minimum 18-inch height at the time of planting, spaced no more than three feet on center, not to exceed a mature height of three feet located adjacent to the public rights-of-way (this may be achieved with the perimeter landscape); and

v. Deciduous trees minimum two-inch caliper spaced no more than 30 feet on center located along the public rights-of-way (this may be achieved with the perimeter landscape); and

vi. Evergreen ground cover and/or shrubs planted and spaced to achieve total coverage within two years; and

vii. A landscaped area at the end of parking aisles.

c. Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way.

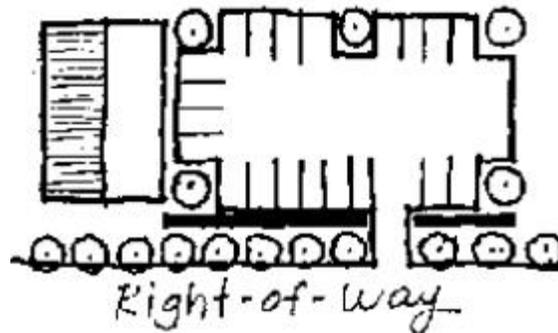
i. One tree for every four parking stalls; and

ii. One hundred percent of the trees may be deciduous; and

iii. Deciduous trees minimum two-inch caliper; and

iv. Evergreen shrubs planted to form a hedge, minimum 18-inch height at the time of planting, spaced no more three feet on center, not to exceed a mature height of three feet located adjacent to the public rights-of-way (this may be achieved with the perimeter landscape); and

- v. A landscaped area at the end of aisles; and
- vi. Deciduous trees minimum two-inch caliper spaced no more than 30 feet on center located along the public rights-of-way (this may be achieved with the perimeter landscape); and
- vii. Evergreen ground cover and/or shrubs planted and spaced to achieve total coverage within two years.



d. Requirements for Parking Lots Located Behind Buildings and Not Adjacent to Public Rights-of-Way.

- i. One tree for every eight parking stalls; and
- ii. One hundred percent of the trees may be deciduous; and
- iii. Deciduous trees minimum two-inch caliper, evergreen trees minimum four feet height at the time of planting; and
- iv. Evergreen ground cover and/or shrubs planted and spaced to achieve total coverage within two years; and
- v. A landscaped area at the end of aisles.

e. Standards.

- i. Maintain shrubs at a maximum three feet height within parking lots so views between vehicles and pedestrians will not be blocked.
- ii. Landscape in planting islands or strips shall have an area of at least 100 square feet and with a narrow dimension of not less than five feet if wheel stops are provided to prevent vehicle overhang. A narrow dimension of not less than eight feet may be provided if the vehicle overhang area is included in the planting area.

- iii. Provide permanent curbs or wheel stops to protect the plantings from vehicle overhang.
- iv. Significant trees and tree stands may be used in lieu of new landscape requirements if they are in addition to the significant tree and tree stand retention requirements.
- v. Clustering of new plant material within parking lots may be approved or required by the director if the intent of this section is met.
- vi. Refer to the suggested landscape materials matrix in the administrative manual for tree species appropriate for parking lots.

G. Total Site Tree Unit Requirements.

1. Intent. The overall purpose of this section is to preserve the landscape character of the community through development standards by encouraging the retention of existing vegetation and significant trees by incorporating them into site design. The intent of this subsection G is to ensure that, to the degree practicable, (a) each development approval in the MUTC, HSR I and II, R-5, R-8, R-14, and NC zone districts, (b) each development approval for nonresidential development in the R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts, and (c) new and existing single-family residential development in the R-2.9, R-3.5, and R-4.3 zone districts leaves the development parcel with at least a specified minimum amount of tree coverage, measured in tree units per acre, that reflects the degree of tree coverage prior to development or redevelopment and that discourages avoidable site disturbances that would require tree removal.

2. Applicability. The regulations of this subsection G apply to development applications involving (a) any modification to a parcel located in the MUTC, HSR I and II, R-5, R-8, R-14, or NC districts, (b) a permitted nonresidential development in the R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts, and (c) new and existing single-family residential development in the R-2.9, R-3.5, and R-4.3 zones. If a substantial any portion of a significant tree trunk, dripline and/or critical root zone extends onto across an adjacent property line, both properties may use the tree units each property may use half the tree units of that tree to meet the requirements of subsection G.4 of this section, upon mutual agreement. These provisions shall not apply to projects involving only interior renovation of existing buildings.

3. Site Specific Evaluation of Total Impact on Tree Coverage.

- a. In order to show how the tree unit requirements of subsection G.4 of this section are being met, the applicant shall submit the following information as part of the landscaping plan information for a land use permit application:

i. Identify and survey all existing trees to be retained as part of the proposed development. New and existing single-family residential development in the R-2.9, R-3.5, and R-4.3 zone districts are required to only identify, not survey, trees to be retained;

ii. If opting to meet tree unit requirements pursuant to subsection G.4.a.iv of this section, the applicant shall identify the species and DBH of each tree to be removed;

iii. The applicant shall also submit valuation of all trees to be retained, using the valuation standards of the International Society of Arboriculture (see administrative manual for submittal requirements for landscaping plans)-Table 18.15.010-5 provided below. This provision does not apply to new and existing single-family residential development in the R-2.9, R-3.5, and R-4.3 zone districts.

Table 18.15.010-5: City of Bainbridge Island Tree Valuations Table

<u>DBH Range (inches)</u>	<u>Restoration Value</u>
<u>3 - 11.9</u>	<u>\$500</u>
<u>12 -23.9</u>	<u>\$1,500</u>
<u>24-35.9</u>	<u>\$5,000</u>
<u>36+</u>	<u>\$10,000</u>

iv. The applicant may choose to hire a qualified professional to complete a tree appraisal in lieu of using the City table. That appraisal must follow Council of Tree and Landscape Appraisers (CTLA) Tree Appraisal Guidelines set out in the most current manual released by the CTLA.

b. In determining which trees will be retained on a property to meet the tree unit requirements of subsection G.4 of this section, an applicant shall attempt to retain trees greater than 15 inches, trees in tree stands, and trees adjacent to tree stands on adjacent properties, unless such retention would prevent reasonable use of a property and no other alternative is feasible.

c. A tree removal/vegetation maintenance permit pursuant to Chapter 16.18 BIMC is required to request removal of any tree that is contributing to a property meeting the tree unit retention

requirements of subsection G.4 of this section. Replanting may be required to ensure that the property continues to meet the retention requirements.

4. Requirements.

a. A development application covered by subsection G.2 of this section shall only be approved if it complies with the requirements of subsections C (General Regulations), D (Perimeter Buffering and Screening), E (Street Frontage Landscaping), and F (Parking Lot Landscaping) of this section, and also complies with subsection G.4.a.i, ii or iii of this section.

i. In the MUTC central core and ferry terminal overlay districts, the development parcel shall have at least 30 tree units per acre following the proposed development or redevelopment.

ii. In the MUTC Ericksen Avenue, Madison Avenue, and gateway overlay districts, and each site in the R-5, R-8, R-14, HSR I and II, and NC districts, and for permitted nonresidential development in the R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts, the development parcel shall have at least 40 tree units per acre following the proposed development or redevelopment.

iii. In the R-4.3, R-3.5, and R-2.9 zone districts, existing single-family residential development, developing single-family residences, and vacant parcels shall have at least 30 tree units per acre following the proposed development, redevelopment, and as part of ongoing property maintenance for existing single-family development.

iv. As an alternative to subsections G.4.a.i, ii, and iii of this section, and at the applicant's option, the development parcel will contain at least the same number of tree units after the proposed development or redevelopment as it had before that development or redevelopment.

b. Existing and new trees in roadside, perimeter, and shoreline buffers and/or critical areas and their buffers do not count towards the tree unit requirements of this section. If an applicant is choosing to meet their tree unit requirements using subsection G.4.a.iv of this section, the existing trees in those protected areas and buffers will not count towards the "pre-development" amount of tree units.

5. Calculation of Tree Units.

a. Each tree preserved on a development parcel shall earn the number of tree units shown in Table 18.15.010-56, based on its diameter at breast height (DBH) as measured in inches. If the DBH measurement results in a fraction, the requirement shall be rounded to the nearest whole number (greater than or equal to 0.5 is rounded up; less than 0.5 is rounded down).

Table 18.15.010-56: Tree Unit Conversion Table for Preserved Trees [1]

DBH	Tree Units	DBH	Tree Units	DBH	Tree Units
3 – 5	1.0	24 – 26	6.2	39 – 40	10.8
6 – 10	1.2	27 – 28	7.0	41 – 42	11.4
11 – 12	1.4	29 – 30	7.8	43 – 44	12.0
13 – 15	2.0	30 – 31	8.4	45 – 46	12.6
16 – 18	3.2	32 – 33	9.0	47 – 48	13.2
19 – 20	3.8	34 – 36	9.6	49+	13.8
21 – 23	4.6	37 – 38	10.2		

[1] For multi-stemmed trees, measure the DBH of each trunk separately, multiply each of these measurements by itself, add up these amounts, and calculate the square root of that total to find the DBH for the tree as a whole.

- b. Each new or replacement tree planted shall earn one tree unit. New trees planted to meet the minimum parking lot landscaping requirements of subsection F of this section do not count towards meeting tree unit credits under this section. New trees planted in or around a parking lot that exceed the minimum requirements of subsection F of this section can be counted towards meeting required tree units.
- c. If, after complying with subsections C, D, E, and F of this section, additional trees need to be planted to meet the minimum tree unit requirements in subsection G.4 of this section:
 - i. In the MUTC central core and ferry terminal overlay districts, those trees may be planted either at ground level or above ground level (such as a patio, terrace, or rooftop); and
 - ii. In the MUTC Ericksen Avenue, Madison Avenue, and gateway overlay districts, R-8, R-14, HSR I and II, NC districts, as well as for nonresidential developments within residential districts, those trees shall be planted at ground level.

H. Planting Requirements.

1. Intent. The intent of this section is to encourage the use of native species and recommend planting conditions adaptive to Bainbridge Island.
2. Requirements. Landscape designs shall conform to the following provisions:
 - a. Areas not devoted to landscape required by this chapter, parking, structures and other site improvements are encouraged to be planted or remain in existing vegetation.
 - b. New plant materials shall include native species or nonnative species that have adapted to the climatic conditions of the coastal region of the Puget Sound region.
 - c. New plant materials shall consist of drought resistant species, except where site conditions within the required landscape areas assure adequate moisture for growth.
 - d. New tree plantings shall be a minimum of two inches in caliper if deciduous or six feet in height if evergreen. New shrubs planted in roadside or perimeter buffers shall be of a variety that achieves a minimum six feet height at maturity. Soil planting types and depth shall be sufficient for tree planting.
 - e. When the width of any landscape strip is 20 feet or greater, the required trees shall be staggered in two or more rows.
 - f. Existing vegetation may be used to augment new plantings to meet the standards of this chapter.
 - g. Grass may be used as a ground cover where existing or amended soil conditions assure adequate moisture for growth.
 - h. Ground cover areas shall contain at least two inches of composted organic mulch at finish grade to minimize evaporation. Mulch shall consist of materials such as composted yard waste, composted sawdust, and/or manure that are fully composted.
 - i. Amend existing and/or compacted soils in accordance with Chapter 15.20 BIMC.
 - j. Specific submittal requirements for landscaping plans (tree protection, retention and planting plans) are included in the city's administrative manual.
3. Performance Assurance.

- a. Performance assurance is required to assure the city that the landscape required by this section is properly installed and will become established and be adequately maintained.
- b. The required landscape shall be installed prior to the issuance of a temporary certificate of occupancy for the project. The Washington landscape architect, Washington certified nursery professional or Washington certified landscaper shall submit a landscaping declaration to the director to verify installation in accordance with the approved plans.
- c. The time limit for compliance may be extended to allow installation of landscaping during the next appropriate planting season as approved if the director determines that a performance assurance device, for a period of not more than one year, will adequately protect the interests of the city. The performance assurance device shall be for 150 percent of the cost of the work or improvements covered by the assurance device. In no case may the property owner delay performance for more than one year.
- d. The form and type of the performance assurance device shall be determined by the director.

4. Maintenance Assurance.

- a. The property owner shall replace any unhealthy or dead plant materials in conformance with the approved planting plan.
- b. A maintenance assurance device shall be required for a period of five years after acceptance by the city of the new planting or transplanting of vegetation to ensure proper installation, establishment, and maintenance.
- c. The maintenance assurance device amount shall not be less than 20 percent of the cost of replacing materials covered by the assurance device.
- d. The form and type of the maintenance assurance device shall be determined by the director.

I. Irrigation.

1. Intent. The intent of this section is to provide temporary or permanent irrigation within new planting areas that do not have high soil moisture conditions. These regulations shall not apply where provisions of Chapter 16.12 or 16.20 BIMC or any state or federal law restricts irrigation, and in case of conflict with any provision of those laws, the provisions of those laws shall govern.

2. Requirements.

- a. Except for areas of undisturbed existing vegetation, all landscape areas that do not have high soil moisture conditions shall have temporary or permanent irrigation systems. Temporary systems may be removed after 24 months or two growing seasons, whichever occurs first; provided, that the plantings are established.
- b. Areas where existing site conditions assure adequate soil moisture for growth within the required landscape area shall have temporary irrigation systems only as required to sustain new plantings.
- c. Landscape areas consisting of drought resistant vegetation may require temporary irrigation systems. Permanent irrigation systems located within required landscape areas should include the following features:
 - i. Moisture or precipitation sensors; and
 - ii. Automatic timers set for operation to assure adequate moisture levels; and
 - iii. Head-to-head spacing, if sprinkler heads are proposed; and
 - iv. Pressure regulating devices; and
 - v. Backflow prevention devices; and
 - vi. Separate irrigation zones for grass and planting beds; and
 - vii. Other features required to comply with applicable state and city codes.
- d. Irrigation water shall be applied with goals of avoiding runoff, low head drainage, overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas and impervious surfaces by:
 - i. Considering soil type and infiltration rates; and
 - ii. Using proper irrigation equipment and schedules, including features such as repeat cycles, to closely match application rates with infiltration rates; and
 - iii. Considering special problems posed by irrigation on slopes and in median strips.
- e. Irrigation systems shall be subject to the following additional provisions:

i. Systems in landscape strips less than five feet in width shall be designed to ensure that overspray and/or runoff does not occur by use of system design options such as low volume emitters; and

ii. Sprinkler heads with consistent application rates shall be selected for proper area coverage, operating pressure, and adjustment capability; and

iii. Separate control valves shall be used to irrigate plants with differing water needs.

J. Maintenance.

1. Intent. All new landscape plantings and significant trees and tree stands to be retained shall be maintained to preserve the Island's forested character.

2. Requirements.

a. All landscaping, significant trees and tree stands shall be maintained in a healthy growing condition.

b. Landscape areas shall be kept free of trash.

c. All plant material shall be managed by pruning so that plant growth does not conflict with public utilities, restrict pedestrian or vehicular access, or create a traffic hazard.

K. Screening of Certain Facilities.

1. Outdoor Storage. In the NC and B/I districts, outdoor storage areas shall be screened. The screen height is determined by the height of the material or equipment being screened. Chain link fencing with neutral colored slatting is permitted along with vegetative screening when vegetative screening alone is not sufficient to block the outdoor storage from public view and where the fencing is not visible from a street. Exterior storage should be confined to portions of the site least visible from public view.

2. Trash Dumpsters and Outdoor Equipment.

a. In the NC and B/I districts, trash dumpsters or any outdoor equipment, whether on roof or side of a structure, or on the ground, shall be screened from view. Screening shall be architecturally consistent with the adjacent structure in terms of materials. Mechanical equipment should be located below the highest vertical element of the building.

b. In the B/I districts, trash and recycling containers shall be located to mitigate noise impacts to nearby residential properties.

c. Small wind energy generators do not need to be screened.

3. Business/Industrial. In the B/I districts, light manufacturing uses shall visually screen the development year-round from adjacent, nonindustrial properties and from adjacent roadways. Landscape screening shall be provided in accordance with subsection D of this section. (Ord. 2019-03 §§ 11 – 15, 2019; Ord. 2018-19 §§ 2 – 5, 2018; Ord. 2017-02 §§ 1, 23 (Exh. C), 2017; Ord. 2016-28 §§ 13 – 16, 2016; Ord. 2016-01 § 1, 2016; Ord. 2015-04 §§ 2 – 8, 2015; Ord. 2012-11 § 2 (Exh. A), 2012)

Exhibit D
Chapter 16.20
CRITICAL AREAS

16.20.100 Aquifer recharge areas.

A. Applicability. Aquifer recharge areas are areas that have a critical recharging effect on groundwater used for potable water supplies and/or that demonstrate a high level of susceptibility or vulnerability to groundwater contamination from land use activities. In accordance with WAC 365-190-100, the entirety of Bainbridge Island is classified as an aquifer recharge area to preserve the volume of recharge available to the aquifer system and to protect groundwater from contamination.

B. Permit Review and Procedures

1. Any development, use or activity described in subsection B.3.b or c of this section shall require a critical area permit.
2. Critical area permits shall be reviewed pursuant to the criteria in BIMC 16.20.070.
3. Applications for critical area permits for aquifer recharge areas shall include:
 - a. City of Bainbridge Island master land use application (<http://www.bainbridgewa.gov/161/Documents-Forms-Applications>); and
 - b. Proposals for any development, use or activity not associated with permitted principal and accessory residential uses pursuant to BIMC 18.09.020 that has the potential to generate a pollutant identified as a potential source of drinking water contamination (either in Appendix A of the Washington State Critical Aquifer Recharge Area Guidance Document or on the North American Industry Classification System as used by the city's department of public works) or known to be deleterious to the environment or human health shall require submittal of a hydrogeologic assessment, as set forth in BIMC 16.20.180.A. If the applicant has completed a site assessment review (SAR) in accordance with Chapter 15.19 BIMC that includes sufficient information to address the elements listed in BIMC 16.20.180.A, the SAR will suffice to fulfill this requirement. Additional in-depth site assessment elements as detailed in BIMC 16.20.180.A may be required by the city or if requested by affected public water purveyors (Group A and B), affected tribes, or the Kitsap Public Health District upon review of the SAR.

c. Proposals requiring designation of an aquifer recharge protection area pursuant to subsection E.1 of this section shall require submittal of a site assessment review application.

C. Prohibited Activities and Uses. The following activities and uses are prohibited within critical aquifer recharge areas due to the probability or potential magnitude of their adverse effects on groundwater:

1. Landfills. Landfills, including hazardous or dangerous waste, municipal solid waste, special waste, wood waste, and inert and demolition waste landfills;
2. Underground Injection Wells. Class I, III, and IV wells and subclasses 5F01, 5D03, 5F04, 5W09, 5W10, 5W11, 5W31, 5X13, 5X14, 5X15, 5W20, 5X28, and 5N24 of Class V wells;
3. Chemical wood preservation and/or treatment facilities;
4. Storage, Processing, or Disposal of Radioactive Substances. Facilities that store (other than minor sources such as medicinal uses or industrial testing devices), process, or dispose of radioactive substances;
5. Hazardous liquid transmission pipelines;
6. Commercial mining and chemical washing of metals, hard rock, sand, and gravel;
7. Hydrocarbon extraction, reprocessing, refinement, and storage;
8. Electroplating/metal finishing;
9. Facilities that treat, store, process, or dispose of hazardous waste; and
10. Other Prohibited Uses or Activities.
 - a. Activities that would significantly reduce the recharge to aquifers currently or potentially used as a potable water source; and
 - b. Activities that would significantly reduce the recharge to aquifers that are a source of significant baseflow to a stream.

D. Development Standards – General.

1. No development, use or activity may exceed water quality standards or otherwise violate the antidegradation requirements specified in Chapter 173-200 WAC.

2. Any development or activity that is not exempt or excluded by subsection E.1 of this section shall ensure sufficient groundwater recharge, defined as maintaining 100 percent of the annual average pre-construction groundwater recharge volume for the site. The primary means to ensure sufficient groundwater recharge shall be through the designation of an aquifer recharge protection area in accordance with subsection E of this section.

E. Development Standards – Aquifer Recharge Protection Area (ARPA).

1. Any proposed development or activity requiring a site assessment review (SAR) pursuant to Chapters 15.19 and 15.20 BIMC located within the R-0.4, R-1 or R-2 zoning designations requires designation of an ARPA; except, designation of an ARPA is not required for the following:

- a. Removal of invasive species;
- b. Construction of public trails provided the standards set forth in BIMC 16.20.110.G.5.a through e are met;
- c. Replacement of hard surfaces; and
- d. Development and activities located on properties protected in perpetuity by a legal instrument acceptable to the city attorney wherein at least 65 percent of the site meets the development standards for aquifer recharge protection areas of this section.

e. Activities related to the development and maintenance of utility corridors, when located on lands not owned by the subject utility provider.

2. ARPA General Requirements.

- a. The location and configuration of the ARPA shall be determined through completion of a site assessment review (SAR) in accordance with Chapter 15.19 BIMC. The city may require a professional forester, ISA-certified arborist or landscape architect to determine the location and configuration of the ARPA if needed to ensure the ARPA design standards set forth in subsections E.3.a through c of this section are met;
- b. The ARPA shall include all existing native vegetation on a site, up to a maximum of 65 percent of the total site area. A lower percentage is allowed if necessary to achieve a development area of at least 12,500 square feet on a parcel;

- c. The maximum area of the required ARPA may be reduced to 50 percent for public schools and public parks allowed in the underlying zoning district;
- d. The location and configuration of the ARPA may change over time; however, the total area required pursuant to subsection E.2.b of this section shall be retained once established. Any alteration to the location or configuration of the ARPA shall be approved by the director and documented on a site plan included with a notice to title in accordance with BIMC 16.20.070.G. The city may require an ARPA stewardship plan prior to approving a change to the location and configuration of the ARPA.

3. ARPA Design Standards.

- a. Healthy, existing trees and vegetation should be retained to the maximum extent possible. Healthy significant trees shall be priority trees for retention. Trees shall be retained in one or more stands or clusters.
- b. The ARPA shall be delineated to include:
 - i. A low perimeter-to-area ratio;
 - ii. A minimum width of 12 feet; and
 - iii. The critical root zone of all significant trees.
- c. The ARPA shall be contiguous with abutting, off-site areas of other ARPAs, open space or critical areas to the extent feasible.
- d. The ARPA may include landscaping or open space requirements pursuant to BIMC 18.15.010.D and E and Chapter 17.12 BIMC, respectively, and other critical areas and their buffers or setbacks pursuant to other sections of this chapter.

4. ARPA Use Standards. The following developments and activities are allowed within a designated ARPA:

- a. Any structure or activity as long as the new structure or activity is shown to not negatively impact the amount of groundwater recharge on the site. Specifically, any structure or activity is allowed as long as the structure or activity (including mitigation measures, if any are needed) maintains 100 percent of the annual average groundwater recharge volume that existed on the site prior to the structure or activity as demonstrated by the 2012 Western Washington Hydrology Model (WWHM2012) recharge module, as amended.
- b. Tree and vegetation activities specified in BIMC 16.20.090.

- c. Installation of native plants.
- d. Removal of invasive plant species.
- e. Passive recreation, including pervious trails.
- f. Potable water wells and well houses.
- g. Low impact fencing or signs marking the ARPA boundary.
- h. On-site sewage drainfield facilities, if construction of the system will not require the use of heavy equipment or removal of significant trees.
- i. Storm drainage facilities if the applicant can demonstrate that (i) the system meets the low impact design (LID) standards of Chapter 15.20 BIMC, and (ii) construction of the system will not require the use of heavy equipment or removal of significant trees.
- j. Accessory solar panels, small wind energy generators, composting bins, rainwater harvesting barrels, and cisterns, as defined in Chapter 18.36 BIMC.
- k. Other structures or hard surfaces with a total footprint of no greater than 200 square feet.
- l. Driveways may be allowed to pass through the ARPA if (i) siting of the driveway within the ARPA is determined by the director to be necessary to achieve greater native vegetation retention and use of nonstructural low impact design practices, (ii) site utilities are installed within the footprint of the driveway, (iii) siting of the driveway avoids removal of significant trees to the maximum extent feasible and (iv) the total area required pursuant to subsection E.1 of this section is achieved, which may require replanting of areas comprised of nonnative vegetation.
- m. Removal of any significant tree, other than hazard tree removal, with city review and preapproval of an aquifer recharge protection area stewardship plan prepared in accordance with BIMC 16.20.180.H.

5. ARPA Protection.

- a. The ARPA, including the critical root zone of significant trees, shall be protected during construction as provided in BIMC 18.15.010.C.4 or as specified by an ISA-certified arborist.
- b. The ARPA shall be documented on a site plan included with a notice to title in accordance with BIMC 16.20.070.G. (Ord. 2018-01 § 2 (Exh. A), 2018)

Community Forest Best Management Practices Manual



2021

City of Bainbridge Island
Bainbridge Island, WA

First Draft: Kevin McFarland
Second Draft: Tree Solutions Inc., Ann Hirschi & Eliza Davidson
Revised – 2010 by Community Forestry Commission
Revised – 2020/2021 by Nick Snyder, City Arborist PCD

BAINBRIDGE ISLAND COMMUNITY FOREST
BEST MANAGEMENT PRACTICES

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INTRODUCTION

Bainbridge Island is endowed with abundant trees that give the landscape a special, forested character. This “Urban and Community Forest” is the sum total of trees in both our urbanized and suburban-rural “interface” areas, and its many benefits are well described in the 2006 **Community Forest Management Plan**. Our community forest is a source of pride and identity for Island residents. The State of Washington and the National Arbor Day Foundation has recognized Bainbridge Island as a **Tree City-USA**.

Our present challenge is to maintain enough healthy tree canopy to safeguard forest benefits for generations yet to come. Facing intense development pressure, our community is well served by making good use of every setting where trees can - or already do - grow. Some loss of trees may be inevitable as Bainbridge Island matures, but we still have abundant opportunities to fortify our common forest, where we live, shop, drive, play and exercise, worship, learn, commune with nature, and send our storm water. Available settings run the gamut from wild to urban. With commitment and foresight, we can accommodate trees almost anywhere.

Sustaining trees in Bainbridge Island’s already-developed areas presents a great challenge, and entails careful planning and vigilant maintenance. Also, after more than a century of settlement, the vestiges of native island forest are increasingly rare and vulnerable. To meet these formidable challenges, the City and local citizen leaders serving on the Community Forestry Commission together have developed a **Community Forest Management Plan**. This plan has built the foundation for this **Community Forest Best Management Practices Manual**.

The BMP Manual **provides a toolbox** of standards needed in order to reach CFMP goals for tree preservation, management and replenishment for future generations. The goal of this document is to assemble the best available science and most widely accepted practical and professional techniques now in use in urban forestry. This BMP Manual should be reviewed and updated periodically, because, like trees, knowledge is dynamic.

CFMP and BMP Manual: What Is the difference?

Community Forest Management Plan (CFMP) 2006	Community Forest Best Management Practices (BMP) Manual 2007
<p>Defined: A roadmap for maintaining the ecological function and benefit of Bainbridge Island's forest, while integrating trees as green infrastructure in the developing urban landscape.</p>	<p>Defined: A tool box of standards for achieving the Island goals described in the CFMP for tree preservation, tree management and planting new trees for future generations.</p>
<p>What? Current State of the Community Forest:</p> <ul style="list-style-type: none"> • A mixed deciduous and coniferous forest with most trees on private land. • Island tree canopy cover was 72% in 2004, only 42% in Winslow and falling fast. 	<p>What? Tree Basics:</p> <ul style="list-style-type: none"> • Structure & Growth - Roots, Trunk and Canopy • Spare that Tree! - How to protect what we have (root zone, soil health, construction impacts). • it's not just the trees; it's the forest as well.
<p>When? Future Forest: Maintain a 70% canopy cover for the Island and 35% for Winslow (<u>2006</u>).</p>	<p>When? Future Forest: Ongoing actions to ensure future canopy cover (Tree siting, planting & maintenance techniques, tree risk management).</p>
<p>How? Implement Plan Policies and Actions:</p> <ul style="list-style-type: none"> • Protect and restore existing tree resources • Promote urban tree management • Enhance community awareness • Control invasive species destructive to forest health • Use the BMPs to make it all happen! 	<p>How? Provide and Maintain Trees for Specific Situations and Land Uses:</p> <ul style="list-style-type: none"> • Urban Core • Streets & Roads / Parking lots • Residential settings • Institutional settings • Natural Areas, Green Belts and Environmentally-sensitive Areas.

This document is intended for builders, developers, landscape contractors, city planners, inspectors, engineers and operations crews, architects, landscape architects, garden designers, wetland and restoration specialists, heavy equipment, tree care & landscape maintenance operators, homeowners and do-it-yourself gardeners, community volunteers and civic leaders.

“Best management practices (BMPs)” means:

Conservation practices or systems of practices and management measures that:

- a. *Control soil loss and protect water quality from degradation caused by nutrients, animal waste, toxins, and sediment; and*
- b. *Minimize adverse impacts to surface water and groundwater flow, and to the chemical, physical, and biological characteristics of critical areas.” (from City of Bainbridge Island Code)*

SECTION 1: TREE BASICS

Overview

Trees form an essential part of our infrastructure, just as do roads, schools and our water supply. Bainbridge Island's trees are a valuable asset, and unlike other types of infrastructure, appreciate in value over time. Trees perform essential biological functions that benefit the environment and all of us in substantial ways.

Trees perform hard labor by accomplishing the following:

- intercepting rainwater (100 mature trees catch ~250,000 gallons per year) and dispersing it more slowly into the ground
- filter smoke and other fine particulate matter from the air – Evergreens are the most efficient at this
- cleansing the air by consuming carbon dioxide and producing oxygen (100 trees remove~ 5 tons of CO₂)
- buffering noise, dust, fumes, wind and glare
- sheltering wildlife and protecting native biodiversity
- creating calm settings to rejuvenate and relax
- creating a pleasant and safer sidewalk environment
- shading street pavement, increasing its useful life
- screening the view of parking lots and utility areas from public streets
- encouraging safe driving with street trees and planting islands
- building civic pride by enhancing the beauty of public thoroughfares
- increasing aesthetic and monetary value of property
- sheltering buildings from summer heat and winter chill, reducing electricity consumption
- buffering extremes of precipitation and heat accompanying climate change

Unlike other assets, trees are *living* things with biological requirements for survival and growth. “Operating Instructions” for trees aren’t universally understood by everyone, whether homeowner, student, contractor, merchant, public servant, retiree or design professional. This chapter provides information to fill common knowledge gaps, about both individual trees and trees growing together as the urban forest.

Trees suffer abuse, especially where they come into contact with the human environment . Although damage is generally not intentional, it does represent a lack of understanding and respect. Because trees can absorb and adapt to some degree of mistreatment or neglect, we may not notice signs of decline. Eventually, cumulative stresses reach a tipping point, beyond which a vulnerable tree can’t garner enough soil nutrients or sun energy to photosynthesize at a rate that will keep it alive.

If we understand **how trees grow** and how they function in the environment, we can prevent damage and manage them proactively. We must plan for growth **with trees in mind**, using the principles of “low impact development” in relation to our community forest, so we can improve the odds that future Islanders will enjoy the benefits of a healthy green canopy.

What Tree Biology teaches us:

- Trees cannot run away – protect their roots or tops!
- Trees need oxygen, water & light – please don't cut off supplies!
- People and trees share space – think of BOTH before changing it.
- There is strength in numbers– consider the forest and soil, not just the trees.

1.1 Individual Tree structure and growth

Understanding tree biology is the starting point for appreciating and using best management practices for planting, protecting, and maintaining trees.

Definition of a tree:

A woody plant that grows to 15 or more feet in height, usually with a single trunk, growing to more than 3 inches in diameter at maturity, and possessing an upright arrangement of branches and leaves.

Trees are commonly referred to by their size at maturity:

- Small Trees: less than 25 feet tall
- Medium Trees: 25 to 50 feet tall
- Large Trees: more than 50 feet tall

Trees, like people, are complex organisms composed of many types of cells arranged into tissues and organs. New cells are produced in specialized structures called **meristems**. Those located at the ends of roots and shoots produce elongation, resulting in new growth, those near the periphery of stems increase a tree's girth.

Unlike people, trees are only generating systems: they cannot regenerate cells in the place of damaged or destroyed cells. This means that when a tree trunk is wounded, it can only "wall off" the damaged area and grow new wood around it. The damage itself cannot be mended.

Starting from the ground up, the three main parts of a tree are: roots, trunk and crown.

1.11 The Roots

The three most important things to know about tree roots are:

- There are two basic types of roots: **Woody and non-woody**
- 95% of tree roots are located in the top 18 inches of soil
- Tree roots spread far wider than the canopy edge...as much as 3 times

Tree roots grow out from the trunk a distance of 2 to 3 times the radius of the tree's crown. A tree that is 80 feet tall can have roots extending out in a 240 ft. diameter circle. Roots are located near the soil surface like a disk, to access needed nutrients, moisture and oxygen. Roots rarely penetrate deep into the earth.

Woody roots are the underground structures that **anchor** the tree. They are large, ropelike, and they taper rapidly as they move away from the trunk. Woody roots develop in response to the tree's particular environment, working together to keep it stable in wind and extreme weather.

Non-woody roots are many, small, and fibrous. They absorb water and nutrients essential for tree survival and growth. On their fine root hairs grow beneficial fungi that form *mycorrhizae*, structures that mutually benefit both the fungus and the tree. Mycorrhizae increase root surface area, thus maximizing the water and nutrient uptake passing into the water-transporting cells within the wood of the tree.

Root Depth and Spread can be difficult to measure exactly. In the PNW it is widely understood that up to 95% of a tree's root system is within the first 18 inches of soil depth. This means that even activity only within the first few inches of soil can have a serious impact to tree roots. While relatively limited in depth tree roots are not usually so confined in terms of spread. Roots routinely extend up to two times the distance of the dripline and some species have been documented with roots extending over 8x the distance of the dripline!

What does this mean in the Practice?

- Excavating through a tree's root zone could sever one or more of the structural roots anchoring the tree. The tree could be destabilized and pose an increased risk of failure during an extreme weather event in the future.
- When soil in the root zone is compacted for any reason (by, heavy equipment use, construction, vehicle parking, even heavy foot traffic) the air spaces (pores) that make soil porous and allow non-woody roots to function, are crushed. Without these pores, feeder roots die and the tree begins to starve.
- Compacted soil leaves less space for water to seep down into the root zone. The results can be ponding and poor drainage, surface run-off and dry soil below.
- Leveling of a site by the addition of fill can result in roots not being able to obtain enough oxygen.

1.12 The Trunk

The trunk is the main woody stem of the tree that supports the crown. While most trees have one stem or trunk, other trees, such as vine maples, are characteristically multi-stemmed. Carbohydrates and other substances necessary for tree growth are stored in the trunk, roots and other woody portions of the tree.

Beneath the bark—the outer protective layer that covers the trunk, limbs, branches, and roots—there is a very thin layer of specialized cells known as the **cambium layer**. This is where growth in trunk and root diameter takes place each year. It also functions as the nutrient transport system for the tree. Water is transported up through the trunk in vascular tissues (**xylem**) to other parts of the tree. Sugars produced in the leaves flow down through the trunk in other vascular tissues (**phloem**) servicing all parts of the tree including roots.

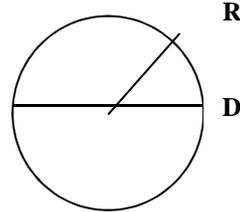
Every growing season, cambium cells divide repeatedly to form a new layer of phloem to the outside and an annual ring of new wood to the inside. The wood laid down in the early part of the growing season (early wood) contains more space for water conduction than the denser late wood that supplies more mechanical strength.

The annual rings produced by the cambium are not of uniform width or wood quality throughout the entire tree. Instead, the cambium responds to the prevailing load at any particular point by regulating the quantity and quality of new wood that it produces. By looking at a cut stump you can identify growth rings that are larger during rainy years, or asymmetrical where they have produced reaction wood to respond to a prevailing wind.

Measuring Trunk Diameter

Tree size is often measured as DBH or “diameter at breast height,” which is at 4.5 feet above ground. You can calculate trunk diameter by measuring trunk circumference at 4.5 feet above the ground with a standard tape measure and dividing by pi or 3.14, a constant. A standard forester’s tape converts a circumference measurement into diameter measurement.

$$\text{Diameter} = \text{Circumference} \div 3.14$$



What does this mean in the practice?

- When a backhoe clearing a building site removes a notch of the bark from a tree that is scheduled to be retained, its cambium layer has been damaged. Loss of this vascular life support system will make it more difficult for the tree to recover and thrive.
- Often, the diameter of the trunk is a better indicator of a tree’s age than the height. Some trees, by species characteristics are stouter per height than others. A crowded conifer forest will have tall trees reaching for light with narrow stems and a low live crown ratio.
- Trunks enlarge yearly but only become taller by adding new tissue at the top. Branches don’t move upward as trees grow. Since a limb 4 feet above the ground stays at 4 feet, clearance beneath the canopy does not increase with time. Thus, a sweeping-branched Western red cedar does not make a great street tree in a tight location without surgical pruning.

1.13 The Canopy/ Crown

The crown is the woody and leafy component of the tree. It is composed of large, scaffold limbs that support smaller branches, twigs, leaves, and buds. The main function of the leaves is to capture energy from sunlight and convert it to energy stored in the form of sugars and starch.

This process is known as photosynthesis.

The sugars are transported in solution to the parts of the tree where they are needed for growth or for storage--downward and inward through the stem and roots, and a short distance upward into the growing shoots.

New growth appears as meristematic cells divide at the tips of shoots and roots.

Tree crown size is measured in square feet, based on the diameter of the branches at their greatest reach. In urban areas, a very small canopy is 150 square feet. A large canopy ranges to 1600 square feet (40 x 40 feet) or more where favorably sited.

What does this mean in the Real World?

- When planning new construction near a tree to be preserved, consider how upper building stories may impact tree branches. Branches can be temporarily roped back to avoid being torn off by equipment or placement of scaffolding. Buildings could have upper levels set back to accommodate wide canopy.
- Pruning a tree too radically greatly reduces leaf area and the tree is unable to photosynthesize at its previous rate. This throws roots and shoots out of balance and may cause shock and decline.
- Crown width indicates the “drip line”, even though roots usually extend at least another crown width beyond that. The area below the drip line is known as the Critical Root Zone (CRZ) that needs protection to ensure tree survival.
- If a tree planted below utility lines is a species that grows to great stature, it will require maintenance pruning indefinitely. This poses unnecessary hardship on the trees manager AND the tree. Remember to plant the “right tree in the right place.”

1.2 What is the Community Forest?

Understanding how a single tree functions is vital to giving it the right care. It is equally vital to think of trees together in groves, stands, woodlots and remnant forests. Because tree groves provide exponentially greater public benefit in terms of storm water interception and porous soils, we should consider the forest, not just the trees.

*The Community Forest Management Plan (CFMP) identifies the **Community Forest** as **any individual trees, small stands of trees or forested areas, and associated understory plants, that are found growing in natural and built environments, and which contribute important ecological, social and/or economic benefits to the community.***

The CFMP discusses the ecosystem services that trees provide such as improved air quality, storm water interception, reduction of soil erosion and energy costs, and wildlife habitat...not to mention the general enhancement of our quality of life. In cities larger than Bainbridge this collective green infrastructure is also known as the **Urban Forest**.

Why does it need Managing?

There are often conflicts where people and trees coexist. As the Journal of Arboriculture stated in January 1997: “*We cannot separate sustainable urban forests from the people who live in and around them...Urban forests require active consistent, continuing management.*”

The study and practice of community and urban forestry continues to evolve as municipalities recognize the huge value that trees provide. Increasingly, this value is being quantified and progressive communities like Bainbridge Island see their forests as necessities, not just amenities.

SECTION 2: TREE PROTECTION

Overview

We have chosen to place tree protection practices near the front of this manual. An important aspect of tree protection is to **first save the best of the trees you have**. This option will *always* preserve greater ecological value, higher real estate value and probably cost less than waiting for newly planted landscape trees to mature. While not feasible in all cases, it is sensible to survey existing trees first and design for protection, rather than assume a new structure can be built right next to a prized tree without consequence.

When contemplating new construction, paving or a building addition, a property owner should first obtain a site survey. The survey will locate accurately the edges of your property and the public right-of-way, as well as existing trees. Local codes encourage saving a site's significant trees. Thoughtful site planning with trees in mind is the best first step, and buildings designed to allow retention of worthy trees have instant payback in amenity value.

If site soils are compacted into hardpan by heavy equipment, vehicles or stored materials, they will no longer be porous enough to absorb storm water or provide room for roots. What is done to soil cannot easily be undone, so it is wise to understand and protect soil before beginning construction. Protecting the soil also helps ensure a future for valuable site vegetation, especially trees.

This chapter includes information on maintaining healthy soils. The humble material beneath your feet is actually:

- The basis for stable building foundations
- The sponge that soaks up Northwest rains
- A factory of organic decay and renewal
- Home for vegetation that will provide returns well into the future.

2.1 Identification of Significant and Valuable Trees

A "**significant tree**" as defined in BIMC 18.36 has 4 possible definitions:

1. In the Mixed Use Town Center (MUTC) and High School Road zoning districts, any tree eight inches in diameter or greater, measured four and one-half feet above existing grade
2. *Deciduous trees outside the MUTC and High School Road Zones: 12 inches in diameter or greater, measured four feet above existing grade.*
3. *Evergreen trees outside the MUTC and High School Road Zones: 10 inches in diameter or greater, measured four feet above existing grade.*
4. *All trees located within a "critical area and/or buffer" as defined in BIMC Chapter 16.20.*

Begin with an inventory of what you have. Assemble a list of trees, noting species, size and condition. A general rule of thumb is that groups of trees with associated understory plants are easier to protect and return greater value than single trees preserved in the center of a building site.

Although it is impractical to put time and money into saving a tree that is terminally flawed or diseased, it is equally important to understand the value that tree canopy provides to the overall ecological health of Bainbridge Island. A Tree Professional should provide unbiased information on tree health and will not provide justification for tree removals, if none exist. They can also help dispel fears of tree failure, which can lead to unnecessary removals of healthy and structurally sound trees.

Landscape buffers are almost always required for new subdivisions or commercial projects. On Bainbridge Island, these narrow strips of remnant forest more often than not include Douglas fir or other native conifers that are tall and slender with little canopy. Trees such as these, that begin their lives surrounded by forest, produce foliage at the top, where sunlight is abundant, while their lower branches often die back from light starvation. When site clearing creates a new woodland edge, these slim trees are exposed to a condition to which they are not adapted – standing alone. Blowdowns or breakage frequently result, and property owners understandably begin to fear tall trees.

This problem can be mitigated by planting smaller trees and shrubs that normally grow at the forest edge, removing conifers close enough to pose a risk to people or buildings and replanting young trees that can adapt to buffer conditions. The best solution is to preserve larger blocks of vegetation where the perimeter to area ratio is as low as possible.

2.2 Protection and Conservation During Construction

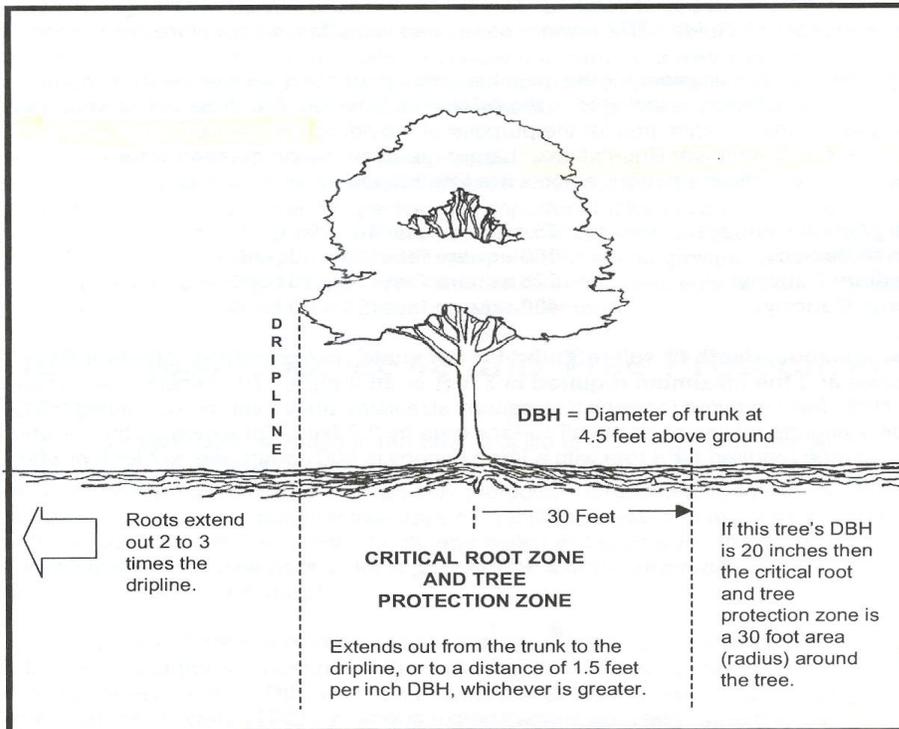
Please reference City code requirements, available from the City of Bainbridge Island Planning and Community Development Department, (206) 842-2552.

Property owners should meet with the City arborist or planner, architect, developer, and contractors to discuss tree protection issues and required permits before parties become invested in a particular site plan. This will save trees, money and headaches down the road.

2.21 Critical Root Zone (CRZ) and Tree Protection Zone (TPZ)

Most of a tree's roots lie within its dripline (or under-canopy area). Ninety-five percent of the roots of most trees grow in the top 12-18" of soil. Roots that supply nutrients and water concentrate just below the soil surface. Since fine feeder roots can only penetrate a thin layer of soil, they must spread far out from the tree to adequately supply it, well beyond the edge of the canopy above.

For existing trees, there is a minimum amount of space, above ground (for trunk and crown) and below ground (for soil health and the root system) needed to sustain a tree and preserve its health. The ground area is called the **Critical Root Zone (CRZ)**. The CRZ is usually far smaller than a tree's entire root spread. Thus, protecting the CRZ saves a portion, but not all the roots. The greater the protected area, the better a tree's odds for survival. You can calculate the CRZ as illustrated and described below.



The CRZ falls within an imaginary circle on the ground with a radius of between 1 and 1.5 feet for every inch of tree diameter at 4.5 feet above the ground, (but never less than a seven-foot radius). For example, a tree with a trunk diameter (dbh) of 20 inches has a CRZ of 20-30 feet (20 inches x 1-1.5) around the tree.

2.22 Activities Requiring TPZ Determination

The **Tree Protection Zone (TPZ)** is the area to be fenced around the CRZ, in this case having a 20- 30 foot radius, and a diameter of 40-60 feet. When this configuration is not practical, a Tree Professional, based on the location of a specific tree's structural roots and other site conditions, can establish a TPZ in the field.

A TPZ is a restricted activity zone where no soil disturbance is permitted. Site work planned near the critical root zone (CRZ) of a single tree or groups of trees to be preserved, requires a TPZ. TPZ fencing should be in place before undertaking any activities that might involve trenching or other disturbance to the tree's roots, such as:

- Access roads
- Staging, storage, and temporary parking areas
- Paving or other impervious surfaces
- Temporary utility lines
- Installation of pipe drainage, irrigation or other services
- Stormwater management devices
- Grading that requires cut and fill

2.23 Activities Prohibited within TPZ

- Storage or parking of vehicles, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots such as paint, petroleum products, concrete or stucco mix, dirty water
- The use of tree trunks as a winch support, anchorage, as a temporary power pole, sign posts or other similar function.
- Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches and other miscellaneous excavation
- Soil disturbance or grade change
- Drainage changes.

A site visit by a Tree Professional is needed if advance planning fails and a trench must pass through the TPZ. Depending on specific site conditions, tree species, health, and position of any potential targets, trenching may be approved. If not, it could require risk mitigation, restoration, and payment of a bond by the contractor. Alternative remedies can include tunneling or re-routing utilities, and relocating or re-engineering walls to avoid roots of important trees. Walls and pipes can be moved, but a damaged tree cannot be repaired or readily replaced.

2.24 Activities Permitted/Required within TPZ

- Mulching. During construction, spread wood chips within the TPZ 4" to 6" deep, leaving the trunk itself clear. Mulching helps prevent inadvertent compaction and moisture loss from occurring. 2-inch unpainted, untreated wood chips or equivalent is recommended for mulch material.
- Root Buffer. When areas under the tree canopy cannot be fenced, create a temporary buffer to cover the root zone (such as wood chips and plywood) that remain in place until final grading.
- Irrigation, soil aeration with an air spade, fertilizing or other beneficial practices.

2.25 Protective Measures

Protective Measures for Retained Trees, Street Trees or Designated Trees

Tree Protection Fencing

- keep branches and foliage clear from contact by equipment, materials and activities;
- preserve roots and soil conditions from compaction;
- make it clear to all contractors on site that the tree protection zone (TPZ) cannot be violated.

Recommended fencing includes orange plastic or chain link fencing that is 4– 6 feet tall. For best results, use **chain link fence** on galvanized poles. After placement under supervision of a Tree Professional, this fencing will enclose the entire TPZ for the duration of the construction project.

To protect street trees, a **plywood box** that physically protects the trunk from gouging by nearby equipment is the best option.

Prune trees with branches that hang over into the building envelope zone before construction damages them. They may be temporarily roped back to allow for clearance during construction. A Tree Professional can perform this type of work in a way that will protect the tree.

Post a Sign

A brightly colored sign shall be posted on each fence and /or plywood box enclosure to clearly state: *WARNING - Tree Protection Zone*

Erosion Control

If a tree is adjacent to or near a steep slope or other critical area, approved erosion control or silt barriers may be necessary to prevent siltation and/or erosion within the TPZ. **Do not install silt fence within the Critical Root Zone, CRZ.** Far too often contractors trench through a tree's root zone to meet requirements for silt fence installation, causing more harm than good. Protective mulch (above) and permeable erosion control blankets can substantially reduce runoff within the CRZ.

Root Pruning

See Section 4.4 (Root Pruning) if damage to tree roots occurs during excavation on a building site. It is far better for the tree to avoid root damage in the first place.

2.3 Post-Construction Management

Once construction is complete and the site clean, the arborist should reassess the site and identify maintenance measures that may be required for retained trees. Factors to consider include:

- Stress or damage to protected trees and associated vegetation/understory
- Risk assessment
- Odds for the trees to remain healthy in the altered landscape

A maintenance plan should help relieve tree stress from construction damage, including:

- disruptions to drainage
- restricting impervious surfaces or compacted soil
- impacts of fill
- impacts of root or canopy loss, or trunk damage
- potential increased storm water runoff and erosion due to tree/vegetation loss
- interference with, or impact on, surviving or neighboring trees

2.31 Maintenance and Monitoring Strategies

Successful tree protection does not end with construction, but continues with maintenance that takes place over a number of years. It requires a sustained stewardship commitment, fulfillment of after-care responsibilities, and may require that a landscape maintenance surety device be in place before granting a Certificate of Occupancy.

Regular site monitoring and weeding are of great importance following construction. Additional management includes mulching with compost or arborist's chips and summer irrigation for the first 3 years until retained trees have recovered from construction stress and new plants are well established. During the growing season, check at least monthly that weedy plants are controlled before smothering or setting seed, and that sufficient moisture is reaching plant roots to prevent wilting, browning or dieback.

IMPORTANT NOTE:

Avoid excessive or regular watering on or near the tree trunk and do not plant incompatible, water-loving plants within the tree's dripline. Combined with poorly-drained soil, these factors often activate normally dormant fungi to become opportunistic and infect the tree, causing the decline and eventual death of the tree. This decline can be slow and may not be evident for many years.

Performance Standards to track success of vegetation establishment (or restoration) should be clear. It is imperative to monitor tree and/or plant condition at the beginning and end of each growing season, relative to these standards. If problems arise, modify maintenance methods or frequency as needed. **Target success rates** should fall within the following guidelines:

- 95% survival of retained trees protected by approved plan
- 60-80% survival of new trees and plant material after 3 years
- Tree and shrub cover establishment resulting in 30-50% growth after 3 years
- After initial clearing of invasive species all invasive grow-back should be aggressively addressed to prevent infestation for, at minimum, 3 years
- Any newly installed plants that die should be replaced within 3 years of planting

2.4 Soil Health

Preserving soil health is essential to preserving tree root health. Construction is one of the main activities responsible for *damaged* soil. While it appears that some trees will grow anywhere, most trees are particular about the soil conditions under which they will thrive. All roots need porosity in the soil to grow towards nutrients and water.

2.41 Soil Attributes

Native soils are highly complex systems that provide essential ecosystem services including bio-filtration of pollutants, nutrients for plant growth, and the storage and slow release of stormwater. The ability of soil to effectively store and slowly release water is dependent on soil texture, structure, depth, organic matter content, and biota (Washington Organic Recycling Council (WORC), 2003).

Soil fertility can be evaluated using standard tests that measure the amounts of phosphorous, potassium, calcium, magnesium, zinc, and manganese in a sample. Soil tests can determine the soil pH (acidity/alkalinity), concentration of key trace elements, and the amount of organic matter present by weight. The Kitsap County WSU Cooperative Extension Service provides soil sampling advice and soil sample analysis services. Special tests can determine the presence of soil pathogens affecting plant health.

2.42 Organic/Hydrologic Soil Balance

Organic matter is the critical component of a functioning soil system. Typically, native Puget Sound forest soils have an organic matter content of 4 to 6 percent and the sub-soils less than 1 percent.

Construction activity removes the upper layers of soil, and site equipment compacts exposed sub-soils low in organic matter. This alters the site's hydrologic characteristics by converting the predominantly subsurface flow regime of the pre-disturbance site to primarily overland flow (*Low Impact Development Technical Guidance Manual for Puget Sound*, 2005).

To restore the hydrologic and other environmental functions of disturbed soils on developed sites, added topsoil should have the following characteristics:

- A minimum organic matter content of 10 percent by dry weight for all planting beds and other landscaped areas (except turf requiring access during wet months)
- Organic matter content in turf areas that requires maintenance or supports foot traffic during the wet months should be 5 percent by dry weight
- PH between 5.5 and 7.0 or a pH appropriate for installed plants – Some acid loving plant such as conifer require a pH of 4.0 to 5.7.
- A minimum depth of 8 inches (except in TPZ)
- Planting beds mulched with 2 to 4 inches of organic material
- Subsoils below topsoil applications should be scarified to a depth of a least 4 inches and some topsoil material incorporated to prevent stratification

2.51 Soil maintenance: Enhancing Soil Composition

When beginning a construction project where retained trees will be protected:

Set Aside and Protect Native Soil and Vegetation Areas

The most effective and cost efficient method for providing the hydrologic benefits of healthy soil is to designate and protect native soil and vegetation areas that already exist on the site.

Stockpile Topsoil from Cleared and Graded Areas and Replace Prior to Planting

Strip and stockpile topsoil in approved locations. Cover with weed barrier or other breathable material that sheds moisture, yet allows for air transmission. Before replacing, test stockpiled material and if needed, amend with organic matter or topsoil to achieve required organic content to an 8-inch depth where redistributed. Replace stockpiled topsoil prior to planting.

If replaced topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to achieve 12 inches of loosened soil after topsoil and amendment are placed. The entire surface should be disturbed by scarification, and then dressed with the amendment. **Do not scarify (roughen) soil within drip-line or determined TPZ of existing trees to be retained.** To reduce damage to roots within 3 feet of tree drip-line or TPZ, incorporate amendment no deeper than 3 to 4 inches.

Import Topsoil that Satisfies Required Organic Matter Content Standards

If topsoil from the site is inadequate, bring in good quality organic compost and apply and incorporate as described above. Imported topsoil that is not blended into the subsoil layer can cause serious drainage and plant establishment problems.

2.52 Soil Stresses and Mitigation Measures

During development, compaction of the soil is the largest single factor responsible for the decline of older trees. Ninety percent of the damage to the upper eighteen inches of soil occurs with the first pass of heavy equipment – and **cannot be reversed**. Every effort must be made to avoid compaction of soil porosity within the TPZ. Correct placement of the TPZ fencing and strict adherence to the “no-fly” zone will prevent soil compaction. If, however, the completed development results in soil compaction near the trees that are to be protected, there are ways to help reduce impact injury.

If a compaction event does occur to the upper 12-inch soil horizon, one or more of the following mitigation measures, performed under the supervision of a Tree Professional, can help:

- Aeration system
- Vertical mulching
- Soil fracturing
- Core venting
- Radial trenching
- Deep mulching
- Another method recommended by an ISA Certified Arborist

Mitigation for drought stress and excess soil moisture is covered in Chapter 4.2 Watering and Irrigation.

SECTION 3- TREE SELECTION AND PLANTING

Overview

Trees should be chosen carefully, since their value increases over the decades, and is fully achieved only if growing site and species are well matched. Bainbridge Islanders can grow a wide variety of native and ornamental species, in a range of habitats. Site characteristics, aesthetics, and habitat value should all be evaluated before deciding which tree fits best.

The tree itself should be of good quality, regardless of size. Flaws in nursery stock often cannot be corrected, and may prove fatal over time. Quality matters. The City has developed an approved Landscape Materials Matrix (Appendix J), and can be used to select trees and shrubs.

Northwest native species contribute special environmental and heritage value, and are highly recommended.

3.1 Tree Selection Criteria

Potential trees need to work for the environments they will call home. A tree can't move; it can only try to adapt. Species characteristics are genetically derived, based on habitat of origin. Since neither site nor species attributes are easily changed, both must be considered in advance to ensure a successful outcome.

Before buying a tree, investigate key planting site characteristics:

- Light level (deep shade, open shade, partial shade, full sun, extreme exposure)
- Soil type (sand, silt, clay, gravelly, glacial till, humus, loam, bedrock)
- Availability of water (droughty or saturated soils, well-drained or moisture retentive soils, seasonal fluctuations, perched water table)
- Size of intended planting area (above or below ground restrictions)

If a particular site presents multiple challenges based on this evaluation, another planting location might be a better choice. If your heart is set on a certain tree, seek out a more compatible spot if necessary. For multiple-tree planting areas, the same principles apply, and the match must work for all selected species.

With site constraints in mind, the next step is to choose a suitable species among the huge range of available options. It is at this point that landscape character and desired aesthetic or functional attributes come into play. A good plant list provides detailed information to help filter options:

- Tree size (height & spread, ultimate stature, longevity & growth rate)
- Environmental tolerances (light, water, pollution, soil type & pH, etc.)
- Seasonal attributes (flower, fruit, bark, fall color, silhouette, etc.)
- Functional attributes (screening, light shade, fragrance, wildlife value, etc.)
- Drawbacks and conflicts (fruit and leaf drop, shallow roots, failure profile)

As a final selection step, you can seek out examples of good candidate species in a nursery, park or mature public or private garden such as the Island's own Bloedel Reserve. Looking at trees in actual landscapes is invaluable for envisioning a future tree's character and stature. Photos in books or on-line are also helpful. This deliberate process helps develop familiarity with both a tree and its landscape home, and provides the basis for wise decisions.

3.2 Tree Quality Standards

All trees planted on Bainbridge Island, as either street or landscape trees, should meet the standards defined in American Standard for Nursery Stock (ANSI Z60-1-1996). This standard specifies height, caliper, and rootball diameter for nursery stock. In addition, it provides standards for container tree stock and shrubs.

In addition to specifying that stock meet the ANSI standard, trees selected should:

- Have strong central leaders for all but small or multi-stemmed, spreading trees
- Have symmetrical canopy and evenly-spaced scaffold branches
- Show evidence of cultural pruning by the nursery, including corrective pruning and crown raising but without extensive heading-back (which creates branch congestion)
- Be free of damage from nursery lifting, insects, diseases, and other pests
- Have intact rootball, not broken from rough handling.
- Have weed-free, non-desiccated rootball or container soil

3.3 Miscellaneous Material

3.31 Stakes

Not all new trees need staking. In fact staking can lengthen the time it takes a tree's roots to take hold in the soil. Trees planted in natural areas as part of restoration efforts, or those in protected areas do not need staking. Movement of the young tree's stem is important for developing trunk taper, which provides future strength. The use of planting stock with more substantial stem is preferable to staking.

In more urbanized settings like Winslow, where highly exposed to wind, or where there are close encounters with people and vehicles, new trees should be staked, but for **one year** only.

Install stakes and ties immediately after planting. Use stakes of sound, untreated wood, approximately 2 in. x 2 in. or 2 in. diameter, 6-8 feet long (depending on tree size), and pointed at one end. Use plastic chain-link ties to secure the tree to the stakes. Remove thin bamboo stakes and trunk-binding tape that come with some container-grown trees. Tape can girdle a tree as it adds growth rings, strangling or weakening it structurally to the point of failure.

Remember to remove all stakes after 1 year, except where necessary for trunk protection.

Do not drive a stake through a tree's root ball

Do not tie a tree directly to a stake (this immobilizes the trunk and inhibits proper growth)

Do not leave stakes – and especially ties – in place long-term

3.32 Mulch

Mulch all trees, shrubs and other plantings with an organic mulch that has been previously approved by a qualified tree professional. A mixture of composted wood chips and compost is ideal, but wood chips alone are usually sufficient. Avoid using peat moss or fine bark alone, since these actually shed water when dry, deflecting moisture from thirsty plants.

- Place mulch 4 to 6 inches deep around trees and shrubs out to the edge of the drip line. Take care that no mulch touches the trunk itself, even on small plants.
- Do not pile or mound mulch against tree trunks; This smothers roots and invites basal rot or insect attack.

3.33 Tree grates

Where sidewalk width is less than 8 feet and new trees are to be installed in tree wells, metal tree grates can successfully protect roots from soil compaction. Grates should be approved by Bainbridge Island Public Works Department, and should be at least 4' x 4', with breakouts to accommodate future trunk growth. Tree grates offer a good opportunity for integrating work of local artists in the Winslow core. Tree grate areas should be cleaned and re-mulched periodically, and inspected to be sure trunks have room to expand. Enlarge grate openings as needed.

3.4 Timing of Planting

Overall, Fall is the best time to plant in the Puget Sound region. Mild winters and rain favor root establishment before spring growth spurts. Exceptions are magnolias and a few other species, and conifers in landscape (not natural) areas; these survive better when planted in the spring. Here are guidelines for planting time:

- Balled and Burlapped (B&B) trees and shrubs: October 20th to May 1st
- Bare root trees and shrubs: January 1 to April 1st
- Container-grown trees and shrubs: All year, but best October 20th to May 1st.

Schedule plant purchase and delivery as close to planting time as possible after the site is prepared. Plants that cannot go in the ground immediately upon delivery should be held in a shady location, protected with wet wood chips and kept well-watered. Plant within 4 days of delivery if possible.

3.5 Site Preparation

Call for utility locate service prior to digging a tree hole (Dial 811, open 24/7).

A percolation test is required to ensure that there is adequate drainage for planting new trees. A minimum of one test per site shall be reviewed with the contractor and a landscape architect or ISA certified arborist. Mitigation measures shall be applied to locations with poor drainage.

Planting site must be free of weeds, construction debris and spilled materials.

For trees in a confined planter pit or sidewalk area:

- Dig the planting hole to a depth that establishes the top of the rootball 2-inches below the bottom of the tree grate.
- The width of the planting hole shall be at least 4-feet. Scarify (roughen) the sides of the pit.

For trees in all other areas:

The depth of the planting hole shall be no deeper than the height of the new tree's root ball. Trees shall be set at the same relationship to finish grade as they were to the ground from which they were dug. *Beware of excess soil piled up in the root ball or container – find the plant's root flare and remove any soil above this level before (and after) planting.* Excavate the hole a minimum of three times wider than the diameter of the root ball or container, and deep enough to allow the root ball or container to rest solidly on firm ground. If initially dug too deep, refill the hole with mineral soil and tamp to bring root ball or container up to the correct level before proceeding with planting.

3.6 Tree Planting

- Move the tree using only the root ball or container; avoid using the tree trunk as a 'handle' to move the tree.
- Remove ropes, strings, and wrapping from the root ball after the tree has been set. Cut apart the wire basket and remove before backfilling.
- Make sure the roots are not currently buried in their pot or burlap by carefully excavating the surface of the root ball until the first root is found, then stop.
- Prune roots of bare root trees at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the roots system). Consult with an ISA Certified Arborist prior to pruning. Bare root trees should have the roots spread to approximate the natural position of the roots and centered in the planting pit. Work planting soil backfill firmly into and around the roots, with care taken to fill in completely with no air pockets. Watering the back fill soil will aid in keeping roots moist and removing air pockets.
- Trees must be plumb and braced in position until prepared backfill has been placed around the root ball.
- Utilize the native soil from the planting hole for backfilling, unless specified otherwise. Studies have shown this is better for long term tree health than potting soil or other amendments.
- Water twice during planting--once when the planting hole is half backfilled, and again thoroughly when full to eliminate air pockets. Soil in the hole should be moistened if necessary before setting the plant. Dry soil can kill fine roots on contact.
- Mulch all trees, shrubs and other plantings as described elsewhere in this manual.

3.7 Recommended Species

Included in the BMP Manual Appendix is a matrix of plant materials recommended for use on Bainbridge Island. All commercial, industrial, and residential projects, whatever the scope, should use this list as the basis for plant selection.

Always select species based on site-specific conditions that affect plant growth: sun exposure, soil type, moisture availability, shoreline conditions, adjacent site improvements, and any particular constraints on space or function. If above- or below-ground utilities are present, plant selection must conform with utility company requirements to avoid conflicts. Otherwise, a promising tree may later suffer damaging root disturbance or disfiguring topping, compromising its longevity and landscape value.

Suggested landscape materials matrix— APPENDIX J

SECTION 4- TREE MANAGEMENT AND MAINTENANCE

Overview

The recommended practices (BMPs) in this section describe basic tree care activities, and when or where to use them. Regardless of their location, all trees require some care, particularly in the early stages of life. The level of care generally increases with the level of human interaction a tree experiences. Established trees in large landscapes, buffers, riparian zones, and drainage areas require little more than periodic inspection and passive protection. Trees growing along road frontages, in parking lots, in plazas and downtown settings, in schoolyards and developed parklands and in some utility corridors require a much higher level of care since our interaction with them is frequent. People have direct impacts on trees, and trees on people. Tree maintenance and management are all about keeping people safe and trees healthy.

4.1 Mulching

Mulching is the application of organic material on top of the ground over a tree's root system, to enhance root and tree growth. The objective of mulching is to recreate the conditions found in undisturbed, natural woodlands. All trees should be mulched regularly unless nature provides it.

The main reasons for mulching are:

- to improve soil moisture retention
- to improve soil structure by reducing compaction and allowing aggregates to form
- to enhance beneficial microbes and soil macro-fauna biodiversity (bugs & worms)
- to protect roots from extreme heat and cold
- to return nutrients to the soil for plant uptake
- to reduce runoff and erosion

4.11 Basic Mulching Guidelines

- Use organic materials such as aged wood chips, leaves, and compost; avoid grass clippings, fir bark, and inorganic materials like plastic and rocks.
- For newly planted trees, mulch the area out to the dripline of the tree.
- For established trees, mulch out to the drip line or as far out as practical. Completely remove underlying turf before mulching. This also can be accomplished by sheet-mulching. Sheet mulching is the practice of laying down "sheets" of cardboard, burlap, newspaper or any other material that will bio-degrade over time underneath a layer of organic mulch.
- Spread mulch in an even layer, 4-6 inches in depth; do not mound the mulch around the tree trunk.
- Keep mulch at least 3 inches away from the tree trunk to avoid creating favorable conditions for disease and insect infestation.
- Mulch twice per year if possible, in late spring and/or in fall as leaves drop.
- Do not use string weed trimmers around the base of trees to remove weeds within mulch beds. Trimmers damage bark and cambium at ground level, which diminishes tree health. Hand pull weeds. Avoid the use of contact herbicides.

4.2 Watering and Irrigation

In this era of diminishing resources, the ultimate goal for irrigation is to eliminate supplemental watering. The reality is that even the most drought tolerant species, well-mulched, require a period of watering to establish root systems and fend for themselves – typically 3 to 5 years. For a variety of reasons, we also sometimes use trees that aren't genetically adapted to our summer drought weather pattern. Without supplemental irrigation, such trees will either die or become stressed, stunted and susceptible to diseases and pests.

4.21 Basic Watering Guidelines

When watering is necessary, follow these basic guidelines:

- Water between 10 p.m. and 10 a.m. if possible. Early morning is best because winds are calmest, and the weaker morning sun will dry wet foliage without damage.
- Water less often with more water, rather than more often with smaller amounts of water. This practice encourages deep rooting. Except trees in containers, no established tree should need watering more than twice weekly.
- Apply water evenly throughout the outermost 75% of the CRZ (drip line).
- Do not directly spray water on tree trunks.
- Apply water slowly to avoid losing it as runoff outside the CRZ.
- Mature trees need approximately 1 inch of water every 3 - 4 weeks. In extreme drought or heat waves, look for signs of distress and water deeply, more often if needed.
- Over-watering can cause as many problems as insufficient watering and symptoms may look the same: wilting, yellowing, dropping leaves, dieback, but usually there is associated soggy soil.
- If you are unsure if your tree needs water, put your finger in the soil and see if it is dry deeper than 3 inches down. If so, water; if not, don't.
- Maintain organic mulch to retain moisture.

4.22 Newly Installed Trees

Newly installed trees, including drought tolerant and native species, are dependent upon supplemental irrigation until established, (3-5 years), but for a minimum of two years. Periods of extreme heat, wind or drought may require more or less water than recommended here. Amounts will vary, depending upon soil composition, heat, wind, rainfall, soil drainage characteristics, and type and extent of ground cover.

During the establishment period, water trees thoroughly to their full root depth as frequently as needed. Develop a schedule for dry months, prior to planting, as follows:

Tree Caliper (inches)	Gallons per Week
1	5
2	10
3	13
4	18
5	23

Alternatively, in the absence of adequate rainfall, apply 1 inch of water per week during the growing season, throughout the root zone of newly planted trees, damaged trees, or trees under stress. Brief Summer rains add little usable moisture to the ground.

4.23 Mature Trees

Established and mature native vegetation should not require watering unless changes have occurred within the tree’s CRZ. Root impacts such as construction damage, grade changes, compaction, root cutting, or other disturbances to the root zone may necessitate watering to improve or maintain the health of the tree. Mature trees could become stressed due to periods of drought and subsequently require watering to sustain them.

Water should be applied over a period of time to thoroughly moisten the soil to a depth of 18 inches or more.

The amount needed depends on several factors, including plant species, current soil moisture, soil texture (sand, loam, clay), and drainage. The amount of air in the soil is as important as moisture. These must be kept in balance to ensure continued plant health.

If soil texture is sandy, trees will need to be watered more frequently than in clay soil. Clay soils have a high water-holding capacity and may only need water during very dry periods. If your soil is compacted, it will be more difficult for water to penetrate the soil and aeration may be necessary.

To determine the amount of water to apply to a tree’s root zone:

- Calculate the radius of the CRZ
- Calculate the number of seconds it takes to fill a 5-gallon bucket of water with the hose or water delivery system you are using
- Match that time to the closest number of seconds listed in the following table
- For tree’s CRZ radius (Step 1) check under this Delivery Rate column to find total application time required to water the tree
- These numbers assume that you are watering the outermost 75% of the CRZ
- This can represent a huge amount of water, take the time to figure accurately.

Approximate Watering Time to Apply One Inch of Water Across Critical Root Zone

Radius of CRZ (ft)	Volume of Water (gals) to equal 1”	Total Application Time (minutes and hours) at a Delivery Rate of 5 Gallons Per x Seconds					
		X =	5 Sec	15 Sec	30 Sec	45 Sec	60 Sec
10	147		3 min	7 min	15 min	22 min	30 min
15	330		6 min	17 min	33 min	50 min	1 hr
20	587		10 min	29 min	1hr	1 hr 30 min	2 hrs
25	917		15 min	46 min	1 hr 30 min	2 hrs 30 min	3 hrs
30	1,322		22 min	1 hr	2 hrs	3 hrs 30 min	4 hrs 30 min
35	1,799		30 min	1 hr 30 min	3 hrs	4 hrs 30 min	6 hrs
40	2,349		39 min	2 hrs	4 hrs	6 hrs	8 hrs
45	2,973		50 min	2 hr 30 min	5 hrs	7 hrs 30 min	10 hrs
50	3,670		1 hr	3 hrs	6 hrs	9 hrs	12 hrs

4.24 How and When to Water

A soaker hose is the best tool for properly watering trees. Position the hose at the dripline and let it run for 1 - 1 1/2 hours at a slow drip so the water has a chance to penetrate the soil. A standard garden hose can be used in place of a soaker hose. Turn the hose on to a slow trickle and set it under the canopy for 2 - 4 hours. Water a minimum of four sites around the tree and out to at least the dripline. Watering should take place during the dry months of the year, historically July-October. Annual weather variations may alter this range.

4.25 Mitigation for Drought Stress

If for some reason watering doesn't occur when needed, make up the deficit as soon as possible by irrigating sufficiently to wet the soil within the CRZ (or on a construction site, the TPZ) to a depth of 18-inches or more. More aggressive options include sub-surface irrigation at regular specified intervals by injecting on approximate 3-foot centers, 10-gallons of water per inch trunk diameter within the TPZ. Apply water slowly to avoid runoff outside of the CRZ. Duration should be until October rains, unless specified otherwise by local authorities or a project arborist. Don't forget to mulch trees to reduce the volume of water required.

4.26 Mitigation for Excess Soil Moisture

Construction on- or off your property can result in excess surface moisture collecting around valued trees. Such changes can stress or put a tree into decline. More water is not always better, especially for long-established trees used to a particular environment. Take measures to prevent or alleviate excess water saturation and sedimentation within a retained tree(s) TPZ due to site construction activity. If a tree's adjacent grade exceeds 8% (23 degrees), silt barriers can be installed outside the TPZ to prevent excessive soil saturation, siltation and/or erosion within the TPZ. Divert water from low-lying areas of trees where it could pool for long periods and stifle roots. Some trees can survive periods of soil saturation, but others cannot. Acceptable levels of saturation vary with tree species, soil type, time of year and the pre-construction growing environment.

4.3 Fertilization

Do not apply fertilizer to newly planted trees, and avoid mixing additives into backfill soil. For established trees in managed landscapes, place 2 -3" of aged manure or compost to tree CRZ and on beds once a year at most, in spring or fall. Unless soil tests indicate deficiencies, a tree should need no further supplemental fertilizer applications. In nature, trees recycle the nutrients they need through leaf and decaying wood returning nutrients to the soil.

When applying fertilizer based upon recommendations resulting from a soil test, use the following guidelines:

- Apply fertilizer when the roots are actively growing--late winter, early spring, and early summer
- Use slow release organic fertilizers with a salt index of less than 50
- Apply fertilizer to the CRZ of trees, from the trunk to the dripline
- For surface applications do not incorporate or till fertilizers into the topsoil
- Apply sub-surface applications of fertilizer where turf or groundcover exists, or where runoff is likely
- Make sub-surface applications of fertilizer 4-12 inches deep, in holes that are 2-4 inches in diameter and spaced 12 to 36 inches apart
- Follow recommended application rates: more is not better, and may pollute the groundwater

4.4 Pruning

For trees in managed landscapes, the most compelling reason to prune is to develop a strong, safe tree structure, or to correct significant defects or damage. Generally, no more than one fourth (25 percent) of the tree's functioning leaf and stem area should be removed within one calendar year. An arborist certified by the International Society of Arboriculture, or supervised by an ISA certified arborist should complete pruning. It should conform to the current American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), ANSI A300 (2001).

- Excessive Pruning (over 25%) is prohibited except for clearance pruning of overhead electrical utility lines, for traffic safety, or to abate a public nuisance
- Topping is prohibited, unless approved by an ISA Certified Arborist. There may be special cases when it is better to remove large portions of a tree rather than remove it totally.

4.41 Pruning Young Trees

Early structural pruning is a proven, cost-effective measure to improve life expectancy. Added benefits are safer trees with fewer branch failures. Prune newly planted and young trees as follows:

- Newly planted trees should only receive minor pruning to remove dead wood and branches damaged during transport and planting
- Prune in successive years to provide sidewalk and street clearance, improve the branch structure and maintain central leaders
- No more than 25% of foliage should be removed during a growing season

4.42 Pruning Mature Trees

There are seven types of pruning that may be required for use on mature trees. Prior to entering the tree, the tree worker is required to be familiar with these types of pruning as stated in the Performance Standards of the current ANSI A300 (2001).

Types of pruning include:

- **Crown Cleaning:** selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches
- **Crown Thinning:** removal of watersprouts and dead, dying, diseased, crossing, and hazardous branches from a tree
- **Crown Raising:** lower branches are removed, thus raising the overall height of the crown from the ground
- **Crown Restoration:** restoring the natural growth habit of a tree that has been topped or damaged in any other way
- **Crown Reduction:** reducing the height or spread of a tree by performing appropriate pruning cuts
- **Utility Pruning:** pruning around or near utility facilities with the object of maintaining safe and reliable utility service
- **Re-trenchment:** pruning that reduces the canopy size of old declining trees to enhance and prolong realized tree benefits.

Climbing and pruning practices should not injure the tree except for necessary pruning cuts; ascent into the canopy should be by rope. Climbing spikes (gaffs) should never be used unless the tree is identified for removal.

4.43 Root Pruning

Protecting tree roots during construction is a primary goal. If tree roots **are** exposed during excavation:

- They must be cut cleanly with sharp hand tools. Preserve the root bark ridge (similar in structure and function to branch bark ridge).
- Use hand pruners, loppers and/or an appropriate handsaw. **Do not** apply wound dressings, as this retains moisture and can encourage decay.
- Directional Root Pruning is the recommended technique, combined with hand excavation around tree roots. With Directional Root Pruning, objectionable and severely injured roots are properly cut to a lateral root that is growing downward or in a favorable direction.
- The project arborist or City Arborist should review the removal or cutting of roots greater than **2 inches in diameter**. The recommended review ensures that the stability and health of the tree is assessed.
- If soil and or sub-grade material must be removed from the CRZ, complete by hand excavation, air spade, or water and suction device.
- If backhoe excavation is implemented, over-burden removal should be conducted with the bucket facing the tree(s) and soil removal should be pulled back toward the backhoe or small excavator.
- Don't leave the CRZ exposed overnight. If exposure is to occur, then wet burlap or mulch should be applied temporarily.

4.5 Plant Health Care

Generally, insect populations do not threaten tree health to the point of mortality. More often, when their populations become too great they create a nuisance. If a tree is stressed due to other circumstances, pests can defoliate and severely damage a tree. If action is warranted, **Integrated Pest Management (IPM)** suggests that the pest source be identified and targeted with a specific and timely treatment. To preserve an ailing tree, property owners should implement the following guidelines and treat the problem in a timely fashion to prevent further deterioration of the tree.

4.51 Insect Control

One of the most common and detrimental mistakes made by owners and landscape maintainers is the unwarranted use of pesticides and herbicides. Use the IPM method to diagnose and decide upon an appropriate response. If chemical controls are called for, consult a pest control operator licensed by the Washington State Department of Agriculture (Chapter 17.21 RCW). A licensed applicator should be employed. Nontoxic materials should be used whenever possible to control damaging insects.

4.52 Disease and Decay – above ground

Disease that erodes the health or weakens the structure of a protected or designated tree may compromise the safety of people or property. A Tree Professional should be contacted for diagnosis and remedy options. (See Section 5 for tree risk management.)

4.53 Disease – below ground

Soil borne diseases, such as root rot (*Phytophthora*, *Verticillium*, *Armillaria*, etc.) are present in this area's soils. Often, a poor landscape design encourages harmful, and often lethal, diseases in surrounding, old trees.

Avoid the following conditions that tend to favor a diseased root environment:

- compacting the soil within a tree's dripline
- adding fill dirt
- roto-tilling within the drip line
- trenching and removing soil from the tree root area
- excessive or regular watering on or near the tree trunk area
- planting incompatible water-loving plants within the tree's drip line

Combined with poorly-drained soil, these factors can activate normally dormant fungi that in turn may infect the tree, precipitating the decline and potential death of the tree. This decline can be slow and may not be evident for many years.

4.54 Diagnosing Health Issues; Biotic, Abiotic & Environmental

When planning landscaping around a protected or designated tree, an evaluation of the tree and soil should be performed to determine if a disease is present. If the tree is diseased and landscaping will contribute to decline, permanent damage, or render the tree hazardous, it is the obligation of the property owner to take reasonable measures to reduce or eliminate the conditions that may cause the decline of the protected or designated tree.

To identify cultural conditions that may lead to diseases such as *Verticillium* or *Phytophthora* or other soil borne fungi, consult with a plant health care specialist or Tree Professional.

Plants selected for use under established native trees should not need water more than once a month. Use a drip system to irrigate within the critical root zone of the established tree so that runoff does not flood the area. Procure plant material from a reputable source, to improve odds that new plants will be disease free. Sometimes landscape plants introduce serious pathogens that are hard to control, notably *Phytophthora*.

4.56 Diagnostic Techniques & Applications

The health and the safety of a tree are two distinct and separate functional characteristics. A vigorous and healthy tree may not necessarily be of sound wood or structure. To remove a protected or City-owned tree, it must first be evaluated and the tree determined to be "hazardous" By a qualified professional.

SECTION 5: TREE RISK MANAGEMENT

Overview

Trees provide a multitude of benefits to the people living and working in their proximity. They have ecological and sociological importance as well as documented aesthetic and economic impacts. These benefits are understood to increase with size and age of the tree. In contrast to this fact, trees also become more likely to shed limbs or experience structural failures as they age, and the consequences of these failures can increase with age and size as well. Because trees are living, dynamic organisms it is impossible to maintain trees that are free of risk and reap their benefits. Given this, we must be ready to accept some degree of risk to experience the benefits that trees provide to our built and natural environments. A successful tree risk management regime aims to maximize tree benefits in our community while minimizing tree risk. The interplay between these values may shift over time as our forest ages and deals with increased pressure from climate changes, pests, wildfire, and increased development.

Thus, the tree risk manager should attempt to balance the risks that a tree poses with the benefits it provides to individuals and communities. To assist in this task tree owners should engage a Tree Risk Assessment Qualified (TRAQ) professional to perform a Tree Risk Assessment (TRA).

A Tree Risk Assessment(TRA) is a systematic process used to identify, analyze, and evaluate tree risk. Risk is assessed by categorizing or quantifying both the likelihood and the severity of a the failure. A complete Tree Risk Assessment report should identify the risk level and make recommendations for reducing the risk.

A hazard is widely defined as ‘A likely source of harm’. In relation to trees, a hazard is the tree part or parts that might fail and are likely sources of harm. An entire tree can be considered hazardous when it has been assessed and found to be likely to fail and cause an unacceptable degree of injury, damage, or disruption, or rather that it rates as high or extreme risk

The City of Bainbridge Island Municipal Code defines a Hazard Tree as:

The degree to which a tree is hazardous hinges on three factors:

- The Likelihood of Failure
- The Likelihood of Impacting the Target
- The Consequences of that Failure

In short, hazard designation requires both a tree defect and a proximate target. A giant tree collapsing in a remote forest poses negligible risk, while a single limb dropping on a busy street could cause tragedy. The level of potential risk depends on the size of the part likely to fail (whole tree or a part,) and the frequency that a target is present & occupied.

Three important things to keep in mind:

There are many options for reducing tree risk to acceptable levels without removing the whole tree.

Tree Risk Assessment should never be used as an excuse to remove trees that are healthy and ‘safe’.

All trees pose some degree of risk.

5.1 Responsibility

On private property, the property owner bears responsibility to mitigate or abate a tree with a known hazardous condition. Trees on City property that may be a public safety hazard should be reported to the City of Bainbridge Island, Department of Public Works for an assessment of risk by the City Arborist. Trees of concern on state property should be reported to the respective agency (WA DOT, Parks, etc.).

5.2 Recognizing Tree Risk

Determining whether a tree's defect constitutes a condition that makes it an imminent hazard requires a high degree of knowledge and expertise. In the case of a protected or designated tree, only a qualified tree professional who is familiar with tree physiology, can interpret external signs of weakness, can perform internal checks if necessary, and make recommendations for risk reduction should perform hazard assessment. Hiring a Tree Risk Assessment Qualified (TRAQ) arborist is the best way to be sure your assessor is properly trained. (see Appendix: Arborists – What you Need to Know)

5.3. Managing Public Tree Risk

The City of Bainbridge manages thousands of trees in the public right of way and on City-owned property. The two basic tools for proactive public tree management are a recurrent risk assessment regime and guidelines for risk tolerance. Creating and putting these tools to use requires a long-range commitment to public safety and community forest health.

5.4 Establishing a Recurrent Risk Assessment Regime

A baseline tree evaluation system should be developed in planning sessions before evaluations are conducted. The following represents a suggested approach toward developing a hazard tree detection and correction program for public property.

5.41 Stratify City Owned Property into Risk Zones on a Map

Low risk areas such as woods, open fields or areas with trees and low foot traffic and no built structures, as well as roads leading into such areas.

Moderate risk areas, such as open space with trail systems, open picnic areas without fixed picnic tables, etc.

High risk areas, such as streets, arterials, developed parks, municipal facilities, and other structures, parking lots, bus stops, and any other places where people might congregate.

5.42 Recurrent Site Assessments

Timing and frequency of assessments may vary, but developed sites should be evaluated for new evidence of hazardous trees at minimum every 3 to 5 years. In addition to this minimum screening, sites should be examined after major storm occurrences once the severe weather has passed.

Carry out site assessments systematically. They normally consist of a level 1 assessment of the risk zones, where each tree and all areas of the developed site are observed for new evidence of hazard or defect. Examine all trees within striking range of a target, either fixed (play structure) or transitory (swim beach).

Generally, only trees greater than 6 inches in diameter at breast height (DBH, 4.5' above grade) should be examined. Smaller trees cause little damage and are considerably less prone to failure under most conditions. Under certain circumstances, trees less than 6 inches in diameter may require periodic inspection if their proximity to a particularly sensitive target (a target that likely would be damaged by impact) suggests unacceptable hazard, but this is an exception.

5.43 Guidelines for Tree Removal & Retention

When annual or storm-related site examination identifies trees of concern, these must be assessed individually for risk by a Tree Professional, using standard TRAQ protocols. This evaluation provides the basis for “risk abatement” actions, which may entail removing defective part(s), moving a target, or partial or full tree removal. Proceed with risk assessment and prescribed remedies as promptly as possible to minimize liability and public endangerment. In the case of a high-value tree, a second professional evaluation may be warranted if removal has been recommended and time allows.

5.5 Risk Reduction

5.51 Pruning

When the primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree, the property owner, manager and/or ISA-certified tree care contractor must choose an appropriate pruning type. Pruning for risk reduction should consist of one or more of the maintenance types described in the American National Standards Institute’s Pruning standards: crown cleaning, crown raising, crown reduction, crown restoration. (See Section 4.4 Pruning for details)

5.52 Wildlife Snags

Creation of wildlife snags or “habitat trees” is another risk abatement option. If a tree is dead or dying, a habitat snag can be an excellent alternative to full removal. Choose an appropriate height for the site conditions and monitor the snag as it decays. Created snags add important habitat for microbes all the way up the food chain. While not suitable for developed, high use locations, Bainbridge Island offers many good locations for snag retention. (see Appendix: Wildlife Snag Specifications)

5.53 Cabling, Guying, and Bracing

Occasionally a hazard can be adequately mitigated by artificially supporting the tree or tree part by connecting it back other healthy trees, tree parts or the ground. This is a strategy primarily used to protect large sections of high value trees that have natural structural deformities (co-dominant stems, over extended limbs etc.) that are of concern. This type of mitigation is generally inappropriate for trees with advanced rot or displaying physical wounds that are expected to deteriorate.

5.54 Tree Removal and Replacement

Limitations may exist on the removal or care of trees within certain regulated areas. For example, a regulated tree may not be removed without City review and approval. Therefore, a first step would be to verify that the removal is allowed under City law, by applying for a clearing permit and researching replacement requirements. Trees removed in violation of City law must be replaced by the property owner or, in the case of street trees, the developer. (Removal and replacement standards for public trees are included in the Appendix.)

To remove a protected or designated tree that has been confirmed as hazardous, as defined by the City of Bainbridge Island Municipal Code, a letter addressing the condition of the tree is required from an Arborist. Submission of a replanting plan may also be required, following review by City staff. This approval document must be available on site before the tree is removed, unless emergency conditions exist.

5.7 Public Tree Replacement Criteria

When a public tree is removed, it should be replaced on a minimum 1:1 basis in the next available planting season, since canopy equivalent to that loss will take years to grow. This ensures the continuation of the ecosystem service that the trees provide. Bainbridge Island's Community Forest Management Plan addresses expected population growth by establishing canopy cover goals by zone. In the Winslow Core and the MUTC where density is concentrated, the loss of even a single tree matters. Private citizens are also encouraged to replant or contribute time or funds toward tree replenishment on public sites instead. Contact the City Department of Planning and Community Development for suitable options.

5.71 Public Tree Replacement Considerations

Budget Considerations

- Develop a realistic budget covering the "life cycle cost" of added trees, including
 - Purchase of planting stock,
 - Site preparation (removal of existing trees, installation, landscape amenities such as grates)
 - Establishment care (watering, weeding, pruning, monitoring, etc.)
 - Ongoing maintenance (watering, fertilizer, mulch, pruning, etc.)
 - Administrative costs

Site Review & Planning

- Review available growing space
- Planting strip width, cut outs, behind sidewalk or curb, etc.
- Underground utilities
- Competition from existing plant roots
- Suitability of soil (compaction, toxins, drainage issues, etc.)

Review Above Ground Site Constraints

- Utility lines
- Utility poles, traffic lights, street lights, security lights
- Signs (public or private)
- Awnings
- Building structure (surrounding hardscape)
- Vehicular and pedestrian clearance
- Existing vegetation (trees and shrubs)

Standards Compliance

- ADA Standards,
- Other City requirements and standards.

Site Design/Streetscape

- Long-term viability or size at maturity
- Stormwater mitigation potential and other ecological function
- Suitability for “complete streets” that combine various functions including bicycles, pedestrians, utilities, etc.

Selection of Tree Species

- Aesthetic design
- Existing trees’ condition and character

5.8 Designated Hazard Tree Forms

The ISA adopted the most current Tree Risk Assessment Qualification (TRAQ) process in 2017, and this approach is now considered the present Standard of Care. This method provides assessors a structured process, based on good science and arboriculture, to assign recommended thresholds for action for the purpose of informing risk managers. The risk rating is determined by categorizing the likelihood of failure potential, the likelihood of impacting the target, and the consequences of that failure in a set of matrices.

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

The **Likelihood of Failure** is assigned one of four categories based on the judgment of the Assessor.

Improbable – The defect is not likely to lead to failure and no further action is required. In many cases these defects might not even be recorded.

Possible – One or more defects that are well established but would typically not lead to failure for several years. Corrective action might be useful to prevent future problems but only if time and money are available. Not the highest priority for action, these are the “retain and monitor” situations that can be used to inform budget and work schedules for subsequent years.

Probable – One or more defects areas well-established, but not yet deemed to be a high priority issue. Additional testing may be required or, the assessor may feel the problems are not serious enough to warrant immediate action, but do warrant placing the tree on a list of trees to be inspected more regularly. These are Retain and Monitor trees.

Imminent – The defect is serious and imminent failure is likely and corrective action is required immediately. These cases require treatment within the next few days or weeks. Often failure has already begun.

The **Likelihood of Impacting the Target** is categorized as Very Low, Low, Medium, or High.

Very Low – The target is at the edge of the possible strike zone or only comprises an extremely small portion of that zone, or is only within the strike zone for a short duration.

Low – The target has less than a 50% chance of being struck by the expected failure

Medium – The target has about a 50/50 chance of being struck

High – The Target has more than a 50% chance of being struck in the event of failure

The **Consequences of Failure** is categorized based on the following target descriptions.

Negligible – If the part were to fail and strike the target the expected damage or disruption could be easily repaired in an hour or two, this also includes minor injuries that require no first aid (bruise or scratch), and minor disruptions that impact neighborhood streets, and open space.

Minor – If the part were to fail and strike the target the expected damage could be repaired in a day or two, this also includes minor injuries that typically do not require attention from a medical professional, and neighborhood level disruption of individual services.

Significant – If the part were to fail and strike the target the expected damage would be substantial personal injury or moderate to high value property damage. This includes injuries that require medical care, or disruptions to primary powerlines or arterial streets.

Severe – If the part were to fail and strike the target the expected damage would be serious personal injury or death or high-value property damage. Disruptions to regional or critical infrastructure would be considered severe.

5.81 Options for Mitigation of Risk Trees include

Remove the Risk by cutting off one or more branches, removing dead wood, or possibly removing the entire tree. Extreme risk rating situations should be closed off until the risk is abated.

Modify the Risk of Failure In some cases it may be possible to reduce the probability of failure by adding mechanical support in the form of cables braces or props. Strategic pruning can also decrease the loads experienced by identified defects and reduce the likelihood of failure

Modify the Risk of Impact by moving the target. Risk ratings can sometimes be lowered by moving the target so that there is a much lower probability of the defective part striking anything.

Retain and monitor. This approach is used where some defects have been noted but they are not yet serious, and the present risk level is Moderate or Low.

CHAPTER 6- BMP's FOR SPECIFIC LAND USES & LANDSCAPE TYPES

Overview

In this section, we address several specific environments and discuss how to tap the opportunities each presents for preserving and adding trees. It is worth recounting that our *green infrastructure* accomplishes the following:

- cleanses the air by consuming carbon dioxide and producing oxygen
- buffers noise, dust, fumes, wind and glare
- intercepts rainwater and dispersing it more slowly into the ground
- shelters wildlife and protects native biodiversity
- creates calm settings to rejuvenate and relax
- creates a pleasant and comfortable sidewalk environment
- shades street pavement, increasing its useful life
- screens the view of parking lots and utility areas from public streets
- encourages safe driving with street trees and planting islands
- builds civic pride by enhancing the beauty of public thoroughfares
- increases aesthetic and monetary value of property
- shelters buildings from summer heat and winter chill
- buffers extremes of precipitation and heat accompanying climate change

Tree care is the property owner's responsibility, including the city for trees within the right-of-way or on city-owned property. Most island residents are responsible for the care and protection of some portion of our community forest. Some willingly shoulder extra responsibility as community volunteers.

Common threads you will find running through these recommendations are to:

- Save the best of what you have, evaluating existing trees, using careful site design, and following the principles of "Low Impact Development."
- Understand specific characteristics and limitations of sites when choosing trees.
- Take good care of trees, knowing and embracing the role(s) you play.

6.1 Parking Lots

Parking lots have long been recognized as thermal "hot spots", as well as collectors of significant storm-water runoff and associated pollutants. Trees growing in parking lots within commercial, industrial, and residential land use areas help to offset some of the many negative aspects of these sites. A parking lot is one of the few places where species with wide canopies can be allowed to grow and spread to full maturity.

Parking lots are not, however, a healthy environment for trees. Just picture how many times you have opened a car door onto the trunk of a struggling specimen tree or watched a busy shopper jam the grocery cart into a tree trunk. Successful conservation, planting and maintenance of trees in parking lots depends on providing adequate soil volume, water, nutrients and protection.

Tree species planted or retained in parking lots should be:

- selected to provide abundant shade
- tolerant of heat and pollution, and often, compaction and drought
- effective at intercepting, evaporating, storing and conveying rainwater, enhancing infiltration and reducing erosion
- free of structural, pest or disease problems, aggressive roots and fruits or nuts
- protected to provide optimal opportunity for healthy growth

Certain design features are encouraged, where feasible:

- Continuous planting islands, to accommodate multiple tree and increase the soil volume available to roots
- Planting islands that serve double-duty by incorporating surface water runoff treatments such as bio-swales and rain gardens in their design
- The use of structural soil mixes, which increase rootable soil volume and reduce the potential for root invasion into parking lot paving. (Appendix F)
- Incorporating understory plantings to shade and protect roots; prickly low shrubs discourage cut-through foot traffic better than groundcovers

6.11 Drainage / Water Quality Options

With early planning and design, it is possible for tree planting requirements to meet regulations for on-site treatment of stormwater. Trees planted within stormwater runoff areas should be limited to species adapted to heavy to moderate irrigation, such as riparian species (see Appendix).

6.12 Best Management Practices for Parking Lots

1. Integrate bio-retention into parking lot islands or planter strips distributed throughout the parking area in the forms of swales or linear shallow depressions
2. Utilize the opportunity to choose a species that will be big and spreading when mature. Plant one large canopy tree (>40') for every seven (7) parking spaces in parking lots
3. Select trees that can withstand the hot, dry microclimates and poor soil conditions of parking lots
4. Use Silva Cells (an underground frame) or a structural soil mix beneath pavement to increase the volume of soil available to tree roots
5. Group trees in islands so they can share rooting space.
6. Provide a required minimum open soil surface area for very small, small, medium, and large trees of 25, 100, 225, and 400 square feet respectively
7. Use pervious pavements to increase the moisture penetration and gas exchange for tree roots
8. The maximum distance between trees in linear tree islands should be 30 feet unless they are a species that will require more space.
9. Tree planting islands should have a minimum width of 12 feet
10. Maintain sight lines so motorists can see pedestrians and other vehicles, through proper tree selection and regular appropriate pruning

11. A clearing permit may be required from the City of Bainbridge Island to remove parking lot shade or ornamental trees if those trees had been required for retention through a land use permit. At this time, there is no cost associated with obtaining these permits
12. All pruning work shall be completed pursuant to the current International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) standards
13. Removed trees must be replaced with healthy specimens of similar species and size
14. Maintain an 8-foot minimum height to branching for vehicular and pedestrian clearance
15. Provide curbs or wheel-stops around tree planting areas and plant trees at least 30-inches (2.5 feet) inside the curb or wheel-stop to avoid vehicle injury to the trees
16. Provide designated paths through planting areas that follow “desire lines” to prevent soil compaction by foot traffic.
17. Irrigate tree islands to ensure new tree survival and improve long-term tree health
18. Incorporate understory plantings to shade and protect roots, and prickly low shrubs to discourage cut-through foot traffic better than groundcovers

6.2 Plazas, Courtyards and Winslow Core Areas including Street Trees

Plazas, Courtyards and Core Areas are places where people gather to work, shop, eat, meet, and relax. They are found predominantly within commercial, institutional, and dense residential areas.

Growing space for trees in these areas is limited. The majority of trees are planted, as opposed to conserved, and usually grown as single trees. Trees are often arranged in a linear or rectangular grouping and planted in small tree wells (4 x 4 feet) or infrequently, larger landscape islands.

These settings are characterized by an abundance of impervious pavement, poor quality soil, inadequate soil volumes, close proximity to buildings and streets, air pollution, and high levels of human activity. They are also appropriate for the integration of ideas put forward in the Bainbridge Island Arts Plan.

6.21 Best Management Practices for Plazas, Courtyards and Winslow Core

1. Match the mature size of trees selected to the amount of available growing space
2. Select trees to enhance architectural design, without blocking important building or structural detailing
3. Plant trees where limbs will not impede access for delivery or emergency vehicles, pedestrian circulation, or sight lines
4. Don't assume that site conditions are the same throughout a plaza; plazas can have dramatic changes in temperatures from one side to another due to microclimatic conditions created by surrounding buildings

5. Use alternative (permeable or open) paving systems that accommodate pedestrians and vehicles while increasing opportunities for moisture and air to reach tree roots
6. Use structural soils beneath the pavement and innovative design to increase the volume of soil available to tree roots
7. Locate trees where underground utilities and compacted soils won't constrict the available area for tree roots
8. Look above for overhead utilities that will limit mature tree size
9. Protect trees from vandalism or other damage by pruning and protecting with sturdy fencing
10. Budget for increased tree maintenance costs in downtown "high contact" areas, to ensure new tree survival and long-term health; include irrigation and pruning to maintain pedestrian and vehicular clearance

6.22 Street Trees and Road Frontage Areas-- *(Please refer to the "City of Bainbridge Island Civic and Street Tree Plan" for specific information)*

Road Frontage Areas consist of public rights-of-way (including streets, alleyways, circles and medians) and immediately adjacent land in residential, commercial, institutional, industrial, and agricultural zones. Frontage areas include both street trees and adjoining yard trees that are part of a property's landscape design and function. These trees may be planted ornamentals, or pre-existing vegetation like native woods. Street trees are found growing both singly (most often) and in groups.

Removal and replacement of trees that damage city sidewalks or other city infrastructure shall be reviewed by the City Arborist prior to tree removal. The City encourages the use of creative alternatives that favor tree protection, such as "bump-outs" and rubber sidewalks that allow for tree root expansion.

6.23 Best Management Practices for Road Frontage Areas

1. Plant trees where there is adequate overhead and underground room to accommodate their mature size
2. Vary the spacing and species of trees along road rights-of-way to add interest and diversity to roadway plantings. In appropriate locations, evergreen trees should be considered in order to provide year-round foliage, as long as they comply with infrastructure and sight line restrictions
3. Maintain sight lines so drivers can see pedestrians and vehicles when pulling out of driveways or through intersections. Plant trees and hedges a minimum of 15 feet from driveways and 15 feet down each lot line on corner locations from road intersections for minor collectors. For major collectors and arterials, the distance will be greater to accommodate faster speeds
4. Provide 15 feet of vertical clearance for large vehicles along tree-lined streets and drives
5. Provide at least 8 feet of vertical clearance for pedestrians and bicycles, to avoid hazards created by low branches too close to sidewalks and drives

6. Avoid over-thinning natural stands of trees in or by road frontages, to reduce susceptibility to wind damage and failure
7. Bump out planting strips or jog sidewalks to accommodate tree trunk and root growth where necessary
8. In order to avoid damaging tree roots, tunnel or bore instead of trenching during utility line installation
9. Allow special consideration for designated Heritage trees that may be in right of way areas
10. Avoid planting trees directly over property lines or corners
11. Tree lawns (Planting strips) – the planting area between the sidewalk and curb – should be a minimum of 5 feet wide
12. Install root barriers along sidewalks and curbs to prevent tree roots from heaving and breaking pavers, sidewalks curbs, and road pavement. Other alternatives include load-bearing soil (developed by Cornell University—see appendix), rubber sidewalks or other innovative material that does not crack from root growth
13. Where the sidewalk is directly adjacent or very close to the street, plant trees behind the sidewalk. If necessary utilize private property tree planting easements to provide growing space and vehicular and pedestrian clearance

6.3 Utility Corridors and Easements

Utility corridors are linear landscape areas that contain power, gas, water, or sewer service. These corridors can be as narrow as 20 feet or as wide as 150 feet. They often run parallel to roadways, and contain above and/or below ground lines. Within these corridors, vegetation must be managed to allow safe maintenance and repair of the utilities. These long, narrow bands create continuous vegetation ‘edges’ that actually can improve ecological function. Wildlife is attracted to forest edges for food, nesting and protective cover, as well as to adjacent open areas to forage. The down side of exposed edges is their vulnerability to invasive plants, which can move in from any side.

6.31 Best Management Practices for Utility Corridors

1. Avoid trees with aggressive or damaging root systems near underground water and sewer lines. (See Appendix for recommended trees list.)
2. Plant only small-maturing trees beneath overhead electrical lines to minimize “topping” needed for future line clearance.
3. Maintain adequate clearance from all overhead and underground utility lines to facilitate access for repairs and minimize impacts to tree canopies and roots.
4. Plant medium sized trees at least 20 feet off the centerline of overhead electrical distribution lines.
5. Plant large sized trees at least 40 feet off the centerline from overhead electrical distribution lines.
6. When trees are pruned within overhead utility line maintenance zones, adhere to Best Management Practices for Utility Pruning of Trees [companion publication to the current ANSI A300 Part 1. Shrub, and Other Woody Plant Maintenance-

Standard Practices, (Pruning). Only specially-trained arborists should perform tree work near live electrical lines.

7. Employ crown reduction pruning rather than tree “topping” to reduce tree size beneath utility lines.
8. Tunnel instead of trenching beneath tree roots within the CRZ for installation or repair of cable, phone, electric, gas, water, or sewer lines.
9. Never use spikes to climb trees during overhead utility line maintenance, installation or repair. Exemptions include tree removal or emergency situations, such as storm work and worker rescue situations.
10. Annually monitor edges for invasive plant infestations and remove or limit encroachments before they penetrate to interior of corridor

6.4 Residential Lots

Although the potential for large canopied trees is limited in urban core areas, trees remain an important part of residential landscapes. Their value as “green infrastructure” is so great from a storm water management standpoint, that many communities credit homeowners on utility bills for choosing tree canopy rather than increased impervious surface.

In suburban and rural lots, especially where new houses are built on wooded tracts of land, property owners should embrace the opportunity to practice enlightened site design early in the planning process. Consideration of tree protection and healthy soils can result in the preservation of promising young and mature native trees, that buffer roads, provide screening and habitat value, and reduce the visual intrusiveness of large new buildings. Rainwater mitigated on site can reduce the costs of below-grade storm water drainage systems.

6.41 Best Management Practices for Residential Lots

Assess the existing vegetation and plan new construction or additions to save as many high quality existing trees as possible.

1. Evaluate your yard for above- and below-ground conflicts: utilities, soil type, buildings, view, shade, sun, other trees, and safety
2. Plant trees only where there is adequate room both overhead and underground for the mature size of the tree you are planting
3. Avoid planting trees directly over, or too close to, property lines or corners.
4. Identify tree priorities—whether for beauty, wildlife habitat, shade, windscreen or a visual buffer
5. Consider the maintenance needs of the tree you choose by matching the preferences of the tree (i.e., drought tolerant, likes “wet feet”) with the site conditions.. Can the tree prosper in our Pacific Northwest climate without extensive care throughout its life?
6. Plant native species, which, if chosen wisely and sited appropriately for their microclimate, can reduce the need for ongoing care (i.e. irrigation) after establishment

7. Where room allows, install an informal hedgerow to replace a fence or laurel hedge. Hedgerows are mixed plantings that create habitat for birds, reduce hedge-pruning chores, and add seasonal interest – all while providing screening. A hedgerow should be at least 6 feet wide, but is much more valuable to wildlife if it is wider. Mixed hardwoods and conifers add significantly to the diversity of wildlife that will use the hedgerow. Plant shrubs and trees about 3 feet on center. Try to avoid breaks or openings in the hedgerow — these spaces are hazardous for many hedgerow dwellers, allowing easier access for larger predators. Native hedgerow species may include:

Red alder	Oregon grape	Elderberry
Douglas fir	Salal	Nootka rose
Western red cedar	Snowberry	Serviceberry
Vine maple	Ceanothus	Blueberry
Bigleaf maple	Red osier dogwood	Huckleberry
Willow	Red flowering currant	Salmonberry
Oregon white oak		

6.5 Institutional Campuses

Typical examples of institutional campuses found across the island are schools, churches, and health facilities. Larger tracts of land associated with institutions provide valuable opportunities for tree planting and preservation. By virtue of their size, they can preserve remnant forests that provide a link to Bainbridge Island’s wooded past. They also allow for planting of large new specimen trees and groves of trees and understory.

The Bainbridge City Hall, Bainbridge Performing Arts Center and Island History Museum located between Madison and Erickson Avenues make up the main downtown Civic Complex. A Tree Management Plan was completed for this campus in 2006, and is available at City Hall. Private developments may also lend themselves to landscape-level planning for vegetation retention and planting.

6.51 Best Management Practices for Institutional Campuses

1. Inventory and assess the site’s existing critical areas, flora and fauna to identify areas to protect and enhance as part of development or landscape improvements
2. Conduct a risk assessment of major trees every 5 years and after major storm events
3. Utilize native species in layered arrangements that echo the Island’s forest communities
4. Create surface storm water handling systems such as rain gardens and swales
5. Configure pedestrian circulation to invite visual contact between people and plants, while protecting them from physical damage and disturbance
6. Concentrate buildings and associated pavement, to maximize green area on site
7. Select a wide variety of trees to maximize biodiversity; include unusual species to pique public interest and test out tree performance
8. Choose tree species offering ease of upkeep, durability and a range of seasonal effects

6.6 Open Spaces, Parks and Natural Areas

Open spaces and Natural areas include forests, large gardens, parks, agricultural areas, pasture land, lake and stream margins, beaches and natural preserves. These fulfill many positive and fundamental functions on Bainbridge Island. They provide large areas of un-compacted soil that absorb stormwater, greater tree canopy for intercepting and distributing rain, and provide habitat and movement corridors for wildlife. Furthermore, they offer opportunities for sports, recreation, education and other individual and social activities. Well-managed open spaces are a positive contributor to quality of life in developed areas of the Island.

6.61 Best Management Practices for Parks, Open Spaces and Natural Areas

1. Assess and inventory individual sites related to critical areas, flora and fauna
2. Determine specific site uses and contributions, and reinforce the positive contributions
3. Maintain or reclaim optimal ecological health of the site
4. Establish a maintenance management system for Open Spaces, Parks and Natural Areas

6.62 Maintenance Recommendations

- Remove or prune trees if they pose undue risk to people or property
- Remove invasive species of plants
- Replant areas with non-invasive, mostly native species
- Create wildlife snags and retain fallen woody debris to improve wildlife habitat
- Develop wayfinding and artist-designed interpretive signs
- Build volunteer stewardship partnerships with local civic, religious, school, youth, neighborhood and social organizations, or budget for private contracted maintenance
- Cooperate with municipal, county, and state government agencies for permitting and technical advice

6.63 Suggested Maintenance Management System

The following basic steps are recommended to maintain environmental diversity, health, and recreational use within Island open spaces and natural areas.

1. Familiarize stakeholders with BMP's and any applications before the Planning Department or other agencies. Gather comment on management concerns and opportunities.
2. Conduct onsite evaluation to define vegetative zones.
3. Determine management priorities.
4. Plan for restoration and ongoing maintenance according to vegetative zone:
 - Determine and rank restoration and maintenance needs
 - Determine and comply with permitting and regulations relating to work within open space and natural areas
 - Remove exotic and invasive plant species in accord with recommended vegetation management techniques (see Section 6.9 and Appendices/References)
 - Replant areas of disturbance and set up maintenance programs for newly established areas

- Monitor and record replanting survival rates and invasive plant resurgence; replace lost plants and remove invasive weeds promptly
- Monitor and record trees with significant defects located within striking distance of persons or property, annually and after severe storms
- Monitor and record erosion or other significant changes to landscape features
- Monitor and record health of vegetation annually; budgeting resources to take timely corrective action when monitoring indicates a threshold of need

5. Monitor security issues

- Increase volunteer presence for trail and vegetation maintenance projects,
- Add trail patrols
- Encourage recreational user awareness, appropriate use and communication
- Tap “eyes and ears” of property owners adjacent to public open space/ parks

6.7 Buffers and Greenbelts

Buffers are the linear areas that border roadways, adjacent properties, or dissimilar land uses. Critical Area Buffers are vegetated areas that protect fragile landscape elements in accordance with the State-mandated Critical Area Ordinance. These areas include steep slopes, , shorelines, slide zones, wetlands, and streams. Trees provide very effective buffers, either alone or with other vegetation. They may be planted in either groups or rows, and spaced uniformly or in irregular patterns. On Bainbridge Island, many buffers contain natural woodlands or remnant forest areas. Plantings that combine overstory trees, understory canopy, shrub, and herbaceous layers make effective buffers. Wherever possible, buffers should be designed and/or enhanced to provide multiple vegetative layers.

In some cases, buffers may be limited in width and therefore in the amount of growing space available for trees. In most cases, however, trees in buffer areas remain relatively undisturbed after they are established and usually have an ample amount of growing space.

6.71 Best Management Practices for Landscape Perimeter and Park and Conservation Land Buffers

1. Select low branching or multi-trunk species to provide visual and physical screening to the ground
2. Plant a variety of tree species and mature tree sizes
3. Include all vegetative layers in buffer planting. Consider creating mixed-species hedgerows as compact, wildlife-rich buffers
3. Incorporate trees with dense, evergreen foliage to provide screening year-round (especially native coniferous trees)
4. Select trees for their suitability to the existing topography, soils, infrastructure (utilities, roads), light, moisture conditions, and vegetation
5. Conserve existing undisturbed woodlands with understory trees and shrubs for high quality buffers where width allows – preferably 50 feet or more. Create woodland buffers where there is room to create a “feathered” canopy edge with lower foreground trees to help tame and deflect wind.
6. Be aware of the remnant forest ‘New Edge’ effect on wind firmness of retained trees. Newly exposed interior trees are at risk for windthrow or failure. A too narrow buffer of slender, interior-stand trees within striking distance of frequently-occupied targets (homes, parking lots, playgrounds, etc.) may pose a risk. If

necessary, consider enhancing the existing buffer or planting a new buffer that will mature into a multi-layered canopy with site-adapted, stable trees

7. Leave the soil, organic litter layer, and native groundcovers undisturbed
8. Plant trees in a staggered, naturalistic pattern, rather than in linear rows
9. Conserve at least the minimum undisturbed width of buffer required by the City Municipal Code

6.8 Riparian Zones and Drainage Areas

These areas are associated with streams, rivers, shorelines, and surface drainage-ways. They are characterized by wetlands, alluvial soils, high water tables, and periodic flooding. In many riparian zones, the topography includes a substantial slope from upland to lowland areas.

6.81 Best Management Practices for Riparian Zones and Drainage Areas

1. Review the City's Critical Areas Ordinance (BIMC 16.20), Shoreline Management Master Program (BIMC 16.12) and related State and Federal Codes
2. Retain, to the extent possible, existing woodlands with undisturbed understory trees, shrubs, herbaceous plants, leaf litter, and soil
3. Plant and conserve trees in mixed groups and stands
4. Select species that are adaptable to local soil conditions, whose root systems help prevent erosion (fibrous, non shallow-rooting habit)
5. Manage areas containing young trees to ensure development of valuable mature tree stands over time
6. Do not plant exotic species, as many are aggressive or have the ability to be transmitted easily along riparian corridors or shorelines
7. Plant trees and associated vegetation that can tolerate variable lowland or high water table conditions
8. Refer to Washington Department of Ecology manuals available on line that address vegetation management for steep slopes and stream corridors (see References)

6.9 Invasive Plant INFESTATIONS

Our community must be ever vigilant to the risks posed by noxious weeds and invasive exotic plants. These plants threaten the general ecological health and diversity of our native ecosystems on public and private lands throughout Bainbridge Island, including forests, parks, agricultural land, waterways, and developed landscapes. Guidance for protecting such areas may be found in Washington state noxious weed law, which acts to protect wildlife, property values, and public health and safety from the adverse impacts of invasive plant species. Kitsap County Weed Control Program provides monitoring and advice on controlling listed plants.

The key tools for noxious weed and invasive species management are: prevention, eradication and containment. For control, all three must be put to use. By definition, such plants respect no boundaries, so coordinated public and private efforts are essential to successfully dealing with this constant threat to our environment.

An **invasive plant** is one that has the ability to thrive and spread aggressively outside its natural range.

A **noxious weed** is an invasive, often herbaceous plant traditionally designated as a threat to farmland, pasture or wetlands. Some of our most serious invasive forest species are not official noxious weeds: English laurel, English holly, English ivy, and knotweed.

6.91 Best Management Practices for Invasive Plant Infestations

1. Properly identify the existence, extent and species of invasive plants within your site
2. Contact the Kitsap County Weed Control Program for direction on invasive control methods or when dealing with a Class A noxious species, mandatory eradication (contact information: http://kitsap.wsu.edu/noxious_weed/index.htm)
3. Determine the type or combination of control methods that apply to your situation and site and from this information develop a specific Maintenance Plan. Control options include biocontrol (using selected insects and pathogens), weeding, grazing, smothering (with sheet mulch), herbicides, and mechanical removal. Always select the most environmentally-friendly alternative you can, within the constraints of the situation
4. Use techniques developed through experience by others. See Appendix H (References) for excellent resources to help Bainbridge Island win the war against invasives, one infestation at a time
5. “An ounce of prevention” is key to invasive and noxious weed management. Protect desirable vegetation by monitoring, and weed out invaders as soon as they appear. Don’t waste energy attacking the worst first – instead save valuable, intact plant communities
6. Embrace the adage “prevention begins at home.” Engage local nurseries, landscapers, garden clubs, schools, service organizations, park managers, permitting agencies and realtors to raise public awareness about invasive plants
7. Encourage the use of non-invasive ornamental species in public and private landscapes. Eliminate them from civic landscapes and in their place demonstrate vigorous, attractive alternatives to popular invasive ornamentals like holly, laurel, ivy, butterfly bush and broom

Note on Ivy Removal:

In addition to hurting trunks and killing canopies, English ivy weighs down our Northwest trees and can cause them to fail in whole or in part, during storms. It is important to control ivy growth into trees by removing as much as possible. A qualified professional can climb the tree and remove ivy from high in the canopy.

An effective way to control ivy is to cut vine stems at the base of the trunk and 4 feet up. Strip away cut sections while leaving vines higher in the tree to die on their own without pulling them down, which can be dangerous, fruitless or damaging to a tree’s protective bark. For large vines, a crowbar or pruning saw may be needed to cut the vines, and a screwdriver to pry them off. The goal is to delay return growth and keep the tree healthy even if it inhabits a sea of ivy.

For long-term control, remove ivy roots and replant with sword fern or other native ground covers. To discourage erosion, cleared slopes should be replanted in the fall before winter rains set in.

APPENDICES

The Appendices that follow are intended to provide more specific information for managing Bainbridge Island's important Community Forest resource.

APPENDIX A – Arborists – What you Need to Know

ISA Certified Arborist

A certified Arborist has at least 3 years' experience in tree care industry and has passed an exam demonstrating knowledge in all areas of arboriculture. Continued Education credits are required for recertification every 3 years. www.isa-arbor.com.

ASCA Registered Consulting Arborist

This is the highest certification a consulting arborist can earn; RCAs are considered experts of the field. They must have extensive technical experience in landscape planning and development, tree preservation, hazard tree assessment, legal matters, tree appraisal and damage assessment. They must meet and maintain requirements for membership in ASCA, including Continuing Education requirements. They must have completed ASCA's rigorous Consulting Academy and passed a qualifying exam. They must also demonstrate extensive report writing competence through reports submitted for peer review. There are currently only 6 arborists in the State of Washington with this designation.
<http://asca-consultants.org>

TRAQ

This is the industry standard for Tree Risk Assessment and is administered by the ISA.

Tree Professional

An individual with relevant education and training in arboriculture or urban forestry. The individual must be an arborist certified by the International Society of Arboriculture or a registered consulting arborist from the American Society of Consulting Arborists or have equivalent training from an organization such as Tree Care Industry Association and for Forest Management Plans may be a certified forester by the Society of American Foresters. A Tree Professional must possess the ability to perform tree risk assessments and prescribe appropriate measures necessary for the preservation of trees during land development. For Forest Management Plans, the qualified professional must have the ability to assess wooded sites and prescribe measures for forest health and safety.

What is Urban Forestry?

Urban forestry is the care and management of urban forests, i.e., tree populations in urban settings for the purpose of improving the urban environment. Urban forestry advocates the role of trees as a critical part of the urban infrastructure. Urban forestry is practiced by municipal and commercial arborists, municipal and utility foresters, environmental policymakers, city planners, consultants, educators, researchers and community activists. (Wikipedia)
There is no officially certified title of "Urban Forester" at this time, that we know of.

Selecting an Arborist

Hiring a tree care provider deserves careful consideration and caution. A mistake can be expensive and long-lasting, while the right choice can assure health, beauty and longer life for your trees and landscape.

- First decide if you need a diagnosis of a suspected problem, or a tree service company to perform work that has been prescribed
- Beware of *door-knockers* who may show up just after storms when there is an opportunity to earn quick money. These may not be professionals and may not have the skills or proper equipment to do the work safely
- Hire an arborist or tree worker who has been certified through a program of the International Society of Arboriculture (ISA) and has a business license
- Ask the arborist for a client or reference list so that you can assess their workmanship
- Check the phone directory, usually under trees or tree care service. Listings in the directory should indicate some degree of permanence. Look for professional membership affiliations. Membership does not guarantee quality, but a lack of it may cast doubt on the company's commitment to professionalism
- Get copies of proof of liability, personal insurance, property damage insurance and worker's compensation. Don't stop there – call the insurance company to verify that the policy is current
- Obtain more than one written estimate that clearly states their scope of work, but don't expect an arborist to lower a bid to match another's
- A good arborist will not use climbing spikes unless the tree is going to be removed
- Beware of an arborist who is too eager to remove a living tree, but keep in mind that living is not always equal to healthy or structurally sound

The Contract for Services

A contract should protect you and the tree professional. Most companies will provide their own contract and should include the following basics:

- Dates that work will begin and end.
- Specific Scope of Work
- Cleanup procedures should be listed and whether firewood will need to be cut (and into what lengths)
- Clarify if a tree removal includes grinding the stump and surface roots and if so, how deep? Will they remove grindings and backfill the hole?
- The total dollar amount you will be charged and how: (a) as a single price for the job, or (b) on an hourly basis plus materials "...but not to exceed...".

APPENDIX B-- Tree Protection Specifications (General Guidelines)

1. This specification must be followed for all trees that are in close proximity to any clearing and grading limits.
2. After the site has been surveyed, and clearing and grading stakes are in place, the Tree Professional will visit the site to determine the actual placement of tree protection measures based on the potential impact to tree root systems. Final adjustment of clearing limits will be made on site.
3. Tree Protection Zone (TPZ) fencing or other barriers shall be installed along all clearing limits to protect the Critical Root Zones (CRZ) of trees that are to be preserved. Optimal CRZ areas should be calculated at 1.5 foot radius for every 1 inch of tree DBH. Work required for removal of unwanted vegetation within the CRZ areas will be **hand work only**. TPZ fencing shall be 4' tall orange plastic fencing anchored with steel stakes or 6' chain link fence. The Tree Professional may also require plywood boxing around trees in certain high traffic areas, and will meet on site with the contractor to determine the specific types of fencing, placement, and specific clearing instructions for areas near preserved trees. Adjustment of the initial TPZ lay out may be required as construction progresses.
4. Within the TPZ areas no parking, materials storage, dumping, or burning is allowed.
5. When removing trees outside of the TPZ determined to be unacceptable for retention, use methods such as directional felling to avoid damage to trees and other valuable vegetation that is being retained. Small trees and other native vegetation in these areas should be carefully preserved.
6. Where the arborist has determined that roots of a preserved tree may be encountered during excavation or grading, a Tree Professional shall be on site to supervise any root pruning and to assess the potential impact of such pruning. Any root greater than 1.5" diameter that is encountered shall be carefully cut with a sharp tool. Roots cut shall be immediately covered with soil or mulch and kept moist.
7. Where access for machinery or any vehicle is required within the CRZ or TPZ of any preserved tree, the soil should be protected from compaction. Acceptable methods include 18" of wood chips or hog fuel, plywood, or steel sheets.
8. TPZ fencing shall not be moved without authorization from the Tree Professional or the site supervisor. All fencing is to be left in place until the completion of the project. Tree protection signage shall be attached to fencing only.
9. Landscaping specified within the TPZ areas shall be designed to limit disturbance of surface soils and preserved vegetation. No root pruning is permitted. New plants added in these areas should be of the smallest size possible to minimize disturbance.
10. Where backfill is required within a CRZ or TPZ area, the Tree Professional shall determine the amount and type of fill material to be used.
11. The Tree Professional will provide a recommendation using ANSI A300 American Standards for Pruning to remove dead wood, provide clearance, and cabling or bracing. Use of an International Society of Arboriculture Certified Arborist to perform the recommended work is strongly recommended.
12. Supplemental irrigation for all protected trees is required during the summer months or prolonged periods of dry weather. **THIS IS MOST IMPORTANT FOR SUCESSFUL TREE RETENTION.**
13. Monitoring of all trees, especially those exposed to new environmental conditions such as exposure to wind, sun, or deep shade, shall occur annually to check for adverse changes to the tree health or stability.

APPENDIX C—Public Tree Removal Criteria

Trees may be removed in accordance with the BIMC. See sections 16.18.040 and 18.15.010 for Vegetation management regulations.

Public Tree Removal Considerations include:

- Vandalism
- Casualty/Accident
- Sight Line Obstruction (traffic lights, signs, view safety)
- Outgrew the site (various reasons)
- Capital Improvement (street widening, new entrances, sidewalk installation, etc.)
- Natural Disaster (storms, wind, landslide, fire, etc.)
- Disease
- Risk consideration (over mature, structural problems)
- Utility Conflicts (buckling paving and sidewalks, growing into overhead power lines)
- Maintenance
- Development (loss of 30% or more critical root area)

APPENDIX D-- Alternatives to Tree Removal

Create a Wildlife Snag

The object of creating a snag is to preserve as large a portion of a defective tree as the location permits, so it can serve as habitat for birds and insects and to blend in with the landscape. The cuts made by chainsaw should be disguised to look like a natural break

The height of a snag is dependent on the site. It is important to remember the tree will slowly decay and fall apart. In busy locations, it is best to choose a height that will not put anything at risk. Based on management concerns and budget, long-lived snag species may be monitored and reduced in height again as they break down.

Long lasting snags = 15 years or more

Douglas fir (*Pseudotsuga menziesii*),
Western red cedar (*Thuja plicata*)
Bigleaf maples (*Acer macrophyllum*)
Other maple species (*Acer spp.*)
Oak species (*Quercus spp.*)

Short lived snags = Less than 15 years

Western hemlock (*Tsuga heterophylla*)
Red Alder (*Alnus rubra*)
Bitter cherry (*Prunus emarginata*)
Black cottonwood (*Populus trichocarpa*)

Snag Creation techniques:

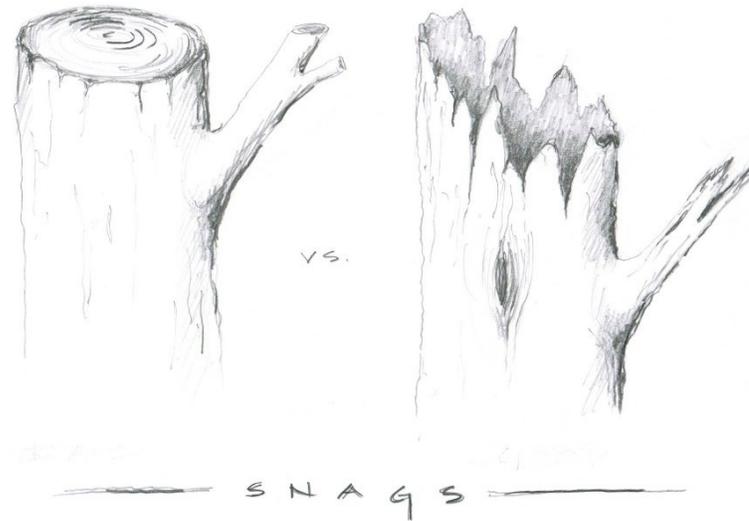
Birds love a perch, and so, it is important not to strip a snag tree of the lower branches. Branches can be cut back, but stubs should be left to serve as perches and to mimic nature. Ragged cuts at the end of branches will look best when the tree is finished.

The cut at the top is important to the look of the final project.

Try to mimic the way trees that break naturally look.

Many small slits in the edge of the trunk works well.

Use a small sledgehammer to break and bend the smaller pieces created with saw cuts.



Installing bird holes and bat slits:

Bird holes form as stumps decay and woodpeckers begin to work on the decayed wood. Bats often use narrow cracks or loose pieces of bark to roost in. This process can be speeded up by cutting in a birdhouse or bat slit in the created snag.

CAUTION; these techniques require advanced chainsaw skills. Use a small, sharp saw and extreme care.

Bore a triangular “pie’ shaped piece from the trunk. Use a crowbar to pop the piece loose.

Send the piece to the ground and cut the back off, leaving a 1-2” thick slab of wood with the bark.

Drill an appropriately sized hole. Two northwest species that use trees are chickadee (1”) and Flicker (2.5”)

Deepen and enlarge the hole using the tip of the saw bar

Send the piece back up into the snag and screw or nail it back in place.

For bats, make a shallow cut upwards into the trunk of the tree; use the saw to widen the cut to about ½”.

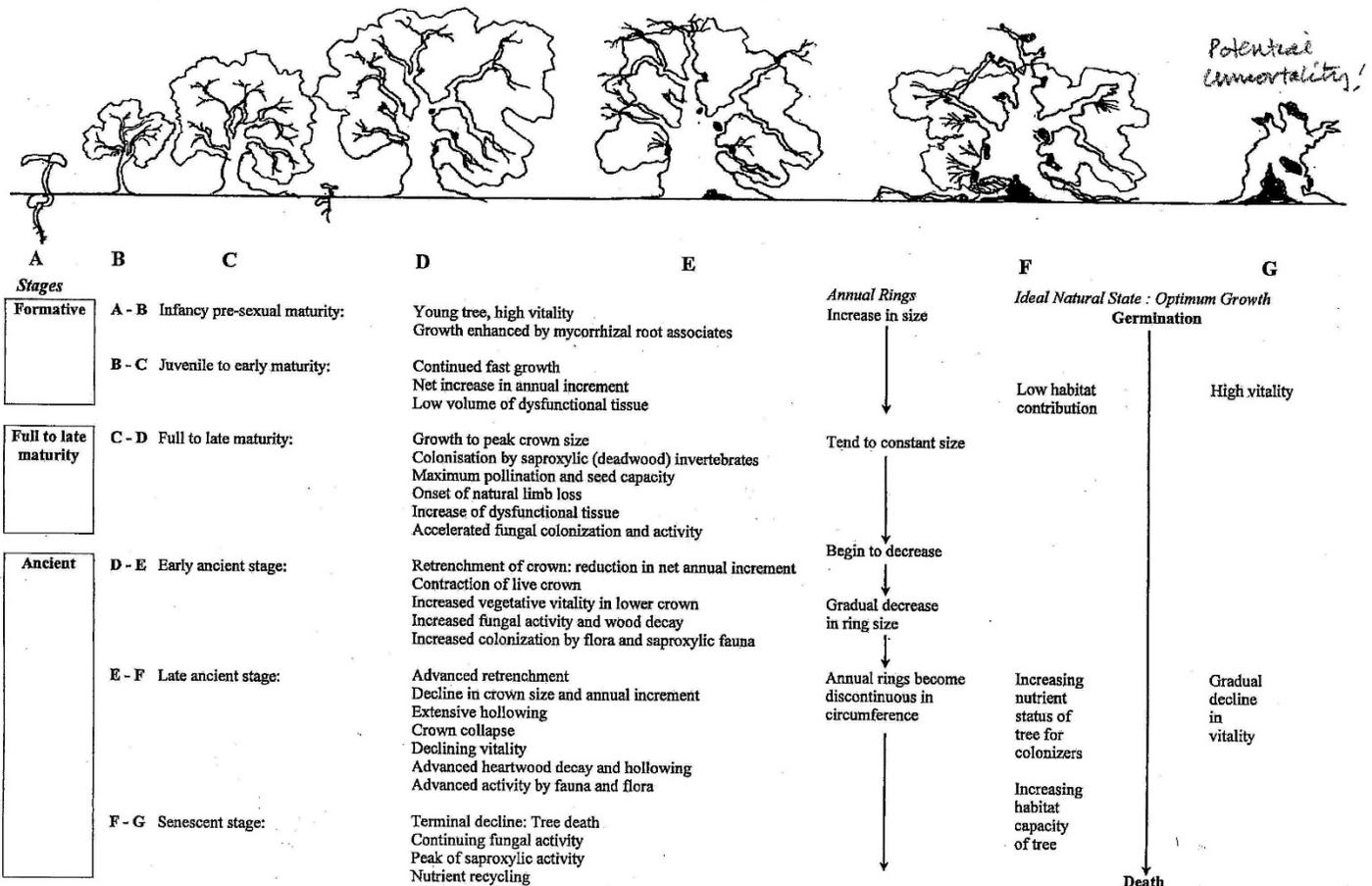
Veteranizing an Old Tree

“Veteranizing” – or retrenchment pruning, is the current European practice of allowing mature and senescent trees to be managed to reduce risk, but stay as elder members of the Community Forest so they can continue to provide ecological value for a wide range of organisms.

Fay, Neville, (2002) Environmental Arboriculture, Tree Ecology and Veteran Tree Management.
The Arboricultural Journal, 26 (3) 213-238.

The Ageing Process: From Infancy to Death

By Neville Fay of Treework Environmental Consultancy, designer Christine Kirkley



APPENDIX E-- Best Management Practices for Pruning of Trees

The most current and up to date version of ANSI A300 standards for Tree, Shrub, and Other Woody Plant Management-Standard Practices should be reviewed for best pruning procedures.

TCIA, *the Tree Care Industry Association*, is a good resource for these standards. To order a copy visit the below URL:

<http://www.tcia.org>

APPENDIX F – Providing Space for Urban Trees

Overview of Alternatives

Evaluate streetscape alternatives to the classic street profiles (following in Appendix G) that incorporate some common sense technologies and research. The following list is a brief overview of ways to provide space for tree roots while reducing infrastructure damage.

Planting Space

Match tree species with available space. When possible, allow between 10 and 15 feet for large growing species, and take advantage of the added benefits of the increased canopy cover they provide.

Curving Sidewalks

Create additional space for trees by replacing existing sidewalks with ones that curve away from the tree. Build a new section or narrow the existing one to a minimum of 39 inches (for wheelchair access.)

Pop-Outs

Remove a section of curb and extend the planting space into the street, taking care to maintain water drainage. Combine with curved sidewalks to maximize tree space.

Tree Islands

Plant trees in groups, so they can share root space. This technique can be useful in non-linear settings, and they can double as traffic-calming devices.

Narrower Streets

Make more space for trees and people by widening sidewalks and planting spaces, and reducing the width of streets in appropriate locations. This has been shown to lower the number of accidents by slowing traffic. This will become more practical as cars get smaller and their numbers decrease in the coming decades.

Structural Soil

A structural soil mix, sometimes called an engineered or load-bearing soil, offers an alternative medium for planting in pits and under sidewalks. A formula developed by Cornell University researchers, consists of approximately 80 percent small triangular stones mixed with about 20 percent loam, along with a small amount of water retention material that also helps to keep the pore spaces open. The mixture helps prevent soil compaction, preserve large air spaces, and help ensure oxygen supply to the roots. When used under a sidewalk, there is promising evidence that this mix will support the pavement and keep it from lifting. Structural soil mix used under sidewalks can also expand the rooting space to extend under the pavement. It can be used to connect existing tree pits and increase available rooting space on the most congested urban thoroughfare.

Super Planting Pits

Where new construction is proposed, design large, unsealed surfaces (>130 sq. ft.) in combination with deep soil loosening, providing at least 525 cubic ft. of soil for each tree. A typical profile might be 24" topsoil, 24-32" exchanged mineral base soil, and 32-48" loosened original soil.

Root Barriers

Material installed vertically, directly adjacent to the paving should extend above the soil and mulch line. This will keep roots from growing over the top of the barrier. Ribbed material is more effective in directing roots downward and horizontally, instead of under sidewalks.

Rubber Sidewalks/ vaulted sidewalks

A modular sidewalk system made of recycled tires is relatively simple to install over existing tree roots. The material allows some flexibility of movement, and the modularity allows removal of specific portions for periodic inspection of tree roots. It also keeps tires out of landfills.

Appendix F is compiled from:

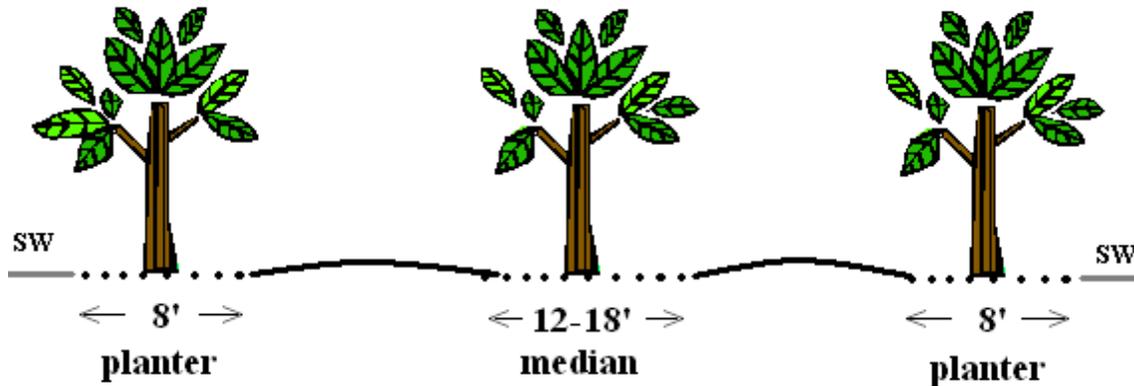
Buhler, Kristofferson & Larsen. *Growth of Street Trees in Copenhagen*, Scientific Journal of the ISA, Vol. 33, No.5. Sept. 2007.

Costello & Jones. *Designer Sidewalks*, ISA Arborist News Vol. 14, No 5. Oct. 2005
Rubber Sidewalks, Inc. www.Rubbersidewalks.com

Urban, James, **Up By Roots**. ISA, 2008.

APPENDIX G-- Classic Street Profiles for Trees

The ideal street profile to create a tree-lined street with canopy forming trees would include 8' planter strips plus 12-18' wide medians. Future designs of major and minor arterials should consider this type of design where rights-of-way permit. This design provides adequate space above and below ground for trees, minimizing damage to curbs, sidewalks and streets. These guidelines enhance the driving, bike riding, jogging and walking experiences on these types of streets.



This is the ideal street design for development of maximum canopy, while providing separation between streets and sidewalks.



When space does not allow the development of a full median, 8' planter strips will offer enough room for large, canopy forming trees to be planted.

Planter strips should not be less than 6' wide. These narrow widths will only accommodate plantings of small to medium sized trees that will not produce the canopy effect.

Street designs that incorporate a 4' planter should not be planted with trees due to the limited above and below ground space. If trees are required as part of the street development or frontage improvement, then the trees should be planted at a minimum 4' behind the outside edge of the sidewalk if adequate space and rights-of-way are available.



Street trees are planted behind the sidewalk within public rights-of-way.

APPENDIX H--Additional References and Resources

The following websites provide related information and additional links.

Bainbridge Island Land Trust – www.bi-landtrust.org

City of Bainbridge Island – www.bainbridgewa.gov

City of Bainbridge Island Community Forest Management Plan

Matheny and Clark, Trees and Development: A Technical Guide to Preservation of Trees During Land Development

Kitsap County Extension (Washington State University) – www.extension.wsu.edu/kitsap/

The National Arbor Day Foundation – www.arborday.org

Pacific Northwest Chapter – International Society of Arboriculture – www.pnwisa.org

Tree Care Industry Association- TCIA - www.tcia.org

Trees Are Good <http://www.treesaregood.com/>

APPENDIX I- Suggested Landscape Matrix

This matrix provides a list of suggested plant materials recommended for use on Bainbridge Island. Additional plants may be added to this list as deemed appropriate by the department. Plants shall be selected based upon site-specific conditions which may affect plant growth such as sun exposure, soil types, shoreline conditions, adjacent site improvements, etc. Plant material selection shall be coordinated with utility company requirements to avoid conflicts.

	Parking lot trees	Landscape buffer areas	Critical areas – Uplands	Critical areas – Wetlands/streams	Native species	Drought resistant	Shoreline	Trees near util. lines
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Large deciduous trees

<i>Acer macrophyllum</i>	Bigleaf Maple	.	.	✕	✕	✕	.	.	.
<i>Acer rubrum species</i>	Red Maple variety	✕	✕	✕	.
<i>Acer saccharum</i>	Sugar Maple	✕	✕	.	.	.	.	.	.
<i>Alnus oregona</i>	Red Alder	.	.	✕	✕	✕	✕	.	.
<i>Fagus sylvatica</i>	European Beech	.	✕	.	.	.	✕	✕	.
<i>Fraxinus latifolia</i>	Oregon Ash	.	.	✕	✕	✕	.	.	.
<i>Gingko biloba 'Sentry'</i>	Columnar Maidenhair	.	✕	.	.	.	✕	.	.
<i>Liquidambar styraciflua</i>	American Sweet Gum	✕	✕	.	.	.	✕	✕	.
<i>Liriodendron tulipifera</i>	Tulip Tree	.	✕	.	.	.	.	.	.
<i>Platanus x acerifolia</i>	London Plane	.	✕	.	.	.	.	.	.
<i>Populus trichocarpa</i>	Black Cottonwood	.	.	.	✕	✕	.	.	.
<i>Quercus species</i>	Oak variety	.	✕	.	.	.	✕	.	.
<i>Quercus robur 'Fastigiata'</i>	Upright English Oak	.	✕	.	.	.	✕	✕	.
<i>Quercus rubra species</i>	Eastern Red Oak	.	✕	.	.	.	✕	.	.
<i>Salix species</i>	Willow variety	.	.	.	✕	✕	.	✕	.
<i>Tilia cordata</i>	Littleleaf Linden	✕	✕	.	.	.	.	✕	.

Medium deciduous trees

<i>Acer campestre</i>	Hedge Maple	✕	.	.	.	.	✕	.	✕
<i>Betula species</i>	Birch variety	✕	✕	.	.	.	.	.	.
<i>Carpinus betulus</i>	European Hornbeam	✕	✕	.	.	.	✕	✕	.
<i>Cercidiphyllum japonicum</i>	Katsura Tree	.	✕	.	.	.	.	.	.

		Parking lot trees	Landscape buffer areas	Critical areas – Uplands	Critical areas – Wetlands/streams	Native species	Drought resistant	Shoreline	Trees near util. lines
<i>Cornus species</i>	Dogwood variety	.	.	✕	.	✕	✕	.	.
<i>Fraxinus pennsylvanica</i> 'Marshall'	Marshall's Seedless Ash	✕	✕	.	.	.	✕	.	.
<i>Populus tremuloides</i>	Quaking Aspen	.	.	.	✕	✕	.	.	.
<i>Prunus species</i>	Flowering Cherry variety	✕	✕	.	.	.	✕	✕	.
<i>Pyrus calleryana species</i>	Flowering Pear variety	✕	✕	.	.	.	✕	.	.
<i>Zelkova serrata</i> 'Village Green'	Sawleaf Zelkova	✕	✕	.	.	.	.	.	.

Small deciduous trees

<i>Acer circinatum</i>	Vine Maple	.	✕	✕	✕	✕	.	.	✕
<i>Acer davidii</i>	David Maple	.	✕	.	.	.	.	.	.
<i>Acer ginnala</i>	Amur Maple	✕	✕	.	.	.	.	✕	✕
<i>Acer palmatum</i>	Japanese Maple	.	✕	.	.	.	.	.	✕
<i>Amelanchier species</i>	Serviceberry variety	.	✕	✕	✕	✕	.	.	✕
<i>Carpinus species</i>	Hornbeam variety	✕	✕	.	.	.	✕	✕	.
<i>Cornus florida</i>	Eastern Dogwood	.	✕	.	.	.	.	.	✕
<i>Cornus kousa</i>	Kousa Dogwood	✕	✕	.	.	.	.	.	✕
<i>Crataegus species</i>	Hawthorn variety	.	✕	✕	.	✕	✕	✕	✕
<i>Magnolia species</i>	Magnolia variety	✕	✕	.	.	.	.	✕	✕
<i>Malus species</i>	Flowering Crabapple	.	✕	.	.	.	.	.	✕
<i>Prunus species</i>	Flowering Cherry Plum	.	✕	.	.	.	✕	✕	✕
<i>Rhus typhina</i>	Staghorn Sumac	.	✕	✕	.	✕	✕	.	✕
<i>Styrax japonica</i>	Japanese Snowball	.	✕	.	.	.	.	.	✕

Evergreen trees

<i>Abies grandis</i>	Grand Fir	.	✕	✕	.	✕	.	.	.
<i>Cedrus deodara</i>	Deodar Cedar	.	✕	.	.	.	✕	✕	.
<i>Chamaecyparis lawsoniana</i>	Port Orford Cedar	.	✕	✕	.	✕	✕	✕	.
<i>Chamaecyparis nootkatensis</i>	Alaska Cedar	.	✕	✕	.	✕	✕	✕	.
<i>Calocedrus decurrens</i>	Incense Cedar	.	✕	.	.	.	.	.	.
<i>Picea sitchensis</i>	Sitka Spruce	.	✕	.	✕	✕	.	✕	.
<i>Pinus contorta</i>	Shore Pine	✕	✕	✕	.	✕	✕	✕	.
<i>Pinus contorta latifolia</i>	Lodgepole Pine	.	✕	.	.	.	✕	✕	.

		Parking lot trees	Landscape buffer areas	Critical areas – Uplands	Critical areas – Wetlands/streams	Native species	Drought resistant	Shoreline	Trees near util. lines
<i>Pinus densiflora</i>	Japanese Red Pine	.	✕	.	.	.	✕	.	.
<i>Pinus monticola</i>	Western White Pine	.	✕	✕	.	✕	✕	.	.
<i>Pinus nigra</i>	Austrian Black Pine	.	✕	.	.	.	✕	✕	.
<i>Pinus ponderosa</i>	Ponderosa Pine	.	✕	.	.	.	✕	.	.
<i>Pinus sylvestris</i>	Scotch Pine	✕	✕	.	.	.	✕	✕	.
<i>Pinus thunbergii</i>	Japanese Black Pine	.	✕	.	.	.	✕	✕	.
<i>Pseudotsuga menziesii</i>	Douglas Fir	.	✕	✕	.	✕	✕	✕	.
<i>Sequoiadendron sempervirens</i>	Coastal Sequoia	.	✕	.	.	.	.	✕	.
<i>Taxus brevifolia</i>	Western Yew	.	✕	.	✕	✕	.	✕	.
<i>Thuja plicata</i>	Western Red Cedar	.	✕	.	✕	✕	.	.	.
<i>Tsuga heterophylla</i>	Western Hemlock	.	✕	.	✕	✕	.	.	.

Deciduous shrubs

<i>Amelanchier alnifolia</i>	Western Serviceberry	.	✕	✕	✕	✕	.	✕	.
<i>Callicarpa japonica</i>	Japanese Beautyberry	.	✕	.	.	.	.	.	.
<i>Cornus stolonifera</i>	Red-Osier Dogwood	.	✕	✕	✕	✕	.	✕	.
<i>Corylus cornuta californica</i>	Western Hazelnut	.	✕	✕	.	✕	✕	.	✕
<i>Enkianthus campanulatus</i>	Red-Veined Enkianthus	.	✕	.	.	.	.	.	.
<i>Elaeagnus species</i>	Elaeagnus variety	.	✕	.	.	.	✕	✕	.
<i>Euonymus alata 'Compacta'</i>	Winged Eonymus	.	✕	.	.	.	✕	✕	.
<i>Hamamelis mollis</i>	Chinese Witch Hazel	.	✕	.	.	.	.	.	.
<i>Holodiscus discolor</i>	Ocean Spray	.	.	✕	✕	✕	✕	✕	.
<i>Hydrangea lacecap varieties</i>	Lacecap Hydrangea	.	✕	.	.	.	.	.	.
<i>Potentilla fruticosa</i>	Potentilla	.	✕	.	.	.	✕	✕	.
<i>Physocarpus capitatus</i>	Pacific Ninebark	.	.	.	✕	✕	.	.	.
<i>Rhamnus purshiana</i>	Cascara Sagrada	.	.	✕	✕	✕	.	.	.
<i>Ribes sanguineum</i>	Red-Flowering Currant	.	✕	✕	✕	✕	.	.	.
<i>Rosa nutkana</i>	Nootka Rose	.	.	✕	✕	✕	.	✕	.
<i>Rosa rugosa</i>	Rugosa Rose	.	✕	.	.	.	✕	✕	.
<i>Rubus parviflorus</i>	Thimbleberry	.	✕	✕	✕	✕	.	.	.
<i>Rubus spectabilis</i>	Salmonberry	.	✕	✕	✕	✕	.	✕	.
<i>Salix species</i>	Willow variety	.	.	.	✕	✕	.	✕	.
<i>Sambucus racemosa</i>	Red Elderberry	.	.	✕	✕	✕	.	✕	.

		Parking lot trees	Landscape buffer areas	Critical areas – Uplands	Critical areas – Wetlands/streams	Native species	Drought resistant	Shoreline	Trees near util. lines
<i>Spiraea species</i>	Spiraea variety	.	☒	.	☒	☒	☒	☒	.
<i>Symphoricarpos albus</i>	Snowberry	.	☒	☒	.	☒	☒	.	.
<i>Syringa vulgaris cultivars</i>	Lilacs	.	☒	.	.	.	.	☒	.
<i>Vaccinium parvifolium</i>	Red Huckleberry	.	.	.	☒	☒	.	.	.
<i>Viburnum x burkwoodii</i>	Burkwood Viburnum	.	☒	.	.	.	.	☒	.

Evergreen shrubs

	
<i>Arbutus unedo</i>	Strawberry Tree	.	☒	.	.	.	☒	☒	☒
<i>Cotoneaster species</i>	Cotoneaster variety	.	☒	.	.	.	☒	☒	.
<i>Gaultheria shallon</i>	Salal	.	☒	☒	☒	☒	☒	☒	.
<i>Ilex crenata</i>	Japanese Holly	.	☒	.	.	.	.	.	.
<i>Kalmia latifolia</i>	Mountain Laurel	.	☒	.	.	.	.	.	.
<i>Ligustrum japonicum</i>	Japanese Privet	.	☒	.	.	.	.	.	.
<i>Myrica californica</i>	Pacific Wax Myrtle	.	☒	☒	☒	☒	☒	☒	.
<i>Umbellularia californica</i>	California Bay Laurel	☒	☒	.	.	.	☒	☒	☒
<i>Osmarea x burkwoodii</i>	Burkwood Osmarea	.	☒	.	.	.	☒	.	.
<i>Osmanthus delavayi</i>	Delavay Osmanthus	.	☒	.	.	.	☒	☒	.
<i>Photinia frazeri</i>	Japanese Photinia	.	☒	.	.	.	☒	☒	.
<i>Pieris floribunda</i>	Mountain Pieris	.	☒	.	.	.	.	☒	.
<i>Pieris japonica</i>	Japanese Pieris	.	☒	.	.	.	.	☒	.
<i>Prunus lusitanica</i>	Portuguese Laurel	.	☒	.	.	.	☒	.	.
<i>Pinus mugo</i>	Mugho Pine	.	☒	.	.	.	☒	☒	.
<i>Rhododendron spp./ hybrids</i>	Rhododendrons / Azaleas	.	☒	☒	.	☒	.	☒	.
<i>Vaccinium ovatum</i>	Evergreen Huckleberry	.	☒	☒	☒	☒	.	☒	.
<i>Viburnum sinus species</i>	Laurustinus variety	.	☒	.	.	.	☒	☒	.

Groundcovers

	
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	.	☒	☒	.	☒	☒	☒	.
<i>Berberis nervosa</i>	Cascade Mahonia	.	☒	☒	.	☒	☒	.	.
<i>Calluna vulgaris</i>	Scotch Heather	.	☒	.	.	.	.	☒	.
<i>Ceanothus gloriosus</i>	Point Reyes Ceanothus	.	☒	.	.	.	☒	☒	.
<i>Cotoneaster microphyllus 'Cochleatus'</i>	Rockspray Cotoneaster	.	☒	.	.	.	☒	☒	.
<i>Erica carnea</i>	Winter Heath	.	☒	.	.	.	.	☒	.

		Parking lot trees	Landscape buffer areas	Critical areas – Uplands	Critical areas – Wetlands/streams	Native species	Drought resistant	Shoreline	Trees near util. lines
<i>Erica x darleyensis</i>	Mediterranean Heather	.	✕	.	.	.	.	.	.
<i>Euonymus fortunei</i>	Winter Creeper Euonymus	.	✕	.	.	.	.	✕	.
<i>Hypericum calycinum</i>	St Johnswart	.	✕	.	.	.	.	✕	.
<i>Ilex crenata varieties & cultivars</i>	Japanese Holly	.	✕	.	.	.	.	.	.
<i>Mahonia species</i>	Mahonia variety	.	✕	.	.	.	.	✕	.
<i>Pachysandra terminalis</i>	Japanese Spurge	.	✕	.	.	.	✕	.	.
<i>Sarcococca hookerana</i>	Sarcococca	.	✕	.	.	.	.	.	.

Revised by CFC - 2010

Additional Natives for the Landscape Matrix Community Forest

Large deciduous trees

<i>Cornus nutallii</i>	Pacific Dogwood	buf, n
<i>Quercus garryana</i>	Garry Oak	buf, n, drt

Small deciduous trees

<i>Prunus emerginata</i>	Bitter Cherry	buf, n, drt, shr, utl
--------------------------	---------------	-----------------------

Deciduous shrubs

<i>Menziesia ferrugina</i>	False azalea	buf, w, n
<i>Omeleria cerasiformis</i>	Indian Plum	buf, w, n
<i>Oplopanax horridum</i>	Devils Club	buf, w, n
<i>Sorbus sitchensis</i>	Sitka Mountain Ash	buf, up, n, drt
<i>Spiraea douglasii</i>	Hardhack Spiraea	buf, w, n
<i>Viburnum edule</i>	Highbush Cranberry	buf, up, n, shr

Evergreen shrubs

<i>Polystichum munitum</i>	Sword Fern	buf, up, n, drt
<i>Rhododendron macrophyllum</i>	Pacific Rhododendron	buf, up, n, shr

Groundcover

<i>Blechnum spicant</i>	Deer fern	buf, w, n
<i>Gaultheria ovatifolia</i>	Tea Berry	buf, w, n, shr

buf-buffer, **up**-uplands, **w**-wetlands, **n**-native, **drt**-drought, **shr**-shoreline, **utl**-utility

From: Deborah Rudnick <debrudnick@gmail.com>
Sent: Thursday, December 17, 2020 7:24 PM
To: PCD <PCD@bainbridgewa.gov>
Cc: Jon Quitslund <jon.quitslund@cobicommittee.email>
Subject: Comments on revisions to tree ordinance

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Greetings! I attended the planning commission public hearing on the tree ordinance language tonight but was unable to get my sound to work properly, so I wanted to provide some written comments on Chapter 16.18, which is all I have had the time to step through in a methodical fashion at this point. I will try to excerpt the section and relevant text to be specific about my comments as follows:

16.18.020 findings:

E. The community forest resources of the island are best understood as a mosaic, with some large and many small pieces, on publicly owned and private properties. When clearing for development further fragments the mosaic, both individual and community interests are affected

-It is unclear to me what is meant in this statement by "individual and community interests are affected." What community and individuals are being referred to? People? I could see how we might be concerned about effects on people in terms of the ecological services they are being provided by the forest, but isn't fragmentation also a concern for the vegetation itself and for the wildlife that live in it?

16.18.025 Purposes

"G. To allow limited tree and vegetation removal to provide for solar access, agriculture and gardens."

-Given the potentially substantial impacts to forest canopy to allow for solar access, I would like to see some more discussion in this document regarding the guidance around tree removal for solar access- but I'm not currently finding any.

16.18.040: *"Pruning should comply with ANSI A300 (Part 1 – 2017), Tree, Shrub and Other Woody Plant Management – Standard Practices, to maintain long term health.* "Is it possible to provide a hyperlink to this document or some instruction on how to find it?"

Speaking of hyperlinks, it looks like this chapter has several hyperlinks to other parts of BIMC, but they aren't acting like live links? That may simply be because of the version that was posted, but I wanted to check on that.

16.18.050

16.18.050-1: Likelihood Matrix and table 2: I have tried, but truly, I do not understand these risk matrices nor how they are supposed to be employed. Could there be text added that describes how these tables are supposed to be used?

Are there supporting reasons or information that dictate why in sections H, I and J, 30 and 40 tree units per acre are considered the minimum number to be retained? On what are those numbers based?

16.18.100 Mitigation and Restoration

Performance standards: *1. Historic structural and functional values Vegetation types, size, distribution and habitat functions shall be restored, including water quality and habitat functions including stormwater infiltration; 2. Historic soil types and configuration organic matter and infiltration rate shall be replicated; 3. The disturbed area shall be replanted with vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities. The historic environmental functions and values should be replicated at the location of the alteration;*

What are the metrics to be used to identify these performance standards? For instance, does an applicant need to sample organic matter at the site prior to and following restoration to demonstrate improvement? Do they need to sample infiltration rates? What constitutes "vegetation historically found on the site in species types, sizes and

densities- and would you therefore require photographic or other confirmation of what those historic conditions were? Its very hard to understand how these standards would be addressed. I would encourage thinking about what is logistically and actually feasible and what it is you are asking to be measured to satisfy these standards.

The definition of invasive/exotic species in Chapter 16.18:

“Invasive/exotic species” means opportunistic plant species (either native or non-native) that colonize disturbed ecosystems and may come to dominate the plant community in ways that are seen by us as reducing the values provided by the previous plant community” for multiple reasons:

- There is research that supports that disturbed ecosystems are more susceptible to invasive species, but invasive species may absolutely colonize intact ecosystems, and I therefore would remove that modifier
- Many plant species are fundamentally opportunistic, so that term does not convey useful information about invasives
- Rather than using “values” of the plant community, which is kind of obtuse, could I suggest a word like “function”, which is perhaps more relevant to the ecology of the community

A suggested alternative definition for invasive species:

Invasive plant species are those species that are accidentally or intentionally introduced into a functioning plant community and have the ability to outcompete other species in the invaded community. Invasive plants may alter or reduce the ecological functions provided by the extant plant community if they are not controlled or eradicated.

Thank you for the opportunity to provide comments on these important materials.

Sincerely,

Deb Rudnick

From: Nick Snyder <nsnyder@bainbridgewa.gov>
Sent: Monday, December 21, 2020 11:59:58 AM
To: Deborah Rudnick <debrudnick@gmail.com>; PCD <PCD@bainbridgewa.gov>; Ashley Mathews <ashley.mathews@cobicommittee.email>; Christy Carr <ccarr@bainbridgewa.gov>; Joe Paar <joe.paar@cobicommittee.email>; Jon Quitslund <jon.quitslund@cobicommittee.email>; Kimberly McCormick Osmond <Kimberly.McCormick.Osmond@cobicommittee.email>; Lisa Macchio <lisa.macchio@cobicommittee.email>; Sarah Blossom <Sarah.Blossom@cobicommittee.email>; William Chester <william.chester@cobicommittee.email>; Heather Wright <hwright@bainbridgewa.gov>
Subject: RE:(Planning Commission) Comments on revisions to tree ordinance

Good morning Deb,

Please find my responses to your comments below in red.

Greetings! I attended the planning commission public hearing on the tree ordinance language tonight but was unable to get my sound to work properly, so I wanted to provide some written comments on Chapter 16.18, which is all I have had the time to step through in a methodical fashion at this point. I will try to excerpt the section and relevant text to be specific about my comments as follows:

16.18.020 findings:

E. The community forest resources of the island are best understood as a mosaic, with some large and many small pieces, on publicly owned and private properties. When clearing for development further fragments the mosaic, both individual and community interests are affected

-It is unclear to me what is meant in this statement by "individual and community interests are affected." What community and individuals are being referred to? People? I could see how we might be concerned about effects on people in terms of the ecological services they are being provided by the forest, but isn't fragmentation also a concern for the vegetation itself and for the wildlife that live in it?

My reading is that individuals and the wider human community have a vested interest in a functioning ecosystem and this should be held in mind when looking at permitted actions under this chapter, but also that individual desires to cut down a bunch of trees should be able to be weighed against any negative community impacts. I think fragmentation does have ecological impacts but I think that is addressed in the paragraph immediately above this one in the code:

D. Removal of trees and understory vegetation, combined with extensive disturbance of soils, cause loss of habitat and wildlife, runoff and soil erosion, degradation of surface water and aquifer recharge, and adverse impacts on air quality, as well as loss of aesthetic appeal.

16.18.025 Purposes

"G. To allow limited tree and vegetation removal to provide for solar access, agriculture and gardens."

-Given the potentially substantial impacts to forest canopy to allow for solar access, I would like to see some more discussion in this document regarding the guidance around tree removal for solar access- but I'm not currently finding any.

I believe that providing flexibility for solar access is an important inclusion in our tree and vegetation code. The language is clear that the activity should be "limited" and this kind of activity would also be subject to our clearing regulations and stormwater regulations that require additional planning, potential replanting, and potential ARPA dedication, depending on the scale of work. This provision allows the city to approve reasonable requests for tree removal to serve green energy capabilities and for people to provide enjoyable and productive outdoor spaces on their properties. There are other built in limits in this chapter (16.18) and others (15.19, and 16.20 specifically) which prevent large scale deforestation without in kind mitigation.

16.18.040: "Pruning should comply with ANSI A300 (Part 1 – 2017), Tree, Shrub and Other Woody Plant Management – Standard Practices, to maintain long term health. "Is it possible to provide a hyperlink to this document or some instruction on how to find it?

It is available online but behind a pay wall. The city does provide copies at city hall for viewing and photocopies and we do have limited copies to share as well. I realize this isn't ideal during covid, I will inquire about providing a copy of the manual on the city website. This manual is the industry standard for tree care and is usually published by the Tree Care Industry Association (TCIA). The next step in the Landmark tree Work plan (which this update is a part of) is to increase and improve public outreach and education about tree regulations so hopefully this can dovetail with the education effort.

Speaking of hyperlinks, it looks like this chapter has several hyperlinks to other parts of BIMC, but they aren't acting like live links? That may simply be because of the version that was posted, but I wanted to check on that.

We Will connect the broken links

16.18.050-1: Likelihood Matrix and table 2: I have tried, but truly, I do not understand these risk matrices nor how they are supposed to be employed. Could there be text added that describes how these tables are supposed to be used?

This table will only be used by ISA certified TRAQ arborists, I will add some bolding and box shading to attempt to improve readability. The table does contain Arborist jargon but it will only ever be applicable to ISA TRAQ arborists who produce reports for tree removal permits. I think there is a reasonable expectation to be able to decipher the code and I will see what we can do with formatting to improve its digestibility.

Are there supporting reasons or information that dictate why in sections H, I and J, 30 and 40 tree units per acre are considered the minimum number to be retained? On what are those numbers based?

These are all existing standards in Chapter 18.15, that are being incorporated for consistency with tree retention requirements and so that all permitting requirements are listed in one location.

16.18.100 Mitigation and Restoration

Performance standards: *1. Historic structural and functional values Vegetation types, size, distribution and habitat functions shall be restored, including water quality and habitat functions including stormwater infiltration; 2. Historic soil types and configuration organic matter and infiltration rate shall be replicated; 3. The disturbed area shall be replanted with vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities. The historic environmental functions and values should be replicated at the location of the alteration;*

After the proposed changes this language will read:

A. For alterations to or removal of significant trees or vegetation that require a permit under this chapter, the following minimum performance standards for mitigation shall be met when replanting or other mitigation is required; provided, that if the applicant can demonstrate that greater functions or values can be obtained through the application of different standards, these standards may be modified:

1. Vegetation types, size, distribution and habitat functions shall be restored, including stormwater infiltration;
2. Historic soil organic matter and infiltration rate shall be replicated;
- 3 The historic environmental functions and values should be replicated at the location of the alteration;
4. Any applicable tree retention or replanting requirements shall be met through restoration of disturbed areas when possible.

B. Information demonstrating compliance with the requirements of this section shall be submitted to the director. (Ord. 2018-19 § 1 (Exh. A), 2018)

What are the metrics to be used to identify these performance standards? For instance, does an applicant need to sample organic matter at the site prior to and following restoration to demonstrate improvement? In item B you see that the applicant is required to demonstrate compliance, so yes they may choose to do soil sampling or they may choose to argue that those properties have not been altered or they may choose to do an analysis of historic soil types and profiles. There are a multitude of ways that an applicant might show compliance here, which I think reflects the amorphous nature of restoration work since it is fairly site specific in what sorts of approaches will succeed.

Do they need to sample infiltration rates? See above

What constitutes “vegetation historically found on the site in species types, sizes and densities- and would you therefore require photographic or other confirmation of what those historic conditions were? This language is being struck in favor of the above wording , but you may still have some of the same questions. This will largely be taken to mean native forest multilayer plantings, but it may require a site visit and review of aerial, google street, or satellite photography by staff to determine what is expected on a site. again I think this provides for flexibility for site specific solutions that match site context.

Its very hard to understand how these standards would be addressed. I would encourage thinking about what is logistically and actually feasible and what it is you are asking to be measured to satisfy these standards. These standards will be applied

The definition of invasive/exotic species in Chapter 16.18:

“Invasive/exotic species” means opportunistic plant species (either native or non-native) that colonize disturbed ecosystems and may come to dominate the plant community in ways that are seen by us as reducing the values provided by the previous plant community”

for multiple reasons:

- There is research that supports that disturbed ecosystems are more susceptible to invasive species, but invasive species may absolutely colonize intact ecosystems, and I therefore would remove that modifier True, but I do not think the current definition excludes anything that should be included as an invasive species
- Many plant species are fundamentally opportunistic, so that term does not convey useful information about invasives Again true, but I don't think this excludes anything that needs inclusion as invasive
- Rather than using “values” of the plant community, which is kind of obtuse, could I suggest a word like “function”, which is perhaps more relevant to the ecology of the community I sort of imagine that ecosystem functions, as important as they are, are actually a subset of the value of land. I think that aesthetic, cultural, and economic value are also impacted by invasive vegetation.

A suggested alternative definition for invasive species:

Invasive plant species are those species that are accidentally or intentionally introduced into a functioning plant community and have the ability to outcompete other species in the invaded community. Invasive plants may alter or reduce the ecological functions provided by the extant plant community if they are not controlled or eradicated. If our current definition isn't functioning I am definitely in favor of updating it.

Thank you for the opportunity to provide comments on these important materials.

Sincerely,

Deb Rudnick

Thank you for your excellent comments Deb, I appreciate the time thinking about this issue as it certainly impacts all of us.



CITY OF
BAINBRIDGE ISLAND

Planning Commission Special Meeting December 17, 2020

Meeting Minutes

1) **CALL TO ORDER/ROLL CALL/CONFLICT DISCLOSURE**

Chair William Chester called the meeting to order at 6:00 PM. Planning Commissioners in attendance were Vice-chair Kimberly McCormick Osmond, Jon Quitslund, Joe Paar, Sarah Blossom and Ashley Mathews. Lisa Macchio was absent and excused. City Staff present were Planning & Community Development Director Heather Wright, Senior Planner Jennifer Sutton, City Arborist Nick Snyder, and Administrative Specialist Jane Rasely who monitored recording and prepared minutes.

The agenda was reviewed. Commissioner Blossom disclosed that she had a financial interest in property in Lynwood Center in the event neighborhood centers were brought up in the Multifamily Property Tax Exemption discussion.

2) **PUBLIC COMMENT**

None.

3) **PUBLIC HEARING**

3.a **Public Hearing on Draft Ordinance 2020-28: Updates and Revisions to Tree and Vegetation Regulations**

Cover Page

ORD. 2020-28 Staff Memo

Ordinance No. 2020-28 DRAFT 12112020.docx

ORD 2020-28 Exhibit A-Chapter 16.18 BIMC (Tree Removal, Forest Stewardship, and Vegetation Maintenance) DRAFT 12112020.docx

ORD 2020-28 Exhibit B-Chapter 16.32 BIMC (Protection of Landmark Trees) DRAFT 12112020.docx

ORD 2020-28 Exhibit C-Section 18.15.010 BIMC (Landscaping, screening, and tree retention, protection and replacement) DRAFT 12112020.docx

ORD 2020-28 Exhibit D-Section 16.20.100 BIMC (Aquifer Recharge Areas) DRAFT 12112020.docx

ORD 2020-28 Exhibit E-Community Forest Best Management Practices Manual DRAFT 12112020.docx

City Arborist Nick Snyder provided an overview of the ordinance and the process it had been through.

The public hearing was opened at 6:14 PM

There was not any public comment.

The public hearing was closed at 6:17 PM.

See attached recorded motion.

4) UNFINISHED BUSINESS

4.a Joint Land Use Subcommittee, Miscellaneous Code Revisions, Phase 2 Changes to the Pre-application Process

Cover Page

Major Site Plan Land Use Review Process 11.12.2020

REVISED Major Site Plan Land Use Review Process Staff Comments Incorporated 20201209

Commissioner Quitslund spoke about the review process and the Design Review Board's part.

5) NEW BUSINESS

5.a Process for Adopting a Multifamily Property Tax Exemption

Cover Page

20201210 Quitslund MFTE memo to PC.docx

Background Multifamily Tax Exemption PSRC

6) SUBCOMMITTEE UPDATES

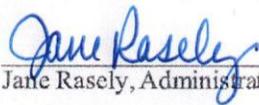
Vice-chair McCormick Osmond stated she would be stepping down from the Joint Land Use Subcommittee and wanted everyone to be thinking about time interest and time commitment to that committee as well as the Affordable Housing Subcommittee.

7) PLANNING DIRECTOR'S REPORT

Director Heather Wright provided a look back over 2020 as well as a look forward to 2021.

8) ADJOURNMENT

Meeting was adjourned at 8:24 PM.



Jane Rasely, Administrative Specialist



Kimberly McCormick Osmond, Chair



PLANNING COMMISSION RECORDED MOTION

Planning Commission Meeting Date:	December 17, 2020
Ordinance:	2020-28 Updates and Revisions to Tree and Vegetation Regulations
Decision Maker:	City Council

Planning Commission Role and Responsibility: Pursuant to [BIMC 2.16.180](#), Planning commission review and recommendation is required for amendments to BIMC Chapter 2.16, and BIMC Titles [16](#), [17](#), and [18](#), area-wide rezones initiated by the city, or area-wide rezones associated with a privately initiated amendment to the comprehensive plan.

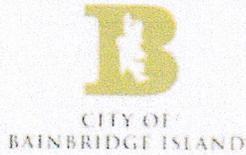
Planning Commission Action:

1. In making a recommendation, the planning commission shall consider applicable decision criteria of this chapter, all applicable law, the comprehensive plan, public comment, and any necessary documents and approvals.
2. The planning commission shall issue a written recommendation that contains (a) a statement recommending that the proposed amendment be approved, approved as amended, or denied, and (b) a statement of facts upon which the recommendation is based and the conclusions derived from those facts.
3. The planning commission's written recommendation and other documents upon which its decision is based shall be immediately transmitted to the city council and department director.

Findings of Fact and Reasons for Action

The policies presented in this chapter rest on an assumption that in, the care of trees and vegetation on their property, citizens will be guided by common sense and best practices, responsive to the purposes stated in BIMC 16.18.025. Sanctions shall be applied to activities that are found by the planning director to be reckless and destructive, and to any action or negligence that adversely affects a neighboring property, pursuant to the provisions of BIMC 16.18.120 and other applicable provisions of the code.

This draft ordinance now represents the combined efforts of the Planning Commission, Bainbridge Island Fire Department, and city staff to collaborate and address issues identified with our current tree removal and vegetation management code. Its purpose is to provide needed updates to language, and revisions to procedures that will reflect current best practices for tree and vegetation management. The update also includes language that supports responsible wildfire mitigation and provides a pathway for wider forest stewardship planning. Additionally, the Community Forest Best Management Practices Manual is included for adoption to round out our tree protection and retention strategy



PLANNING COMMISSION RECORDED MOTION

Recommendation:

The Planning Commission recommends the City Council:

Approve the ordinance.

Approve the ordinance as amended.

Deny the ordinance.

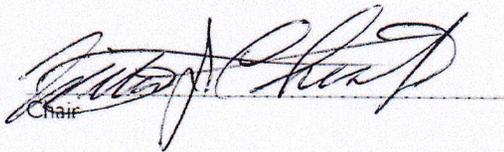
Recorded motion on Ordinance 2020-28:

I move to forward Ordinance 2020-28 to the City Council recommending approval of the ordinance subject to the changes discussed to incorporate language from the memorandum of December 11 describing the scope of changes to the municipal code in several chapters. The ordinance is understood to include Exhibits A through E as distributed and discussed in several meetings of the Planning Commission.
Quitslund/Paar

Planning Commission Record of Vote:

Commissioner	Support	Oppose	Absent	Abstain
Chester	X			
McCormick Osmond		X		
Quitslund	X			
Macchio			X	
Paar	X			
Blossom	X			
Mathews	X			
Total	5	1		

CITY OF BAINBRIDGE ISLAND PLANNING COMMISSION


Chair

Date: 12/18/20


Administrative Specialist, Planning and Community Development

Date: 12/18/20



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:05 PM) Proclamation Condemning Hate, Racism, and Intolerance against Asians and Pacific Islanders - Councilmember Deets,

SUMMARY: The City Council will consider a proclamation condemning hate, racism, and intolerance against Asians and Pacific Islanders. The proclamation follows a unanimous motion passed by Council on March 23, 2021. The proclamation includes spaces for signing for all seven Council members, three of whom have already signed. It also includes spaces for signing in support of the proclamation by the nine members of the Race Equity Advisory Committee, who all signed the document during the noticed April 17th Candlelight Vigil.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to approve the proclamation condemning hate, racism, and intolerance against Asians and Pacific Islanders.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Proclamation Condemning Hate Racism Intolerance Against AAPI People - Final Partially Signed.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the City Council of Bainbridge Island, Washington condemning hate, racism and intolerance against Asians and Pacific Islanders.

WHEREAS, Bainbridge Island has a long and rich history of people of Asian ethnicity as vital members of its community, acknowledged and brought to life by events such as the Indipino Festival and the Mochi Tsuki Festival; and

WHEREAS, racism and violence against Asians and Pacific Islanders is deeply ingrained in American history, inflamed by labor pressures, international conflicts, and economic issues, which has resulted in racist government actions; including the Chinese Exclusion Act of 1882, the first and only major federal legislation to single out a nationality, prohibiting Chinese laborers from entering the country, and Executive Order 9066, which in 1942 sent 225 men, women and children of Japanese ancestry from Bainbridge Island to a concentration camp; and

WHEREAS, these and other Government actions devastated communities, and helped form the putrescent ideology that has led to racist actions mushrooming across the country during the COVID-19 pandemic; and

WHEREAS, a 2020-2021 National Report released by Stop AAPI Hate revealed that there have been at least 3,795 hate incidents targeting the Asian and Pacific Islander community, including assaults, slashings, and death; and

WHEREAS, on March 16, 2021, eight people were killed in shootings in three Atlanta-area spas, six of whom were Asian women; and

WHEREAS, this violence and aggression is leaving a traumatic impact on Asians and Pacific Islanders in the country, that it is critical to acknowledge and condemn it; and

WHEREAS, on his sixth day in office, President Joseph R. Biden issued an Executive Memorandum committing the Federal Government to Condemn and Combat Racism, Xenophobia, and Intolerance Against Asian Americans and Pacific Islanders in the United States.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BAINBRIDGE ISLAND CITY COUNCIL:

- (1) Condemns hate, racism and intolerance against Asians and Pacific Islanders, and
- (2) affirms its commitment and resolve to make Bainbridge Island a safe and equitable place for all.

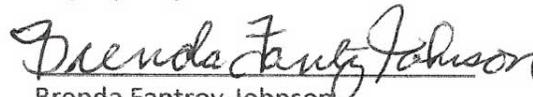
SIGNED this ____ of ____ 2021.

Rasham Nassar
Mayor & Councilmember



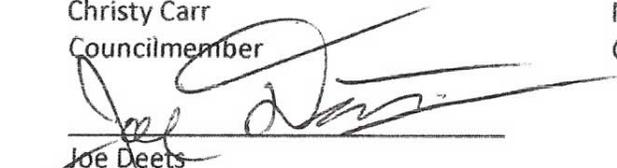
Leslie Schneider
Councilmember

Kirsten Hytopoulos
Deputy Mayor & Councilmember



Brenda Fantroy-Johnson
Councilmember

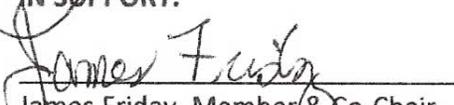
Christy Carr
Councilmember



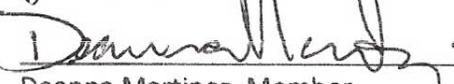
Joe Deets
Councilmember

Michael Pollock
Councilmember

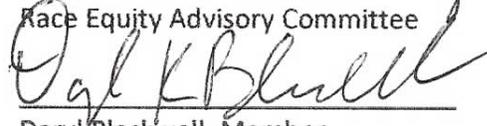
IN SUPPORT:



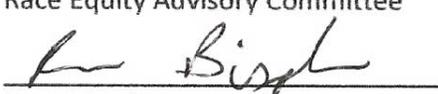
James Friday, Member & Co-Chair
Race Equity Advisory Committee



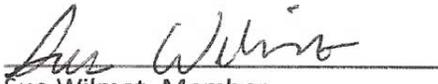
Deanna Martinez, Member
Race Equity Advisory Committee



Daryl Blackwell, Member
Race Equity Advisory Committee



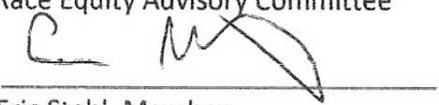
Renni Bispham, Member
Race Equity Advisory Committee



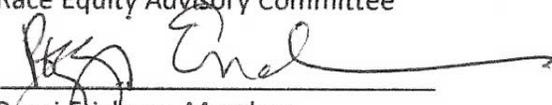
Sue Wilmot, Member
Race Equity Advisory Committee



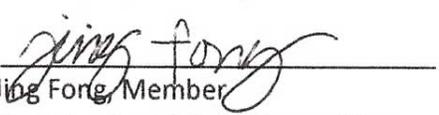
Savanna Rovelstad, Member & Co-Chair
Race Equity Advisory Committee



Eric Stahl, Member
Race Equity Advisory Committee



Peggi Erickson, Member
Race Equity Advisory Committee



Jing Forng, Member
Race Equity Advisory Committee



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:10 PM) Bainbridge Island Senior Community Center Renovation Project Professional Services Agreement for Architectural Design Services – Public Works,

SUMMARY: City Council to consider a Professional Services Agreement with Coates Design, Inc. in the amount of \$84,232 for architectural design services for the Bainbridge Island Community Center Renovation project.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to approve the Bainbridge Island Senior Community Center Renovation Project Professional Services Agreement for Architectural Design Services.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$84,232.00
Ongoing Cost:	N/A
One-Time Cost:	\$84,232.00
Included in Current Budget?	Yes

BACKGROUND: The Bainbridge Island Senior Community Center Renovation project includes a suite of repair and maintenance upgrades (heat pump and roof replacement, security and electrical upgrades, etc.), and renovations to improve efficiency and the use of space for community programs. The work will include retrofitting the east-wing for more a more communal layout, reconfiguring the entryway, and expanding the thrift store.

The City solicited requests for qualifications through the Municipal Research Services Center (MRSC) Consultant Roster and two proposals were received.

City staff, together with representatives from the BISSC Board of Directors, interviewed both firms, and Coates Design, Inc. was selected as the most qualified consultant to prepare the architectural design. A contract amount was negotiated with the consultant for an amount of \$84,232.00

ATTACHMENTS:

[Professional Services Agreement Coates 2021-04-19.docx](#)

FISCAL DETAILS: This project includes \$50K in City funds, and \$50K in donated funds (to be received prior to contract execution) from BISSC for the project design work. The balance of unspent City and BISSC funds (\$7,884.00 each), would be available for design-related contingency, or would be available to support the project construction.

Fund Name(s): Capital Construction Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Coates Design, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with the architectural design and construction management assistance for the Senior Community Center Renovation project; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2022, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of eighty-four thousand two hundred thirty-two dollars (\$84,232.00);

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that 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, and volunteers, the Consultant's liability, including the duty and cost to defend 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**:

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant: Coates Design, Inc.
900 Winslow Way E, #2
Bainbridge Island, WA 98110
Attention: Matthew Coates

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

COATES DESIGN, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Ellen Schroer, Interim City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

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, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B SCOPE OF SERVICES

Bainbridge Island Senior Center Renovations

Coates Design is pleased to present the following letter of proposal to provide professional architectural services for your project.

I. Project Description

The project is an interior remodel of the one-story wood frame building per the concept sketch provided in the City's RFQ. The building consists of an original house structure built in the 1950s and then subsequently added on to in 1993 and again in 2012. The proposed changes involve relocation of some interior walls to consolidate space and achieve a more flexible design for the current program. Improvements to infrastructure (mechanical, electrical, plumbing, fire alarm and fire suppression) will be selectively designed to fit the budget. Upgrades to the lighting and interior finishes are proposed through a majority of the spaces.

The design is to meet a construction budget of \$340,000 and bidding documents are to be available along with specification and cost estimate November 1, 2021.

II. Scope of Basic Services

The project phases are described below and include Design Phase with Permit Submittal, Document Phase, Bidding and Construction Phase Services.

A. Design Phase

1. Review of the Conceptual Sketch provided with the RFQ.
 - a. Meet with the stakeholders to review and update.
2. Confirm the budget: \$340,000 in the RFQ.
 - a. Reconcile the budget.
3. Schedule. Confirm bid docs completion 4th quarter of this year.
 - a. Bidding and construction expectations.
 - b. Review the proposed MEP design / bid process.
 - c. Confirm the requirements for bid (prevailing wage, State rules for public bid).
4. Additional goals for the project
 - a. Energy or sustainability goals.
 - b. Operational goals.
 - c. Phasing.
5. Documentation and discovery
 - a. As-built drawings. Construct CAD plan from available documents.
 - b. Walk the site with Engineers and measure the existing space. Confirm the infrastructure in the areas of work.
6. Collaboration on developing the design
 - a. Design team works up a collaborative solution with the stakeholders to the program.
 - b. The Concept Plan from the RFQ is the basis of design. Architect and Stakeholders will collaborate on adjusting the scope of the work to fit the budget. Any significant departure from the concept plan (i.e. wholesale changes or multiple design options) would be an Additional Service.
 - c. Present options to the client.
7. Permitting
 - a. COBI permitting process.
 - i. Discuss the project with Planning to confirm our process.

- ii. Preapplication submittal and meeting.
 - iii. Design Review Board concept meeting.
8. Design Development
- a. Further development of plans: floor plans, reflected ceiling plans, roof plans, phasing plans, demolition plans.
 - b. Interior Materials/Color Selection
 - c. Mechanical, electrical and plumbing services include one site visit, narratives, and performance specifications and schematic drawings indicating general scope of work for design build contractors.
 - d. Structural plans and sections.
 - e. Second round of Design Review Board if required.
 - f. Cost estimate and review package to Project Manager.

B. Document Phase

1. Design team produces bid docs, specifications.
 - a. Cover sheet, code compliance
 - b. Demo plan
 - c. Floor plans / roof plan
 - d. Reflected ceiling plans
 - e. Phasing plans
 - f. Interior details
 - g. Structural plans, notes, details
 - h. MEP performance specifications, drawings indicating general scope of work for design-build contractors.
2. Hardware schedule and specification.
3. Project specifications – either paste up or separate manual.
4. Finish schedule, door schedule.
5. Cost estimate on the complete package.
6. Submit for building permit
 - a. The local municipality reviews the required Documents submitted with the Permit Application.
 - b. A minimum of two rounds of Corrections responses to the municipality
 - c. Any redesign resulting from changes necessitated for code compliance, see additional services
 - d. Fireproofing details as necessary
 - e. Issuance of the necessary Permits for Construction

C. Bid

1. Assist with bidding process.

D. Construction

1. Assist with the Project Manager during construction.
2. Responses to Requests for Information.
3. Review submittals and shop drawings related to the construction documents.
4. Review of monthly Application for Payment.
5. Assist the Project Manager with closeout documentation. Punch list.

III. Exclusions

Services not included in this Scope include:

1. Site design plans or exterior civil design except for the chimney demolition and roof repair.
2. Redesign resulting from building authority requests which could not have been anticipated or from changed regulations during the project review Communication regarding easements with adjacent property owners

3. Community Outreach meetings and management beyond what is required by the Municipality's Entitlement Process.
 - a. This may include meeting with Neighborhood Groups and Neighbors and may be hosted at some convenient location to all parties.
 - b. Each meeting will include preparation and documents as well as administration of the meeting.
 - c. For each meeting, the fee will be approximately \$1,000.00 to \$3,000.00, depending on the amount of preparation and follow through required.
4. Potential appeal of the Permitting process, if required by the City.
5. Utility design and coordination.
6. Marketing Plans, including Renders.
7. Bid Coordination Services and Contract Negotiation, including but not limited to:
 - a. Area takeoffs
 - b. Substitution Requests
 - c. Requests for Additional Information
8. As-built Drawings.
9. Design work in phase after the completion of said phase, as requested by the client.
10. Design Changes After the Permit Submittal.
11. Design Changes During Construction.
12. Post construction follow up including but not limited to warranty issues, one year follow up.
13. Coordination with Owner's consultants to include but not limited to: envelope consultant, commissioning agent, interior designer, landscape architect.
14. Furnishings and equipment.

IV. Owner Responsibilities

It is our understanding that the Owner will provide full information where available. We will rely on the accuracy of any materials/documents/files submitted to us for use on your project.

V. Schedule

Schedule is attached. The Architect will deliver to the Client the deliverable package for each phase and the Client will have 5 business days to review and make comments. At the end of this review period for each phase, Architect will have 5 business days to execute changes per Client request and will deliver the final package. Any changes requested by Client subsequent to this review period at each phase will be executed by the Architect as an Additional Service.

VI. Compensation

Per City of Bainbridge contract all fees are a Not to Exceed basis, billed at hourly rates and invoiced monthly. Maximum Allowable Construction Cost is \$340,000

Design fee to completion of Construction Documents: \$54,024
 Includes architectural, structural, cost estimating. Mechanical, electrical, plumbing, fire suppression will be design / build.

Contractor Bidding: \$9,160
 Assistance during bidding to be provided on an hourly, as-needed basis at the discretion of the City's Project Manager. Design / build documents from the General Contractor's subs will be reviewed by the MEP engineers at an hourly rate.

Construction Administration: \$14,048
 Assistance during construction to be provided on an hourly, as needed basis at the discretion of the City's Project Manager.

Management Contingency:

\$7,000

Additional Services as requested in writing by the City’s Project Manager.

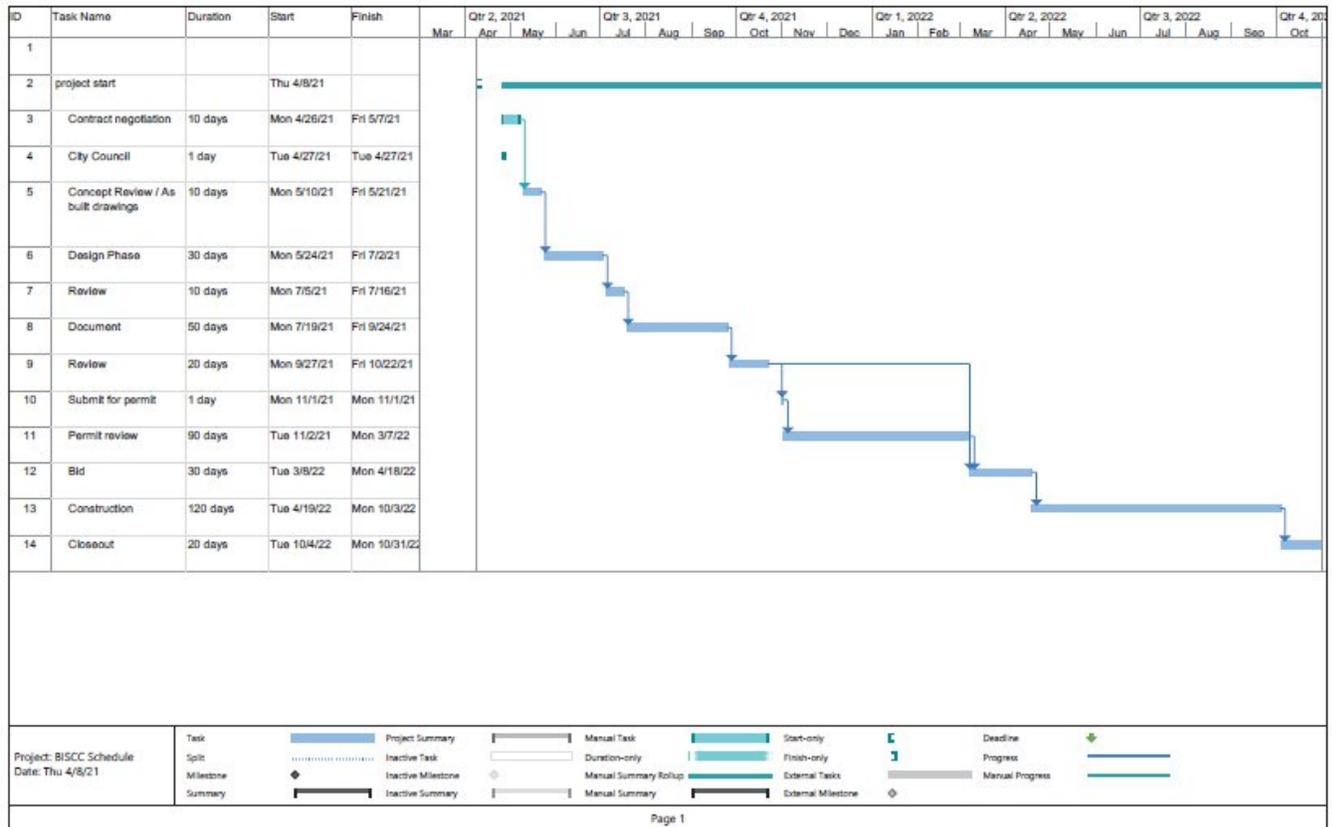
Total Contract Amount: \$84,232

Consultant’s Hourly Rates:

Principal Architect: \$180/hour
 Senior Architect: \$160/hour
 Project Manager/Interior Designer: \$120/hour
 Designer: \$100/hour
 Office Admin/Intern: \$ 80/hour

Travel time if any will be billed at 50%)
 Additional services, if requested, will be billed per the rate schedule.

Schedule:



See attached schedule



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:20 PM) Appointments to the Ethics Board - Mayor Nassar,

SUMMARY: A call for participation was issued for volunteers to serve on the Ethics Board. A series of interviews were conducted. Mayor Nassar recommends the appointments as shown in the suggested motions.

Pursuant to Subsection A.3.a. of Article V of the City's Ethics Program: "Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers."

Pursuant to Subsection A.3.b. of Article V of the Ethics Program, in part: "Nominations shall be presented at meetings of the City Council in which all seven Councilmembers are present, unless exceptional circumstances exist (e.g., a Council vacancy exists and has not yet been filled, or other good cause)."

AGENDA CATEGORY: Appointment

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to confirm the Mayor's appointment to the Ethics Board of Donna Davison to currently vacant Position 5 to complete an existing term expiring in June 2022.

I move to confirm the Mayor's appointment to the Ethics Board of Lisa Neal to currently vacant Position 6 to complete an existing term expiring in June 2022.

I move to confirm the Mayor's reappointment to the Ethics Board of David Mallon to Position 3 for a three year term expiring in June 2024 and that this term will be effective as of July 1, 2021.

I move to confirm the Mayor's appointment to the Ethics Board of Rosemary Hollinger to Position 4 for a three year term expiring in June 2024 and that this term will be effective as of July 1, 2021.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Bonker - Ethics Board \(Redacted\).pdf](#)

[Davison - Ethics Board \(Redacted\).pdf](#)

[Godwin - Ethics Board \(Redacted\).pdf](#)

[McFadden - Ethics Board \(Redacted\).pdf](#)

[Neal - Ethics Board \(Redacted\).pdf](#)

[Hollinger - Ethics Board \(Redacted\).pdf](#)

[Mallon - Ethics Board \(Redacted\).pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Roz Lassoff

From: noreply@civicplus.com
Sent: Monday, March 1, 2021 9:20 AM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Ethics Board Volunteer Application

Step 1

Ethics Board Volunteer Application Form

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Friday, March 19, 2021 at 4 pm. Applicants must be available in April for interviews.

Applicant Information

Name Don Bonker

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Retired

Current Position former U.S. Congressman

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Served as elected official (County Auditor, Congressman) for 22 years. Author of A Higher Calling - Faith and Politics in the Public Square. Theme: In public life, placing public interest and common good above self interest and political advantage. Book signing at Eagle Harbor Book Store, article in Bainbridge Review.
Please share your community interests (groups, committees, organizations) if any:	Not involved in local community groups. Served 10 years on the Columbia Gorge NSA Commission, presently on the Jane Weber Arboretum in Vancouver.
Do you have potential conflicts of interest? If so, please explain:	No conflicts
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

Email not displaying correctly?

FAITH, POLITICS AND PARTISANSHIP

Former congressman's memoir recounts pursuit of 'A Higher Calling'

BY LUCIANO MARANO
Kitsap News Group

Former congressman Don Bonker is looking back to look ahead. The Bainbridge Island resident's new memoir, "A Higher Calling," is a reflection on the man's own time in government, a demand for "moral leadership and decency" in Washington, D.C., and a challenge to the next generation of political leaders.

He will visit Eagle Harbor Book Company at 3 p.m. Sunday, Jan. 26 to discuss the book, his career, and the state of government today. The event is free and open to all; visit www.eagleharborbooks.com for more information.

Bonker, a Washington Democrat, served as a member of the U.S. House of Representatives from 1975 to 1989, representing Washington's 3rd Congressional district.

During his time in the House, Bonker was a senior member of the House Foreign Affairs Committee and chairman of the Subcommittee on International Economic Policy and Trade. He also served on the President's Export Council and headed former House Speaker Tip O'Neill's Trade Task Force, which led to passage of the 1988 Omnibus Trade Act. Also, he helped establish the Grays Harbor National Wildlife Refuge and the Mount Saint Helens National Volcanic Monument, added Protection Island to the National Wildlife Refuge system, preserved the Point of Arches in the Olympic National Park, added some 250,000 acres to the 1984 Washington Wilderness Act and banned the export of Western red cedar.

Recently, Bonker, 82, chatted with the Review about writing, the role of faith in public service, climate change, impeachment, and the upcoming election.

** This interview has been edited for length and clarity.*

BIR: Do you have an ideal reader in mind for this book? You mentioned it began as something through which your younger relatives and descendants could know you, but did that change as it grew in scope?

DB: It started as a memoir of sorts, a family legacy with great-grandchildren one day ask-

ing, "He was a congressman, what was that all about?" It took on more meaning as I dug through the stacks of files and news clips covering my 22 years in public service. Along the way plenty of serendipity that shaped my career, way beyond expectations at the outset yet with notable accomplishments that made writing this book more all the more gratifying.

BIR: You've said that the act of re-living one's past is revealing, but more than a memoir about yourself, the book ultimately became a call to action to be shared. What do you intend for readers take away from "A Higher Calling" and what action do you hope to inspire?

DB: The act of re-living one's past actually helped me to understand who I was and to solidify the ultimate golden question: Why am I here? That line of inquiry led me to a rather creative epiphany: It wasn't so much a memoir but a clarion call for others seeking moral leadership to restore trust and confidence in today's public square. Also, I began to realize how the national leaders I worked closely with had a profound effect on my personal and public life — it was their character, integrity, and how they put the best interest above their self interest.

BIR: A major topic in the book are the conflicts that often arose for you being a Democrat and openly a person of faith, specifically Christian. According to a 2016 National Geographic feature, more people than ever are identifying as atheist, agnostic or "otherwise nonreligious." What role should personal belief play in a public servant's performance of their duty in an increasingly secular world?

DB: Religion and politics are worthy of a good conversation, but to combine them can prove contentious. That's why our founding fathers wisely put the Separation Clause in the U. S. Constitution. To be both a Christian and Democrat put me in a quandary, for sure. My support base included some who were very skeptical, saying, "Is he part of the Moral Majority movement, does he embrace their social agenda?" On the flip side, the Evangelical Right seldom supports a Democrat, even if he or she has a deep personal faith.

It comes down to how we define who we are. It is either a set of principles, a moral compass that guides

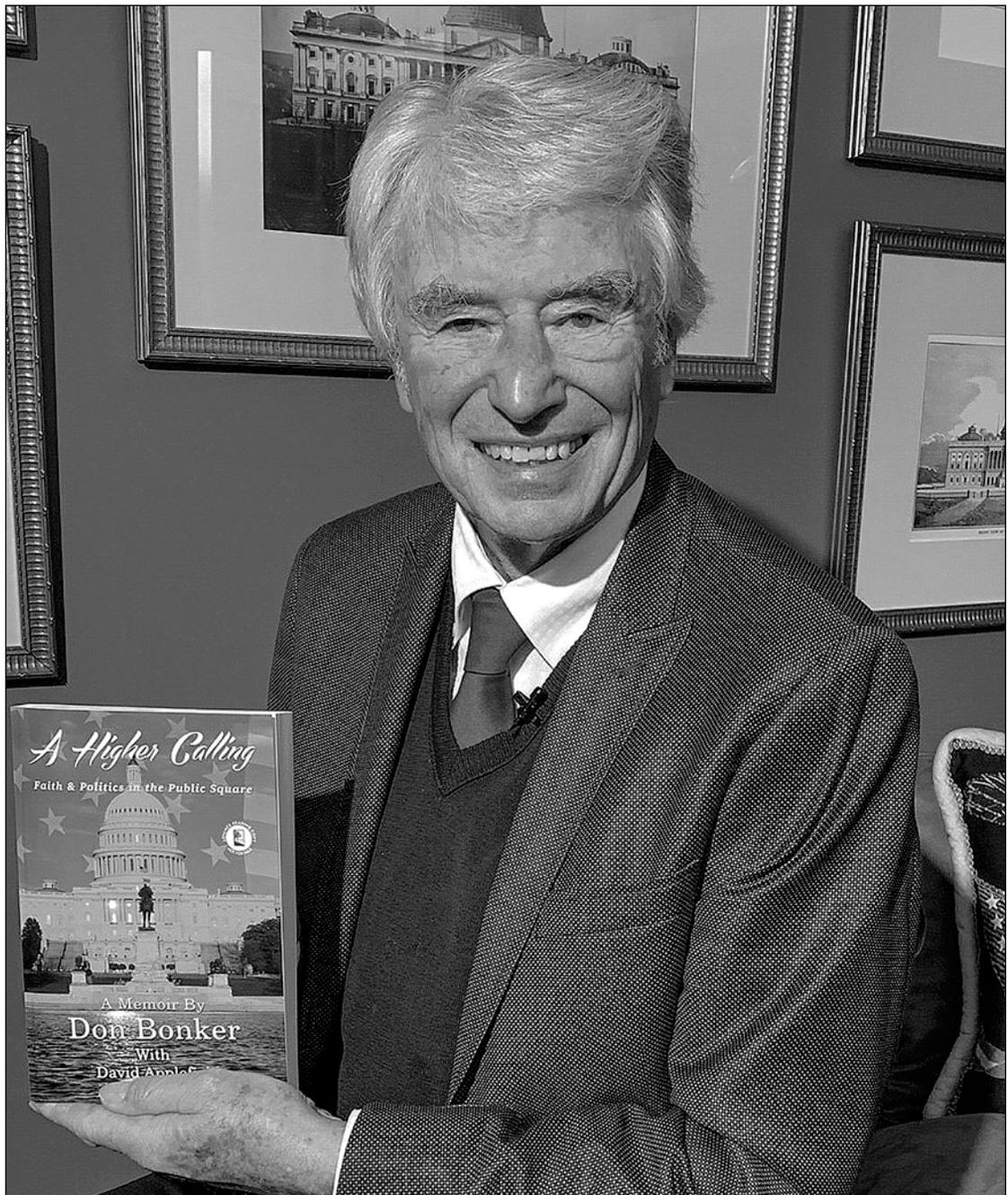


Photo courtesy of Don Bonker

Former congressman, and Bainbridge Island resident, Don Bonker will visit Eagle Harbor Book Company at 3 p.m. Sunday, Jan. 26 to discuss his new memoir "A Higher Calling."

our actions, or it may be the powerful political forces that will shape who we are, how we are perceived and will be remembered. My book is revealing of how faith has made a big difference in both my personal life and public service.

BIR: I know you're especially proud of your work in the field of environmentalism, addressed most prominently in the book in the "Nature's Cathedral" section. What was it like compiling that part of your memoir even as the effects of climate change are being felt?

DB: I represented a district in Southwest Washington that had the state's most pristine national resources. It was also a time when the timber and lumber mills were vital to the area's economy. So protection [of] an area for future generations could also shut down mills and damage local economies. That was another dilemma for me. Yet I had to do what was right and took the lead on legislation to establish the Columbia Gorge National

Scenic Act, the Mount Saint Helens Volcanic Area, Protection Island, Grays Harbor National Wildlife Refuge, and more.

I led the effort in the on the House side but the true hero was Dan Evans, former governor and senator. His Republican base, as well as the Senate and White House leadership, were skeptical and generally opposed, but Sen. Evans made it happen. It was evidence of how bipartisanship and doing what's right can make the difference, get things accomplished.

BIR: You talk expressly in the book about the corrosion of political discourse in America, saying that in "my 14 years in Congress, I witnessed first-hand the civility and trust among the leadership of both political parties that trickled down to the committee rooms and in the House Chamber that led to notable accomplishments." From the vantage point of 2020, that sounds like pure fantasy. How do we get

back to some semblance of the Washington you remember?

DB: When I served in Congress in the mid-1970s–1980s, it was a different environment. Civility and trust were in evidence at the leadership level, both Republicans and Democrats, and trickled down to the committee rooms and was the norm in both the Senate and House. Regrettably, civility has been replaced by combativeness. Politics reigns over trust. The Senate and House chambers now have become a political battlefield. What makes it worse is the digital culture that's fueling the flow of false and misleading information, replacing the more traditional independent press that is devoted to facts and truthful reporting

Is this the new reality or do we return to how it was like when I served? It can only happen at the ballot box, electing new leaders who will rise to the high 409,

Roz Lassoff

From: noreply@civicplus.com
Sent: Sunday, March 14, 2021 5:51 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application

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Ethics Board Volunteer Application

Step 1

Ethics Board Volunteer Application Form

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Application Deadline – Friday, March 19, 2021 at 4 pm. Applicants must be available in April for interviews.

Applicant Information

Name Donna Davison

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Olympic Medical Center

Current Position Risk & Compliance Officer

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Not with COBI, Yet previously I was a member of the City of Port Angeles Planning Commission and the Clallam County Healthy Families Board.
Please share your qualifications for this appointment (skills, activities, training, education) if any?	<p>My career has been working for public entities; initially with the Clallam County Board of Commissioners, followed by the majority of years with a Public Hospital District. I am currently their Risk & Compliance Officer. In this role I oversee the compliance plan that covers such areas as business ethics, Code of Behavior, business relationships, and conflicts of interest. In my role I develop policies and provide staff education on federal and state regulations relating to my areas of responsibility. I am also the Public Records Officer and the HIPAA Privacy Officer. I have certification as a Professional in Healthcare Risk Management. I've attended trainings over the course of many years in these subjects to include those offered by the Municipal Research and Services Center (MRSC) for governmental agencies.</p> <p>In the past I played a lead role in the development and implementation of the hospital district's first ethics committee. While a good portion of the topics were related to bio-ethics for patient care, we also discussed business ethics.</p> <p>The Public Hospital District where I work has an elected Board of Commissioners. I have attended their meetings regularly for many years and maintain a good understanding of the role public officials perform for the municipality itself and in our communities. I have been in the background of that assisting with adherence to appropriate governmental practices.</p>
Please share your community interests (groups, committees, organizations) if any:	<p>In the past my commute out of the area has limited my opportunities for local involvement. Yet I love B.I. and stay up on city news, activities and events. My spouse is involved in the local arts community and we've volunteered with recycling efforts.</p> <p>Previously I was a member of the Exchange Club, a volunteer organization supporting civic and community service.</p>
Do you have potential conflicts of interest? If so, please explain:	None.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year

2021

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Roz Lassoff

From: noreply@civicplus.com
Sent: Wednesday, March 3, 2021 12:57 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application

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Ethics Board Volunteer Application

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Application Deadline – Friday, March 19, 2021 at 4 pm. Applicants must be available in April for interviews.

Applicant Information

Name Peter Godwin

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Enog, Inc.

Current Position Owner

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	City of Evanston, Illinois Board of Ethics
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I have served on the Board of Ethics for the City of Evanston for nearly a decade and ran for Mayor of Evanston during our time living in the City. I have been an attorney for nearly 30 years, having worked for law firms, in house with large and small private and public companies, and as a sole practitioner. I am licensed to practice in Georgia, Washington, D.C., and Illinois, and have applied for membership in the Washington State Bar. My legal training has and continues to include matters of ethics and professional responsibility. Every two years I must maintain current with Continuing Legal Education requirements, including at least 6 hours of Professional Responsibility Education. I have a great deal of experience dealing with administrative law matters and the municipal, state and federal level. My educational background: BA Economics and MA Social Science, University of Chicago 1989. JD with Specialization in International Legal Affairs, Cornell Law School, 1992. I'm more than happy to elaborate on any of these qualificaitons.
Please share your community interests (groups, committees, organizations) if any:	Since moving to Bainbridge last year, and despite the COVID pandemic, I have been making every effort to get to know the Island, its residents and local businesses. As a woodworker, I am very much interested in joining BARN (the Bainbridge Artisan Resource Network), although right now is not the best time to do so. As a family (spouse, Hilary, works in the School of Public Health at UW) and Jake (attends Bellevue College, remotely), we have been enjoying exploring the Island, which is fantastic -- we live near Battle Point Park and the Grand Forest. I hope that by joining the Board of Ethics I can learn more about local governance and contribute in any way I can.
Do you have potential conflicts of interest? If so, please explain:	I do not believe I have any potential conflicts of interest, no more than any resident would have.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

From: noreply@civicplus.com
Sent: Tuesday, March 9, 2021 1:48 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application

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Ethics Board Volunteer Application

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Application Deadline – Friday, March 19, 2021 at 4 pm. Applicants must be available in April for interviews.

Applicant Information

Name Elizabeth Tilghman McFadden

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer self employed

Current Position CFP, CDFA

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Memphis Collaborative Alliance, Financial Planning Association, Shady Grove Presbyterian Church
Please share your qualifications for this appointment (skills, activities, training, education) if any?	In my professional life, I have been a vocal voice for a uniform fiduciary standard of practice across the financial services industry (currently lacking). As a CFP (Certified Financial Planner), I am bound to this standard of care in both my personal and professional life. I also happen to be a family mediator, trained in alternative conflict resolution and mindful communication, skills that may be beneficial to the City and its various civic groups at large. Additionally, I hold a BA in psychology and I am a CDFA (Certified Divorce Financial Analyst). I have served on various committees, and as an elder, at our former community of faith (Shady Grove Presbyterian Church, Memphis, TN). I am a past board member of the Financial Planning Association of Greater Memphis, a past board member of the Memphis Collaborative Alliance, and a past member of the Financial Planning Association Government Relations Council.
Please share your community interests (groups, committees, organizations) if any:	Bainbridge Island Land Trust, Member of Kitsap Dispute Resolution Center, Member of Collaborative Professionals of Washington State, Member of King County Collaborative Law, former Member, Kitsap Community Foundation Investment Committee.
Do you have potential conflicts of interest? If so, please explain:	None that I'm aware of.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

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CIRRICULUM VITAE OF ELIZABETH TILGHMAN MCFADDEN, CFP®

CREDENTIALS

CERTIFIED FINANCIAL PLANNER™ Professional. Awarded in 2004 by the Certified Financial Planner™ Board of Standards. Requires approximately two years of post-baccalaureate study, 6000 professional work hours, a comprehensive two-day, 15-hour examination and 30 hours of continuing education bi-annually.

STATE OF TENNESSEE SUPREME COURT RULE 31 FAMILY MEDIATOR. Awarded in 2015 by the Tennessee State Supreme Court Alternate Dispute Resolution Commission. Requires (A) have a baccalaureate degree with ten years full time work experience in psychiatry, psychology, counseling, family mediation, social work, education, law, or accounting. Full time work experience shall be defined as 35 hours or more of work per week.

(B) be a Certified Public Accountant and have four years of full-time work experience in psychiatry, psychology, counseling, social work, education, law, or accounting. Full time work experience shall be defined as 35 hours or more of work per week.

(C) have a graduate degree and have four years of full-time work experience in psychiatry, psychology, counseling, social work, education, law, or accounting. Full time work experience shall be defined as 35 hours or more of work per week.

Complete and provide proof of attendance of 40 hours of training in family mediation which includes the curriculum components specified by the ADRC for Rule 31 Mediators in family cases and which also includes four hours of training in screening for and dealing with domestic violence in the mediation context; and complete and provide proof of attendance of six additional hours of training in Tennessee family law and court procedure.

CREDENTIALLED COLLABORATIVE PRACTICE FINANCIAL NEUTRAL (2009). Individuals must have attended 5 days of approved collaborative training and must complete not fewer than six continuing education hours per year.

FINRA LICENSED PROFESSIONAL. Series SIE, Series 7, Series 63, Series 65

LICENSED INSURANCE PRODUCER. State of Washington licenses held in Life, Health and Variable lines. 24 CE hours required bi-annually.

PROFESSIONAL EXPERIENCE

Elizabeth T. McFadden, CFP® Divorce Planning and Mediation, | Memphis, TN & Seattle, WA | 2009 – Present.

Divorce Planning, Collaborative Practice, Estate Administration, Financial Therapy and Family Mediation

Heritage Wealth Advisors, | Mercer Island, WA | 2019 – Present

Heritage Manages over \$2B AUM across the Pacific Northwest, California, Oregon and Arizona and serves over 500 HNW client accounts. We provide comprehensive financial planning and investment management advice to HNW individuals and families. I onboard new clients facilitating the financial planning process and am responsible for new business development. Lead financial planner and subject matter expert on divorce planning and working with women and/or families, including intergenerational wealth preservation strategies. I coordinate services with client's CPAs and estate and family law attorneys to reach holistic planning goals. I manage on-going relationship management & annual review process, ensuring clients are meeting their short- and long-term goals. Ensure planning and client service processes adhere to regulatory compliance standards.

Private Wealth Manager, Creative Planning, Inc. | Leawood, KS & Memphis, TN | 2012 – 2014

Creative Planning, named #1 on Barron's List of Independent RIAs, manages over \$50B AUM across all 50 states. Engaged new clients, delivered comprehensive financial planning services, developed investment allocations, recommendations and investment management implementation. Worked with in-house estate-planning attorneys to review estate plans and implement necessary updates and/or changes. Worked with in-house insurance advisors to implement insurance recommendations. Responsible for client investment portfolio performance review. Managed all aspects of the client relationship with the firm & was sole point of contact, service and support for clients. Represented the firm across the middle & eastern United States. Responsible for \$30M of new assets under management in first twelve months of practice. Worked closely with TD Ameritrade advisors to close business through their Advisor Direct Program.

Partner and Vice President, Lifetime Planning, Inc. | Memphis, TN | 2009-2010

Fee-only state-registered RIA. Responsibilities include: Both comprehensive and modular fee-only financial planning for high net-worth individuals and divorce planning clients, including new and existing client engagement, data-gathering, plan input and analysis, plan delivery, implementation and continual monitoring of changing client circumstances.

Director of Financial Planning, Kelman- Lazarov, Inc. | Memphis, TN | 2006-2009

Kelman-Lazarov manages over \$400M AUM to a niche market in Memphis. Responsibilities include: Working with new and existing investment clients to create both modular and comprehensive financial plans, including client interview and data-gathering, plan input, analysis, presentation and implementation. Worked with principals to develop investment policy statements, risk tolerance and coordination of asset-allocation with investment assets held away from Kelman-Lazarov. Responsibilities also included existing insurance review, coordination of insurance underwriting, estate-planning document review, divorce planning and financial planning software management.

Vice President and Financial Planner, First Horizon Bank | Memphis, TN | 2000-2005

First Horizon (First Tennessee Bank) provides banking, personal financial planning, wealth management and trust services. Responsibilities include client profiling, client data assessment, analysis of client's financial situation, including data gathering, developing a customized financial plan based on individual client circumstances, assessment of client's risk tolerance, coordination of broker, insurance and/or trust officer and client with appropriate execution for product specific implementation. Responsible for training of new

planners for field work, responsible for training of paraplanners with introduction of new software products and marketing and coordination training of retail banking staff.

Sales Assistant, Brookfield Capital Corporation | Memphis, TN | 1998- 2000

Sales assistant: Created and instituted operational plan for broker/dealer, aided in management of NASD compliance & supervisory procedures, oversight of back-office procedures and trade execution, and participated in marketing of private placements.

Weibel Huffman Keegan, Inc. | Memphis, TN | 1997-1998

Operations Assistant

EDUCATION

Rhodes College, Bachelor of Arts, Psychology, 1997.

Denver State Metropolitan College, Certificate in Financial Planning, 2002

Memphis Collaborative Alliance, Collaborative Law Training, 2009

Facilitative Divorce and Mediation, **Tennessee Rule 31 Mediation Training**, 2015

The University of Georgia and The Licensed Marriage and Family Therapist Association of Georgia, Complex Grief and Trauma in Families, 2018

The Institute of Certified Divorce Financial Analysts, CDFA Curriculum, 2021

MEMBERSHIPS

Certified Financial Planner™ Board of Standards

Financial Planning Association (National)

Financial Planning Association of Puget Sound

International Association of Collaborative Professionals

King County Collaborative Law

Kitsap Dispute Resolution Center

Collaborative Professionals of Washington State

The Institute of Divorce Financial Analysts™

PHILANTHROPIC

Kitsap Community Foundation, Investment Committee Member

The Seattle Times Money Makeover, Pro Bono Financial Planner

The University of Memphis Department of Psychology and The Neimeyer Grief and Loss Research Lab

Volunteer Speaker and Guest Series

Shelby County General Sessions Court, The Honorable Deborah Henderson, Memphis, TN, pro bono civil mediator

Junior Achievement, financial literacy volunteer, Memphis City Schools

International Association for Suicide Prevention, District Leader

HONORS

Rhodes College, 2010 Distinguished Alumnus Award Nominee

Roz Lassoff

From: noreply@civicplus.com
Sent: Friday, March 19, 2021 1:34 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application

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Ethics Board Volunteer Application

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Application Deadline – Friday, March 19, 2021 at 4 pm. Applicants must be available in April for interviews.

Applicant Information

Name Lisa Neal

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Self

Current Position Lawyer

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Island Center Subarea Planning Process Steering Committee, Salary Commission
Please share your qualifications for this appointment (skills, activities, training, education) if any?	<p>To the Mayor and any advisory reviewers -</p> <p>I am a lawyer, licensed to practice law since 1992 (Texas) and Washington (1996). I attended law school on a full Dean's Scholarship due to my high LSAT score. I graded onto the school's Law Review (top 10% of 1st year class), and graduated Order of Barons (top 15% of class). In law school, I was elected to the school's Honor Court as a judge. In my capacity as Honor Court judge, I participated in the prosecution of law students for alleged Honor Code violations, and wrote Findings of Fact and Conclusions concerning the cases, once decided. My interest in professional Ethics issues is lifelong, and includes my assisting my Ethics professor with the editing of his book on Ethics.</p> <p>I am no newcomer to this community, having lived on Bainbridge Island for more than 25 years. I have demonstrated my interest in the formation of the Ethics Program over the past several years, exchanging many communications with Councilmembers regarding proposed revisions. Specifically, I communicated with several Council members, with then-Mayor Medina, and with the Council during public comment to oppose revision of the Ethics Program to allow persons to serve on committees without disclosing financial conflicts. My specific example regarding that proposed change was that at least two members on the Island Center Subarea Planning Process Steering Committee are actively seeking expansion of the NC zoning to their properties, including selecting plans that potentially include their properties, without adequately disclosing their personal financial interests in that outcome. The referenced change was proposed by the former Ethics Board, which included Maradel Gale, who is also Chair of the Island Center Committee.</p> <p>While serving on the Island Center Committee as its Vice Chair from Nov 2017 to Aug 18, when I was removed, I repeatedly advocated to the Committee that they fully comply with the Ethics Program, and sought advice from the Council liaison and City Attorney regarding the Committee's repeated failures to adequately disclose interest conflicts. After my removal, changes were made to the disclosures made by the Committee</p>

members.

As I said, I actively opposed the proposed change to the Ethics Program that would have allowed persons to serve on committees without disclosing financial conflicts. Implementing that change would have reduced transparency while benefiting decisionmakers charged with implementing the public's will at Island Center, not to mention the impact on current/future citizen committees. While I do not know exactly why Council decided against the change, the change was not made, and the Island Center committee members who own property subject to upzone remain obligated to fully disclose their potential conflicts.

I have applied for a seat on the Ethics Board 3 times to date, and have been interviewed 3 times, but have never been appointed. I make application once again, this time bearing the personal recommendation of the outgoing Ethics Commission Chair, Jennifer Hodges, who said about my qualifications for her seat: ". . . I specifically recommended you to Mayor Schneider as the ideal candidate to fill my seat.", followed by, "[P]ersonally I feel you'd be a great asset to the Board and that you'd be a great fit for the team."

Thank you for your consideration.

Lisa

Please share your community interests (groups, committees, organizations) if any:

I am interested in governmental transparency, preservation of the quality of life on the Island, and preservation and improvement of the environment.

Do you have potential conflicts of interest? If so, please explain:

No.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year

2021

Email not displaying correctly?

From: Jennifer Hodges jen@[REDACTED]es.com
Subject: Intro- Lisa Neal, Tyler Weaver
Date: December 22, 2020 at 3:28 PM
To: Lisa Neal neal4law@gmail.com
Cc: was [REDACTED]ot@gmail.com



Hi Lisa,

Just circling back around to let you know that in conjunction with my recent resignation from the Ethics Board, I specifically recommended you to Mayor Schneider as the ideal candidate to fill my seat. She thanked me for the suggestion and told me the Council would likely take the matter up in mid January.

In the meantime, I'd like to introduce you to Tyler Weaver, who has been elected the new Chair. Tyler is a great guy and also an attorney - and I think you'd both really enjoy making each other's acquaintance and (hopefully) working together in the New Year.

Best of luck with your appointment! Personally I feel you'd be a great asset to the Board and that you'd be a great fit for the team, too. But even if it doesn't work out I hope we can stay in touch.

Best,

Jennifer Hodges

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Roz Lassoff

From: noreply@civicplus.com
Sent: Sunday, April 18, 2021 2:19 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application (Due: 4/21 at 4pm)

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Ethics Board Volunteer Application (Due: 4/21 at 4pm)

Step 1

Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.

Applicant Information

Name Rosemary Hollinger

Email

Daytime Phone

Address

City BAINBRIDGE ISLAND

State WA

Zip 98110

Current Employer	Rosemary Hollinger
Current Position	Owner, Career Coach, Faculty-Continuing Legal Education

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	No
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If yes, please indicate which group(s).	<i>Field not completed.</i>
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Please share your qualifications for this appointment (skills, activities, training, education) if any?	I am a graduate of Georgetown University Law Center. I worked for most, but not all, of my career for the US Commodity Futures Trading Commission. As the head of the Enforcement program in the Chicago Regional Office, I served as the Ethics Officer. In addition, in 2011, I wrote my Master's Thesis on comparative legal ethics. In addition, as a small business owner, I develop and teach professional responsibility classes mostly to attorneys over Zoom. I have also spoken at numerous conferences about consumer protection issues and I have done a lot of regulator training.
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Please share your community interests (groups, committees, organizations) if any:	I joined Rotary almost as soon as we moved here. I have been on the Covid Relief Committee. I also do other volunteer work, but on the national level.
---	--

Do you have potential conflicts of interest? If so, please explain:	None.
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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
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Type the Year	2021
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Rosemary Hollinger

EXPERIENCE

PARTNER UP LLC-2019-present

Owner

Founded company offering career and personal development coaching and professional skills coaching to lawyers and members of the legal profession.

Approved MCLE provider

Developed and delivered courses approved for MCLE including

Taking and Defending Online Depositions

Success Strategies for Women

Lawyers and ADHD

Communicating in the Intergenerational Courthouse

How to be More Inclusive

COMMODITY FUTURES TRADING COMMISSION- 1986-2019

Regional Administrator 2009-2019

Managed regional office with staff of 150 analysts, economists, auditors, lawyers and other professionals

Developed cooperative relationships with other agency heads in Central Region

Fostered a climate where the professional Divisions collaborated and shared scarce resources

Regional Ethics Officer

Developed in-house coaching program and participated as coach

Regional Counsel (Associate Director/Deputy Director) 2002-2019

Supervised Division of Enforcement staff of 25-38 attorneys, investigators, paralegals and support staff in Chicago Regional Office

Developed and taught at in-house training programs

Made presentations before government, industry and professional groups regarding regulation of commodity futures

Planned and directed teams engaged in complex investigations of potential violations of the Commodity Exchange Act

Litigation Manager 1997-2002

Lead litigation teams from units located in Washington, Los Angeles and Chicago

Served as lead counsel in complex cases

Trained new staff in trial and investigative techniques

Team Leader 1988-1997

Supervised trial team composed of 5-10 investigators and lawyers

Investigated and filed cases in federal district court and before CFTC administrative law judges

Drafted appeal briefs to the Commission

Developed in-house training programs
Trial Attorney 1986-1988
Investigated and prosecuted violations of the Commodity Exchange Act

DePaul University College of Law 1985-1998
Lecturer
Taught courses in Basic Trial Advocacy and Advanced Trial Advocacy
Developed and taught class in Complex Litigation

DePaul University School of Public Service 2012-2013
Adjunct Faculty-Capstone course in the Master Degree Program

National Institute for Trial Advocacy 1991-2019
Midwest Deposition Program
Faculty 1991-1996
Team Leader 1997-2008
National and Regional Trial Programs 2000-2008
In-house Trial and Deposition programs 2008-2014
Midwest Regional Trial Advocacy Program 2019-2020

EDUCATION

Loyola University of Chicago
A.B. (Honors Program) Magna Cum Laude
1975

Georgetown University Law Center
Washington, DC
Juris Doctor
1979

DePaul University
School of Public Service
M.S. International Public Service
With Distinction
2011

Associate Certified Coach-International Coach Federation (ICF) 2019
National Futures Association
Arbitrator 2019-
Hearing Committee 2019-2021

Roz Lassoff

From: noreply@civicplus.com
Sent: Monday, April 19, 2021 2:17 PM
To: CityAdmin
Subject: Online Form Submittal: Ethics Board Volunteer Application (Due: 4/21 at 4pm)

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Ethics Board Volunteer Application (Due: 4/21 at 4pm)

Step 1

Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.

Applicant Information

Name David Mallon

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer	Deloitte Consulting LLP
Current Position	Vice President
Experience & Qualifications	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Current Ethics Board member
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I have had the honor and privilege to be part of the Ethics Board for the current term. I have found the experience to be quite rewarding and have enjoyed working with my fellow board members. I think that I've been able to contribute meaningfully, bringing a practical voice to the dialogue informed by my career as a human capital consultant and researcher.
Please share your community interests (groups, committees, organizations) if any:	Avid cook and traveler (when possible). Parent to two BI kids (Odyssey and Sakai) who are active in local sports (BIFC, Island Aikido).
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

Email not displaying correctly? [View it in your browser.](#)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:30 PM) Ordinance Relating to Procedures for Processing Conduct Complaints Among City Councilmembers and Citizen Committee Members - Mayor Nassar,

SUMMARY: The City Council will discuss restorative justice procedures for responding to complaints concerning Councilmembers and committee members as described in the attached proposed draft ordinance.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Procedures for Processing Conduct Complaints Among City Councilmembers and Citizen Committee Members.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-AA

AN ORDINANCE of the city of Bainbridge Island, Washington, establishing procedures for processing conduct complaints among city councilmembers and citizen committee members.

WHEREAS, The city council of the city of Bainbridge Island endeavors to promote and maintain the highest standards of personal and professional conduct among city councilmembers and citizen committee members to promote the public good and preserve the public’s trust; and

WHEREAS, it is in the public interest for members of the city council and citizen committees to conduct themselves in a manner that demonstrates civility and respect for others; and

WHEREAS, it is in the public interest for members of the city council and citizen committees to hear the complaints and concerns of others members to achieve resolution of issues related to conduct and interpersonal conflict so that the council and committees can sustain a high degree of functionality while creating a culture of inclusivity that respects diverse viewpoints and minority opinion; and

WHEREAS, the quality of civic discourse in this country has become increasingly divisive, and it is in the public interest for the city council to set as an example the highest possible standard of civic leadership when it comes to resolving disagreements, differences of opinion and wrongdoings; and

WHEREAS, restorative justice is a theory of justice that emphasizes repairing the harm caused by wrongdoing or undesirable behavior and that it is best accomplished through cooperative processes that includes the accused, the accuser and other affected parties, and that this can lead to transformative changes in people, relationships and communities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. A process that embraces the principles of restorative justice is hereby established for councilmembers and citizen committee members to seek redress against other council or committee members when they believe rules of procedure or code of conduct violations have occurred.

Section 2. Applicability of these rules.

1. These rules shall apply to the city council and to all committees, boards, task forces and commissions (herein referred to as “committees”) whose members are confirmed or otherwise appointed or determined by the city council. This includes any future committees created by the council, whether by resolution, ordinance or an affirmative vote by council majority.

2. It is an obligation of all city councilmembers and committee members (herein referred to collectively as “members”) to seek resolution of complaints or grievances against other members by following the processes described in this chapter.
3. The public, inclusive of city staff, may bring forward complaints against members by: (1) following the provisions in the city’s Ethics Program or (2) finding a councilmember who will bring forward their complaint under the provisions of this chapter.

Section 3. Process for complaints among members for actions taken outside of a meeting.

1. Direct Communication. If a member alleges a code of conduct violation outside of a meeting of the body, inclusive of comments made during committee or council meetings of which the complaine is not a member, the complainer shall contact the offending party to arrange a phone call or in-person meeting in order to resolve the issue to mutual satisfaction.
2. Informal Mediation. If the complainer and complaine do not arrive at reconciliation or conclusion of the issue to mutual satisfaction through direct communication, the complainer and complaine shall arrange for a third member of the council or committee to act as neutral party to hear the complaint and the offending party’s response. Both parties must mutually agree upon the member to preside over mediation of the complaint.
 - A. Prior to mediation, the complainer must provide to the offending party in writing;
 - i. the specifics of the complaint (time, place, nature of the offense, etc.);
 - ii. the rule or code of conduct they believe may have been violated; and
 - iii. the suggested remedy.
 - B. The offending party must be given adequate time to prepare a response.
 - C. Allegations that are vague, ambiguous, or personal in nature are prohibited.
 - D. If agreement as to a remedy can be reached, the agreement shall be put in writing and signed by both parties.
3. Formal Mediation. If after informal mediation, the complainer perceives the issue to be unresolved, the complainer shall refer to the provisions of Article III of the Ethics Program, and may file a formal code of conduct complaint to the City Clerk. The complaint will be referred to the Ethics Board for a threshold determination and possible referral to the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve the complaint.
4. Trial. If after formal mediation, the complainer still perceives the issue to be unresolved, the complainer may ask the council to vote on the complaint to determine a finding of guilt or innocence. The council, by majority vote may agree to consider the matter at a future meeting. The council shall review the record created during the mediation process and shall not allow submission of additional records or testimony. A finding of guilty requires a supermajority vote of the council.
5. Restorative Justice. If the council makes a finding of guilty, the principles of restorative justice shall be administered to achieve resolution. This means the emphasis shall be placed on repairing the harm caused by the wrongdoing through a cooperative processes that

includes all stakeholders, in particular the accused and the accuser, with the objective of transforming people, relationships and communities. Specifically:

- A. Inclusion. all parties affected by the wrongdoing shall be included in the process, typically the complainer and the complaine, but it may include others, depending on the offense;
 - B. Encounter. The complainer and complaine must encounter each other, either through direct conversation or through writing with the understanding that the best way to determine how to repair the harm caused by the wrongdoing is to have the parties decide together;
 - C. Amends. The offender must make amends for the harm caused by the wrongdoing and facilitate a transformation in behavior. Such amends may include, but are not limited to, a verbal or written apology that can be either public or private, community service, completion of an appropriate course, or a commitment in writing to behavioral changes, with specific consequences agreed to if those behavioral changes do not occur,
 - D. Reintegration. To the maximum extent possible, both the offender and the complainer must be reintegrated as a member of their committee or council, so as to avoid isolation, shame or stigmatization, and so that both the offender and the complainer can become whole contributing members to their committee and to their community.
6. If the amends agreement includes removal of the offender from a committee if the reparative behavioral changes do not occur, the council shall be the final arbitrator of the decision to remove a member from a committee. Removal from a committee shall require a supermajority vote with all councilmembers present.

Section 4. Process for complaints among members for actions occurring during a meeting.

1. If a member alleges a code of conduct violation or breach of order during a meeting, the complaining member shall, without waiting to be recognized by the chair, call “point of order” and state the alleged breach and what rule or code violation may be occurring.
2. If the chair agrees with the point of order, the chair shall clearly state the breach of order or conduct, without naming the offender, and the offender must cease the offending action. If the chair disagrees with that the statement in question is a breach of order or conduct, the chair must clearly state why the statement in question is not a breach of the rules.
3. Any two members can appeal the chair’s ruling and can call for a vote and the majority may override the chair’s ruling. This question is undebatable and is put to an immediate vote.
4. The exception to the chair making a ruling is if the breach of order is alleged to be an ad hominin attack. In that case, the question as to whether a statement is an ad hominin attack is determined by the member who is being referred to or attacked, subject to override by unanimous consent of the other members present.
5. If the concern over the breach of order is not resolved to the complainer’s satisfaction during the meeting, the complainer shall follow the procedure described in Section 3.

Section 5. The rules in this Chapter may be waived or modified by unanimous consent of the council.

Section 6. “Robert’s Rules of Order”, latest edition, “Mastering Council Meetings- A Guidebook for Elected Officials and Local Governments”, latest edition, and the website restorativejustice.org shall be used to provide guidance towards application of this chapter.

Section 7. Definitions

“Ad Hominin Attack” is synonymous with personal attack and means a statement by a member concerning the character, motives, behavior or personal traits of another member that directly, indirectly or through innuendo impugns that member during a public meeting when a quorum of members are present. Directly speaking to or referring to another member in a critical or derogatory manner is an ad hominin attack. Ad hominen attacks are avoided through the use of depersonalized speech. This means avoiding the use of the word “you”, not referring to other members by name as much as possible, and in general discussing policies, not people.

“Citizen Committee” means a committee, board, commission or task force comprised of citizen volunteers whose member makeup is determined by the city council.

“Committee Member” means a member of a citizen committee, inclusive of commissions, boards, task forces and any other member of a committee whose members are appointed by the city council.

“Complainee” means a person who is the subject of a complaint

“Complainer” means a person who is making a complaint

“Councilmember” means a member of the city council

“Encountering” is one of four cornerstone of restorative justice and means that the victim and the offender encounter one another. This means that the encounter might be done directly in a meeting between the two (and perhaps others as well) with a facilitator assisting them. It can also be done indirectly through exchange of letters, videos and by messages delivered by a third party.

“Inclusion” is one of four cornerstones of restorative justice and means actively inviting all affected parties, especially the victim and the offender, to participate collaboratively in repairing the harm caused by the offense.

“Making Amends” is one of four cornerstone of restorative justice and means that the harm done by the wrongdoing must be repaired. This repair should be done by the persons responsible for the harm. There are four facets of amends: apology, changed behavior, restitution and generosity. Each element has potential for helping the victim to heal and the offender to become a productive part of the community, although usually more than one will be involved in a restorative outcome. It is the victim and offender who decide which ones are important and feasible in particular cases. That is why restorative encounters are important.

“Member” means a member of the city council or a citizen committee

“Offending Party” means a person who is the subject of a complaint.

“Reintegration” is one of four cornerstone of restorative justice. Wrongdoing can result in both the victim and offender experiencing stigmatization or isolation. Therefore, restorative justice places a high value on the reintegration of the victim and of the offender. The goal is to have them become whole, contributing members of their community or organization to which they belong.

“Restorative Justice” is a theory of justice that emphasizes repairing the harm caused by unwanted or illegal behavior. It is best accomplished through cooperative processes that include all stakeholders, in particular the accused and the accuser. This can lead to transformation of people, relationships and communities. Restorative justice views undesirable behavior as more than breaking the rules or the law – it also causes harm to people, relationships, and the community. So a just response must address those harms as well as the wrongdoing. If the parties are willing, the best way to do this is to help them meet to discuss those harms and how to about bring resolution. Other approaches are available if they are unable or unwilling to meet. Sometimes those meetings lead to transformational changes in their lives. Restorative justice has four foundational principles or cornerstones: “Inclusion” of all parties affected by the wrongdoing; “Encountering” the other side. The best way to determine how to repair the harm caused by the wrongdoing is to have the parties decide together; “Making Amends” for the harm caused by the wrongdoing and facilitating transformation in behavior; and “Reintegration” of the parties into their communities to avoid isolation, shame or stigmatization so that both victim and offender can become whole contributing members of their community.

“Supermajority” means five members of the city council.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 27, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:45 PM) City Advisory Group Selection Committees - Mayor Nassar,

SUMMARY: Council will discuss forming City Advisory Group selection committees.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: At the March 6, 2021 meeting, Council passed the following resolution relating to the advisory committee selection process:

MOTION: I move to direct the City Manager to prepare an ordinance to revise the Bainbridge Island Municipal Code to effectuate the following intended advisory committee appointment and confirmation process, to the extent allowed by state law: recommendations of appointments of members to City advisory committees shall be provided by a committee member selection panel composed of two or three Council members, including the Council liaison(s), with the chair from the subject advisory committee serving in an advisory role in the member selection process; the recommendations from the selection panel shall be forwarded to the City Council, and Council confirmation shall require a majority plus one vote of the entire membership of the Council; and for advisory committees in which state law requires appointment by the Mayor (e.g., Planning Commission), the selection panel shall first forward their recommendation to the Mayor, and if the Mayor consents with the panel's recommendation, the Mayor shall then forward the recommendation to the Council. Nassar/Carr: The motion carried 6 – 0.

Council will now discuss forming the selection committees for each City Advisory Group that is recruiting new members.

ATTACHMENTS:

[2021 Citizen Advisory Committees.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND ADVISORY COMMITTEES AND COMMISSIONS

Group	2021 Assignments	Selection Committee Members, if Needed
Climate Change Advisory Committee	Hytopoulos, Deets	
Cultural Funding Advisory Committee	Fantroy-Johnson (Chair), Schneider (Co-chair)	
Design Review Board	Schneider	
Environmental Technical Advisory Committee	Carr	
Historic Preservation Commission	Hytopoulos	
Human Services Funding Task Force	Schneider, Carr	
Island Center Subarea Plan Steering Committee	Pollock, Carr	
LEOFF 1 Disability Board – 2 Council members are members	TBD	
Lodging Tax Advisory Committee (2022 Awards)	Hytopoulos (Chair) Carr (Vice Chair)	
Planning Commission	Carr	
Public Art Committee	Fantroy-Johnson	
Utility Advisory Committee	Nassar	
Race Equity Advisory Committee	Nassar, Fantroy-Johnson	