



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**
 - 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 and 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. 10 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:15 PM**
4. **PUBLIC COMMENT**
 - 4.A **(6:20 PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
Instructions for Providing Public Comment at Remote Meetings.docx
5. **CITY MANAGER'S REPORT - 6:35 PM**
6. **CONSENT AGENDA**
 - 6.A **(6:40 PM) Agenda Bill for Consent Agenda, 5 Minutes**

- 6.B **Accounts Payable and Payroll,**
 Council Report 5-20-21 payroll.pdf
 AP Report to Council of Cash Disbursements 05-26-21.pdf

- 6.C **City Council Meeting Minutes**
 Special City Council Study Session Minutes, May 4, 2021.pdf
 Regular City Council Business Meeting Minutes, May 11, 2021.pdf

- 6.D **Amendment No. 3 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works,**

 Water Tank PSA Amendment No. 3.docx
 Water Tank PSA Amend #3 - Exhibit A.pdf
 Water Tank PSA_2017.pdf
 Water Tank PSA Amendment No. 1.pdf
 Water Tank PSA Amendment No. 2.pdf

- 6.E **Grinder Pump Replacement Contract Award - Public Works,**
 Bid Form.docx
 Small Works Contract for Grinder Pump Replacement.docx

- 6.F **Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment - Public Works, 5 Minutes**
 BID FORM.docx
 LPW_Contract_Dry Fire Sprinkler System.docx

- 6.G **Resolution 2021-09 relating to Multifamily Tax Exemption (MFTE) Designation Areas - Planning, 5 Minutes**
 Resolution No. 2021-09 Intent to Designate MFTE Eligible Areas
 Resolution No. 2021-09 Exhibits A and B

- 6.H **Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance, 5 Minutes**
 2021 1st QTR BUA Transmittal Memo.docx
 ORD 2021-15 2021 1st QTR Budget and CIP Amendments - Final.docx
 Ord 2021-15 Attachment A - Q1 Budget Amendments.pdf

- 6.I **Resolution No. 2021-08 Updating the Governance Manual - Executive, 5 Minutes**
 Resolution No. 2021-08 Updating the Governance Manual.docx

- 6.J **Ordinance No. 2021-16 Updating the City Advisory Board, Commission, Committee, and Task Force Member Appointment and Confirmation Process - Executive, 15 Minutes**
 Ordinance No. 2021-16.docx

- 6.K **Resolution No. 2021-10 Updating the Ethics Program relating to Board Appointments - Executive, 5 Minutes**
 Resolution No. 2021-10.docx

- 6.L **Kitsap Transit Letter of Support for North Base Heavy-Duty Maintenance Facility**
2021 Letter of Support Kitsap Transit HDMF.docx

7. FUTURE COUNCIL AGENDAS

- 7.A **(6:45 PM) Future Council Agendas, 10 Minutes**
May 26 Special Joint City Council and Ethics Board Meeting.pdf
June 1 City Council Study Session.pdf
June 8 City Council Regular Business Meeting.pdf
June 15 City Council Study Session.pdf
June 22 City Council Regular Business Meeting.pdf
2021 List of Proposed Future Council Topics for 05252021.docx

8. PRESENTATION(S)

- 8.A **(6:55 PM) Annual Proclamation Declaring June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month - Mayor Nassar, 5 Minutes**
LGBTQ Pride Month Proclamation 2021.docx
- 8.B **(7:00 PM) Proclamation Recognizing Memorial Day on May 31, 2021 - Mayor Nassar, 5 Minutes**
Proclamation Recognizing Memorial Day 2021.docx
- 8.C **(7:05 PM) COVID-19 Update - Community Based Test Site and Vaccine Distribution Efforts - Executive, 10 Minutes**
COVID Update to Council 05252021.pdf

9. UNFINISHED BUSINESS

- 9.A **(7:15 PM) Update on the Small Business Economic Recovery Grant program - Finance, 20 Minutes**
Slides for CC 05252021.pptx
Business Grant Status Memo 05252021 .docx
Resolution_No._2021-05_Establishing_Small_Business_Relief_Grant_Program - Final Approved 022321.pdf
Web_and_Applicant_Text_for_Bainbridge_Grant_Program_FinalKEDA.pdf

10. NEW BUSINESS

- 10.A **(7:35 PM) Schedule Public Hearing on Ordinance No. 2021-17 Extending the Landmark Tree Ordinance - Planning, 10 Minutes**
Ordinance No. 2021-17 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft.docx
Exhibit A - Work Plan
Exhibit B - Winslow Master Plan Study Area
Councilmember Carr Comments re Ordinance 2021-07
- 10.B **(7:45 PM) Council Consideration of Action on Ethics Board Complaint 2020-02 - Council, 10 Minutes**
Hearing Examiner Decision on Ethics Complaint No. 2020-02

11. COUNCIL DISCUSSION

- 11.A (7:55 PM) Consideration of Adding "No Parking" Signs on Miller Road - Councilmember Carr, 15 Minutes
[Miller_GF Parking Signs.pdf](#)

12. COMMITTEE REPORTS - 8:10 PM

13. FOR THE GOOD OF THE ORDER - 8:15 PM

14. ADJOURNMENT - 8:25 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: May 25, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (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 and 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: May 25, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:20 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

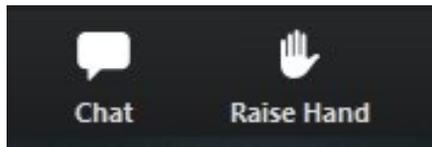
OFFICE OF THE CITY CLERK

SEPTEMBER, 2020

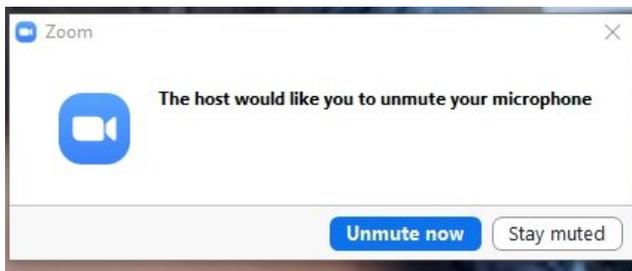
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions 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: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:40 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. Amendment No. 3 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report;
- E. Grinder Pump Replacement Contract Award;
- F. Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment;
- G. Resolution 2021-09 relating to Multifamily Tax Exemption (MFTE) Designation Areas;
- H. Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement Plan Amendments;
- I. Resolution No. 2021-08 Updating the Governance Manual;
- J. Ordinance No. 2021-16 Updating the City Advisory Board, Commission, Committee, and Task Force Member Appointment and Confirmation Process;
- K. Resolution No. 2021-10 Updating the Ethics Program relating to Board Appointments
- L. Kitsap Transit Letter of Support for North Base Heavy-Duty Maintenance Facility

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: May 25, 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 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Council Report 5-20-21 payroll.pdf](#)

[AP Report to Council of Cash Disbursements 05-26-21.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 5 - 20 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	5/20/2021	50993 - 51118	Regular check run (Direct Dep)	326,122.80
Normal	5/20/2021	109606	Regular check run (Paper Checks)	2,356.69
Vendor	5/20/2021	109607 - 109613	Vendor check run (Paper Checks)	127,703.72
EFTPS	5/20/2021	N/A	Federal Tax Electronic Transfer	121,712.40
			TOTAL:	577,895.61

Prepared and Reviewed by:  Date 5-19-21
 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.

 Date 5/19/21
 Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: May 10, 2021 - May 24, 2021

CITY COUNCIL: May 11, 2021 - May 25, 2021

Last check from previous run: 356297 dated 05/12/2021 issued to Zee Medical for \$396.68.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	5/17/21	436	ENG/Unconfined Solutions/GWMP development	8,559.00
Manual	5/12/21	356298	Bainbridge Disposal/Citywide disposal services - April 2021	2,623.30
Manual	5/12/21	356299	CenturyLink/Citywide telemetry - May 2021	1,254.46
Manual	5/12/21	356300	PW/Island Hands/Janitorial services - April 2021	22,078.09
Manual	5/12/21	356301	Puget Sound Energy/Citywide electricity - April 2021	36,794.11
Manual	5/12/21	356302	Verizon Wireless/Citywide cellular services	5,779.76
Manual	5/12/21	356303	US Bank/Credit card purchases - April 2021	30,069.82
Manual	5/19/21	356304	Bainbridge Disposal/Commons disposal services - April 2021	169.89
Manual	5/19/21	356305	CenturyLink/Additional citywide telemetry - May 2021	373.48
Manual	5/19/21	356306	PW,ENG/City of BI/Permit: PLN51849 PRE	820.00
Manual	5/19/21	356307	PW/EMP Industries/X400 pump head	7,312.61
Manual	5/19/21	356308	Kelley Connect/Copier leases - contract payments	299.15
Manual	5/19/21	356309	Kelley Connect/Copier leases - monthly payments	820.18
Manual	5/19/21	356310	IT/NEOGOV/Governmentjobs.com annual subscription	6,206.32
Manual	5/19/21	356311	ENG/Seton Construction/Wyatt Way reconstruction	272,138.78

Total Manual Checks and Electronic Disbursements	395,298.95
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Regular Run	5/26/21	356312-356400	Total Regular Check Run	1,223,889.32
Total Disbursements				1,619,188.27

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

5/20/2021

Date



05/14/2021 11:25
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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								
436	05/17/2021	EFT	9694 MAUREEN SUE WHALEN	248064	043021		ACH51721	8,559.00
	Invoice: 043021			8,559.00	72011494	541100	DEVELOPMENT OF GRDWTR MGMT PLA GWMP-PROF SVCS	
							CHECK 436 TOTAL:	8,559.00
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	8,559.00
							COUNT	AMOUNT
					TOTAL EFT'S		1	8,559.00
							*** GRAND TOTAL ***	8,559.00

05/14/2021 11:25
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A/P CASH DISBURSEMENTS JOURNAL

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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	5	114									
APP	001-213000		05/17/2021	ACH51721	ACH517			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,559.00	
APP	635-111100		05/17/2021	ACH51721	ACH517			CASH AP CASH DISBURSEMENTS JOURNAL			8,559.00
GENERAL LEDGER TOTAL										8,559.00	8,559.00
APP	631-130000		05/17/2021	ACH51721	ACH517			DUE TO/FROM CLEARING		8,559.00	
APP	001-130000		05/17/2021	ACH51721	ACH517			GENERAL - DUE TO/FROM CLEARING			8,559.00
SYSTEM GENERATED ENTRIES TOTAL										8,559.00	8,559.00
JOURNAL 2021/05/114 TOTAL										17,118.00	17,118.00

05/14/2021 11:25
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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	5	114	05/17/2021			
	001-130000					GENERAL - DUE TO/FROM CLEARING		8,559.00
	001-213000					GENERAL - ACCOUNTS PAYABLE	8,559.00	
						FUND TOTAL	8,559.00	8,559.00
631	CLEARING FUND	2021	5	114	05/17/2021			
	631-130000					DUE TO/FROM CLEARING	8,559.00	
	635-111100					CASH		8,559.00
						FUND TOTAL	8,559.00	8,559.00

05/14/2021 11:25
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		8,559.00
631	CLEARING FUND	8,559.00	
		TOTAL	8,559.00
			8,559.00

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

05/12/2021 11:04
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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: 9791MAY21				137.80 91011215 542100	POL TI MANDUS			
					GG-C/E-PD-PHONE			
Invoice: 9840MAY21				247926 9840MAY21	05/02/2021		M051221	65.94
				65.94 91411891 542100	HEAD OF BAY WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 9858MAY21				247927 9858MAY21	05/02/2021		M051221	50.35
				50.35 91411891 542100	SANDS AVE WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 8834MAY21				248061 8834MAY21	05/04/2021		M051221	74.99
				74.99 91411891 542100	259 FERNCLIFF PRV TELEM			
					GG-WTR-FAC-PHONE			
					CHECK	356299 TOTAL:		1,254.46
356300 05/12/2021 PRD	8646 ISLAND HANDS			248062 2120	04/24/2021		M051221	8,208.00
Invoice: 2120					EMERGENCY JANITORIAL- COVID-19			
				7,961.76 73011183 54810101069	COVID19-EXTRA JANITORIAL			
				246.24 73425358 54810101069	COVID19-SWR-EXTRA JANITORIAL			
Invoice: 2119				248063 2119	04/24/2021		M051221	13,870.09
				13,662.03 73011183 54110000269	2020-2023 JANITORIAL CONTRACT			
				208.06 73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					JANITORIAL CONTRACT-PRO SVCS			
					CHECK	356300 TOTAL:		22,078.09
356301 05/12/2021 PRD	1205 PUGET SOUND ENERGY			247929 828APR21	05/03/2021		M051221	161.41
Invoice: 828APR21				161.41 91415345 547100	TAYLOR WELLS LID17 PH1			
					GG-ROCKAWAY BCH-UTILITIES			
Invoice: IL3APR21				247930 IL3APR21	05/03/2021		M051221	25.08
				25.08 91111263 547100	ROUNDAABOUT HS/MADISON IMPR			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 647APR21				247931 647APR21	05/03/2021		M051221	50.05
				50.05 91111263 547100	STREET LIGHTS/TRAFFIC CONTR			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL9APR21				247932 IL9APR21	05/03/2021		M051221	77.63
				77.63 91111263 547100	MADISON AVE S			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 285APR21				247933 285APR21	05/03/2021		M051221	309.85
				309.85 91421355 547100	SPS NORTHTOWN/SPORTSMAN			
					GG-SWR-ELECTRIC			
				247934 735APR21	05/03/2021		M051221	56.81

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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: 735APR21				56.81 91011768 547100		SHANNON DR/WFP DOCK GG-C/E-PARKS-ELECTRIC		
Invoice: 182APR21				247935 182APR21 58.33 91011255 547100	05/03/2021	MUNI COURT - METER E6 GG-C/E-COURT BLDG-ELECTRIC	M051221	58.33
Invoice: 058APR21				247936 058APR21 60.01 91011897 547100	05/03/2021	HIDDEN COVE - SHOP GG-C/E-O&M YARD FAC-ELECTRIC	M051221	60.01
Invoice: 973APR21				247937 973APR21 12.35 91415345 547100	05/03/2021	OC RESERVOIR LID17 PH2 GG-ROCKAWAY BCH-UTILITIES	M051221	12.35
Invoice: 558APR21				247938 558APR21 2,799.72 91011897 547100	05/03/2021	7315 NE HIDDEN COVE GG-C/E-O&M YARD FAC-ELECTRIC	M051221	2,799.72
Invoice: 336APR21				247939 336APR21 127.40 91421355 547100	05/03/2021	SLS-9 ISLAND TERRACE GG-SWR-ELECTRIC	M051221	127.40
Invoice: IL11APR21				247940 IL11APR21 21.51 91111263 547100	05/03/2021	ST LIGHTS WW MAD TO 305 GG-STRT-STREET LIGHTING-UTIL	M051221	21.51
Invoice: 520-330APR21				247941 520-330APR21 72.68 91011768 547100	05/03/2021	210 WINSLOW WAY E IRRIGATION GG-C/E-PARKS-ELECTRIC	M051221	72.68
Invoice: 682-B-APR21				247942 682-B-APR21 31.32 91111263 547100	05/03/2021	MUNI PARKING LOT - MAD/MAD GG-STRT-STREET LIGHTING-UTIL	M051221	31.32
Invoice: 736APR21				247943 736APR21 76.36 91011768 547100	05/03/2021	SHANNON DR/WFP RESTROOM GG-C/E-PARKS-ELECTRIC	M051221	76.36
Invoice: 040-581APR21				247944 040-581APR21 148.23 91421355 547100	05/03/2021	3900 HALLS HILL RD PUMP GG-SWR-ELECTRIC	M051221	148.23
Invoice: 884APR21				247945 884APR21 118.27 91421355 547100	05/03/2021	SLS FERRY TERMINAL GG-SWR-ELECTRIC	M051221	118.27
Invoice: 111APR21				247946 111APR21 463.51 91011215 547100	05/03/2021	POL STATION METER 2 GG-C/E-PD-ELECTRIC	M051221	463.51
				247947 717APR21	05/03/2021		M051221	266.05

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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: 658APR21				89.71 91421355 547100	SLS-4	IRENE/LOWER HAWLEY GG-SWR-ELECTRIC		
Invoice: 520-298APR21				247961 520-298APR21		05/03/2021	M051221	302.12
				302.12 91421355 547100	SLS-5	WW/SUNDAY COVE GG-SWR-ELECTRIC		
Invoice: 640APR21				247962 640APR21		05/03/2021	M051221	15.08
				15.08 91011768 547100	BRIEN DR S/BOOTH EL PANEL	GG-C/E-PARKS-ELECTRIC		
Invoice: 983APR21				247963 983APR21		05/03/2021	M051221	12.07
				12.07 91111264 547100	MILLER RD NE BEACON	GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 067APR21				247964 067APR21		05/03/2021	M051221	11.05
				11.05 91111263 547100	MADISON PARKING LOT	GG-STRT-STREET LIGHTING-UTIL		
Invoice: ILAPR21				247965 ILAPR21		05/03/2021	M051221	67.21
				67.21 91111263 547100	MADISON PRJ HS TO WINSLOW II	GG-STRT-STREET LIGHTING-UTIL		
Invoice: 466APR21				247966 466APR21		05/03/2021	M051221	11.38
				11.38 91111264 547100	MADISON HS/RAINBRINGER	GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 093APR21				247967 093APR21		05/03/2021	M051221	2,923.59
				2,923.59 91411345 547100	FLETCHER BAY WELL FIELD	GG-WTR-ELECTRIC		
Invoice: 444APR21				247968 444APR21		05/03/2021	M051221	497.84
				497.84 91011755 547100	BI COMMONS	GG-C/E-COMMONS-ELECTRIC		
Invoice: 461APR21				247969 461APR21		05/03/2021	M051221	6,570.74
				6,570.74 91425358 547100	WWTP	GG-WWTP-ELECTRIC		
Invoice: WW&305APR21				247970 WW&305APR21		05/03/2021	M051221	338.68
				338.68 91111264 547100	WINSLOW WAY & 305	GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 831APR21				247971 831APR21		05/03/2021	M051221	2,838.33
				2,838.33 91411345 547100	SANDS AVE NE WELL FIELD	GG-WTR-ELECTRIC		
Invoice: 797APR21				247972 797APR21		05/03/2021	M051221	197.08
				197.08 91011255 547100	MUNI COURT - METER E3	GG-C/E-COURT BLDG-ELECTRIC		
				247973 247APR21		05/03/2021	M051221	50.24

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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: 247APR21				50.24 91435838 547100		SSWM/DECANT FACILITY GG-DECANT-ELECTRIC		
Invoice: 143APR21				247974 143APR21 11.05 91111264 547100	05/03/2021	REITAN RD/WELCOME TO BI GG-STREET-TRAF CONTROL-UTILITY	M051221	11.05
Invoice: IL1APR21				247975 IL1APR21 166.64 91111263 547100	05/03/2021	ERCKSN/MDSN/WNSLW/KNCHTL GG-STRT-STREET LIGHTING-UTIL	M051221	166.64
Invoice: 710APR21				247976 710APR21 217.05 91421355 547100	05/03/2021	SLS-2 VILLAGE CENTER GG-SWR-ELECTRIC	M051221	217.05
Invoice: 893APR21				247977 893APR21 751.44 91111263 547100	05/03/2021	MUNI ST LIGHTING GG-STRT-STREET LIGHTING-UTIL	M051221	751.44
Invoice: 040-751APR21				247978 040-751APR21 12.79 91411345 547100	05/03/2021	520 ERICKSEN AVE PRV GG-WTR-ELECTRIC	M051221	12.79
Invoice: SPRINGAPR21				247979 SPRINGAPR21 37.36 91111263 547100	05/03/2021	SPRINGRIDGE RD/HANSEN HILL GG-STRT-STREET LIGHTING-UTIL	M051221	37.36
Invoice: LYNCTRAPR21				247980 LYNCTRAPR21 58.27 91111263 547100	05/03/2021	BLOSSOM HILL GG-STRT-STREET LIGHTING-UTIL	M051221	58.27
Invoice: BKLYN@MADAPR21				247981 BKLYN@MADAPR21 14.98 91111263 547100	05/03/2021	NEW BROOKLYN & MAD AVE ST LT GG-STRT-STREET LIGHTING-UTIL	M051221	14.98
Invoice: 2360-MADAPR21				247982 2360-MADAPR21 14.98 91111263 547100	05/03/2021	2360 MAD AVE N- E ENTRANCE ST LT GG-STRT-STREET LIGHTING-UTIL	M051221	14.98
Invoice: MAD&ORDAPR21				247983 MAD&ORDAPR21 14.98 91111263 547100	05/03/2021	MADISON AVE N, ORDWAY CROSS ST LT GG-STRT-STREET LIGHTING-UTIL	M051221	14.98
Invoice: BKLYN&NTOWNAPR21				247984 BKLYN&NTOWNAPR21 14.98 91111263 547100	05/03/2021	NEW BROOKLYN & N/TOWN ST LT GG-STRT-STREET LIGHTING-UTIL	M051221	14.98
Invoice: WING&AZALEAAPR21				247985 WING&AZALEAAPR21 12.38 91111263 547100	05/03/2021	WING PT & AZALEA AVE ST LT GG-STRT-STREET LIGHTING-UTIL	M051221	12.38
				247986 W.OFMAD-PH1APR21	05/03/2021		M051221	1,002.31

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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: W.OFMAD-PH1APR21				1,002.31 91111263 547100	W. OF MADISON-BAINBRIDGE CO PH1	GG-STRT-STREET LIGHTING-UTIL		
				247987 E.OFMAD-PH2APR21	05/03/2021	M051221	1,989.41	
Invoice: E.OFMAD-PH2APR21				1,989.41 91111263 547100	E. OF MADISON-BAINBRIDGE CO PH2	GG-STRT-STREET LIGHTING-UTIL		
				247988 MAD&H.S.APR21	05/03/2021	M051221	45.81	
Invoice: MAD&H.S.APR21				45.81 91111263 547100	MADISON AVE/HS AVE ST LT	GG-STRT-STREET LIGHTING-UTIL		
				247989 2665APR21	05/03/2021	M051221	748.93	
Invoice: 2665APR21				748.93 91011768 547100	WFP	GG-C/E-PARKS-ELECTRIC		
				247990 2681APR21	05/03/2021	M051221	11.05	
Invoice: 2681APR21				11.05 91011768 547100	WFP BOOTH EL PANEL #4	GG-C/E-PARKS-ELECTRIC		
				247991 2996APR21	05/03/2021	M051221	20.41	
Invoice: 2996APR21				20.41 91411345 547100	965 WEAVER RD NW	GG-WTR-ELECTRIC		
				247992 3010APR21	05/03/2021	M051221	11.05	
Invoice: 3010APR21				11.05 91011768 547100	WFP BOOTH EL PANEL #3	GG-C/E-PARKS-ELECTRIC		
				247993 3028APR21	05/03/2021	M051221	12.35	
Invoice: 3028APR21				12.35 91011768 547100	WFP BOOTH EL PANEL #2	GG-C/E-PARKS-ELECTRIC		
				247994 3044APR21	05/03/2021	M051221	11.05	
Invoice: 3044APR21				11.05 91011739 547100	278 WINSLOW WAY E	COMM EVENTS-ELECTRICITY		
				247995 3051APR21	05/03/2021	M051221	11.05	
Invoice: 3051APR21				11.05 91011768 547100	WFP BOOTH EL PANEL #1	GG-C/E-PARKS-ELECTRIC		
				247996 5760APR21	05/03/2021	M051221	98.28	
Invoice: 5760APR21				98.28 91421355 547100	TREATMENT PLANT LS #3	GG-SWR-ELECTRIC		
				247997 0909APR21	05/03/2021	M051221	3,954.91	
Invoice: 0909APR21				3,954.91 71011183 54710000724	8804 N MADISON	PD/COURT BLDG NON CAP-ELECTRIC		
				247998 0120APR21	05/03/2021	M051221	17.20	
Invoice: 0120APR21				17.20 91111263 547100	220 OLY DR SE	GG-STRT-STREET LIGHTING-UTIL		
				247999 9485APR21	05/03/2021	M051221	4,613.98	

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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: 9485APR21										
				4,613.98	91011189	547100	280 MADISON AVE N GG-C/E-CITY HALL-ELECTRIC			
Invoice: 8808APR21										
				248000	8808APR21		05/03/2021	M051221		
				68.71	91011557	547100	9229 NE DAY RD - FOF FARMS-ELECTRIC	68.71		
								CHECK 356301 TOTAL:	36,794.11	
356302	05/12/2021	PRTD	1485 VERIZON WIRELESS	247928	9878890841		05/01/2021	M051221	5,700.80	
Invoice: 9878890841										
				1,290.32	91011189	54210001069	CITYWIDE WIRELESS SVCS COVID19-ADD'L CELL PHONES			
				4,330.40	91011189	542100	GG-C/E-CITY HALL-PHONE			
				80.08	72637319	54210000809	WATER QUAL FLOW MONIT-MODEM			
Invoice: 9878890842										
				248001	9878890842		05/01/2021	M051221	78.96	
				78.96	72637319	54210000809	MODEM LINES FOR C/BERG PRJ WATER QUAL FLOW MONIT-MODEM			
								CHECK 356302 TOTAL:	5,779.76	
NUMBER OF CHECKS								5	*** CASH ACCOUNT TOTAL ***	68,529.72
								COUNT	AMOUNT	
TOTAL PRINTED CHECKS								5	68,529.72	
								*** GRAND TOTAL ***	68,529.72	

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JOURNAL ENTRIES TO BE CREATED

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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	5	91									
APP	001-213000		05/12/2021	M051221	051221			GENERAL - ACCOUNTS PAYABLE		44,344.45	
APP	635-111100		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL CASH			68,529.72
APP	402-213000		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		9,995.45	
APP	101-213000		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL STREETS - ACCOUNTS PAYABLE		5,043.02	
APP	401-213000		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		8,937.52	
APP	403-213000		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		50.24	
APP	631-213000		05/12/2021	M051221	051221			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		159.04	
GENERAL LEDGER TOTAL										68,529.72	68,529.72
APP	631-130000		05/12/2021	M051221	051221			DUE TO/FROM CLEARING		68,370.68	
APP	001-130000		05/12/2021	M051221	051221			GENERAL - DUE TO/FROM CLEARING			44,344.45
APP	402-130000		05/12/2021	M051221	051221			DUE TO/FROM CLEARING		9,995.45	
APP	101-130000		05/12/2021	M051221	051221			STREETS - DUE TO/FROM CLEARING		5,043.02	
APP	401-130000		05/12/2021	M051221	051221			DUE TO/FROM CLEARING		8,937.52	
APP	403-130000		05/12/2021	M051221	051221			DUE TO/FROM CLEARING			50.24
SYSTEM GENERATED ENTRIES TOTAL										68,370.68	68,370.68
JOURNAL 2021/05/91 TOTAL										136,900.40	136,900.40

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 5	91	05/12/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	44,344.45	44,344.45
				FUND TOTAL	44,344.45	44,344.45
101 STREET FUND 101-130000 101-213000	2021 5	91	05/12/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	5,043.02	5,043.02
				FUND TOTAL	5,043.02	5,043.02
401 WATER OPERATING FUND 401-130000 401-213000	2021 5	91	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,937.52	8,937.52
				FUND TOTAL	8,937.52	8,937.52
402 SEWER OPERATING FUND 402-130000 402-213000	2021 5	91	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	9,995.45	9,995.45
				FUND TOTAL	9,995.45	9,995.45
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 5	91	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	50.24	50.24
				FUND TOTAL	50.24	50.24
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 5	91	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	68,370.68 159.04	68,529.72
				FUND TOTAL	68,529.72	68,529.72

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		44,344.45
101	STREET FUND		5,043.02
401	WATER OPERATING FUND		8,937.52
402	SEWER OPERATING FUND		9,995.45
403	STORM & SURFACE WATER FUND		50.24
631	CLEARING FUND		
		68,370.68	
	TOTAL	68,370.68	68,370.68

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



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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		
356303	05/12/2021	PRTD	7314 US BANK	247707	04/05/21-TZ	04/26/2021	USB-0421	81.93
	Invoice: 04/05/21-TZ			81.93	51011211 53110001162	POL/SAFEWAY/FLOWER ARRANGEMENT ENGET FUNERAL-SUPPLIES		
	Invoice: 04/07/21-TZ			247708	04/07/21-TZ	04/26/2021	USB-0421	14.16
				14.16	51011211 53110001162	POL/OFFICE MAX/WRIST BANDS ENGET FUNERAL-SUPPLIES		
	Invoice: 04/08/21-TZ			247709	04/08/21-TZ	04/26/2021	USB-0421	323.23
				323.23	51011211 53110001162	POL/KINKOS/PROGRAMS ENGET FUNERAL-SUPPLIES		
	Invoice: 04/08/21-TZ-A			247710	04/08/21-TZ-A	04/26/2021	USB-0421	345.61
				345.61	51011211 54110001162	POL/SOUND REPRO/PHOTO ENLARGEMENT ENGET FUNERAL-PROF SVCS		
	Invoice: 04/07/21-TZ-A			247711	04/07/21-TZ-A	04/26/2021	USB-0421	466.21
				466.21	51011211 54110001162	POL/SIGNS NOW/CUSTOM FLAG DESIGN ENGET FUNERAL-PROF SVCS		
	Invoice: 04/08/21-TZ-B			247712	04/08/21-TZ-B	04/26/2021	USB-0421	420.99
				420.99	51011211 53110001162	POL/FLAGS-A-FLYING/BIPD FLAG W/ RIBBON ENGET FUNERAL-SUPPLIES		
	Invoice: 04/10/21-GK			247721	04/10/21-GK	04/26/2021	USB-0421	77.46
				77.46	51011211 53200001162	POL/76/FUEL ENGET FUNERAL-FUEL		
	Invoice: 04/10/21-GK-A			247722	04/10/21-GK-A	04/26/2021	USB-0421	78.23
				78.23	51011211 53200001162	POL/76/FUEL ENGET FUNERAL-FUEL		
	Invoice: 03/27/21-JB			247847	03/27/21-JB	04/26/2021	USB-0421	108.75
				108.75	54025212 531100	POL/AMAZON/SAIL KIT, ROPE THIMBLES MARINE - SUPPLIES		
	Invoice: 04/01/21-JB			247848	04/01/21-JB	04/26/2021	USB-0421	134.17
				134.17	53011212 531100	POL/AMAZON/UNIFORM POUCHES PD-C/E-PATROL SUPPLIES		
	Invoice: 04/03/21-JB			247849	04/03/21-JB	04/26/2021	USB-0421	771.91
				771.91	91011215 542500	POL/UPS/SHIPPING GG-C/E-PD-POSTAGE		
	Invoice: 04/03/21-JB-A			247850	04/03/21-JB-A	04/26/2021	USB-0421	5.80
				5.80	91011215 542500	POL/UPS/PICKUP FEE GG-C/E-PD-POSTAGE		
	Invoice: 04/11/21-JB			247851	04/11/21-JB	04/26/2021	USB-0421	24.94
				24.94	53011212 443410	POL/FIEST EL JALISCO/MEAL 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: 04/12/21-JB				247852	04/12/21-JB		04/26/2021	USB-0421	40.00
				40.00	53011212	443410	POL/PEARL B&G/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/12/21-JB-A				247853	04/12/21-JB-A		04/26/2021	USB-0421	16.57
				16.57	53011212	443410	POL/CAMPUS UTOTEEM/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/13/21-JB				247854	04/13/21-JB		04/26/2021	USB-0421	18.16
				18.16	53011212	443410	POL/THE MULE/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/13/21-JB-A				247855	04/13/21-JB-A		04/26/2021	USB-0421	12.73
				12.73	53011212	443410	POL/PITA PIT/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/13/21-JB-B				247856	04/13/21-JB-B		04/26/2021	USB-0421	8.88
				8.88	53011212	443410	POL/STARBUCKS/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/14/21-JB				247857	04/14/21-JB		04/26/2021	USB-0421	24.49
				24.49	53011212	443410	POL/THE PORCH/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/14/21-JB-A				247858	04/14/21-JB-A		04/26/2021	USB-0421	9.10
				9.10	53011212	531100	POL/STARBUCKS/MEAL		
							PD-C/E-PATROL SUPPLIES		
Invoice: 04/14/21-JB-B				247859	04/14/21-JB-B		04/26/2021	USB-0421	19.24
				19.24	53011212	443410	POL/CAMPUS UTOTEEM/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/16/21-JB				247860	04/16/21-JB		04/26/2021	USB-0421	27.76
				27.76	53011212	443410	POL/CONOCO/FUEL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/16/21-JB-A				247861	04/16/21-JB-A		04/26/2021	USB-0421	27.28
				27.28	53011212	443410	POL/THE PORCH/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/15/21-JB				247862	04/15/21-JB		04/26/2021	USB-0421	13.38
				13.38	53011212	443410	POL/PITA PIT/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/15/21-JB-A				247863	04/15/21-JB-A		04/26/2021	USB-0421	40.32
				40.32	53011212	443410	POL/THE PEARL B&G/MEAL		
							POLICE - C/E PATROL TRAINING		
Invoice: 04/15/21-JB-B				247864	04/15/21-JB-B		04/26/2021	USB-0421	7.47
				7.47	53011212	443410	POL/STARBUCKS/MEAL		
							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: 04/16/21-JB-B				247865 04/16/21-JB-B	04/26/2021		USB-0421	9.10
				9.10 53011212 443410	POL/STARBUCKS/MEAL	POLICE - C/E PATROL TRAINING		
Invoice: 04/06/21-CB				247880 04/06/21-CB	04/26/2021		USB-0421	60.00
				60.00 36011143 443410	EXCC/WAPRO/SPRING TRAINING	CLERK-GF-TRAINING		
Invoice: 04/14/21-ZB				247881 04/14/21-ZB	04/26/2021		USB-0421	64.37
				64.37 53011212 53110000962	POL/CHEWY/K9 FOOD	TRACKING CANINE-SUPPLIES		
Invoice: 04/15/21-ZB				247882 04/15/21-ZB	04/26/2021		USB-0421	322.28
				322.28 53011212 54110000962	POL/DAY RD ANIMAL HOSP/K9 EVAL & RX	TRACKING CANINE-PROF SVCS		
Invoice: 04/15/21-ZB-A				247883 04/15/21-ZB-A	04/26/2021		USB-0421	62.10
				62.10 53011212 53110000962	POL/Z BONES/K9 GROOMING SUPPLIES	TRACKING CANINE-SUPPLIES		
Invoice: 03/25/21-BB				247884 03/25/21-BB	04/26/2021		USB-0421	13.00
				13.00 51011211 531100	POL/AMAZON/DOOR PLATE	PD-C/E-ADM-SUPPLIES		
Invoice: 03/29/21-BB				247885 03/29/21-BB	04/26/2021		USB-0421	27.45
				27.45 91011215 542500	POL/UPS/SHIPPING	GG-C/E-PD-POSTAGE		
Invoice: 03/30/21-BB				247886 03/30/21-BB	04/26/2021		USB-0421	19.48
				19.48 51011211 531100	POL/AMAZON/DOOR PLATES	PD-C/E-ADM-SUPPLIES		
Invoice: 03/30/21-BB-A				247887 03/30/21-BB-A	04/26/2021		USB-0421	299.00
				299.00 51011217 443410	POL/FRED PRYOR/TRAINING: KL	PD-C/E-PARKING ENF-TRAINING		
Invoice: 04/02/21-BB				247888 04/02/21-BB	04/26/2021		USB-0421	342.00
				342.00 53011212 545000	POL/RELIABLE STORAGE/UNIT RENT	POLICE - C/E PATROL RENTS		
Invoice: 04/07/21-BB				247889 04/07/21-BB	04/26/2021		USB-0421	60.00
				60.00 55011757 443410	POL/PCCOPM/SPRING CONF: TA	PD-HARBORMASTER-TRAINING		
Invoice: 04/16/21-BB				247890 04/16/21-BB	04/26/2021		USB-0421	22.00
				22.00 55011757 541100	POL/WSP/BG CHECKS FOR DOCK HOSTS	PD-HARBORMASTER-PROF SVCS		
Invoice: 04/17/21-BB				247891 04/17/21-BB	04/26/2021		USB-0421	107.69
				107.69 52011212 541100	POL/SPEAKWRITE/TRANSCRIPTION SVCS	POLICE - C/E INVEST 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		
Invoice: 04/24/21-JC				247892	04/24/21-JC			174.60
				174.60	91011215	542500	POL/FEDEX/SHIPPING TO CANADA GG-C/E-PD-POSTAGE	
Invoice: 04/24/21-JC-A				247893	04/24/21-JC-A			9.80
				9.80	52011212	541100	POL/FEDEX/PACKAGING FEE POLICE - C/E INVEST PROF SVCS	
Invoice: 03/26/21-MD				247894	03/26/21-MD			118.13
				118.13	81011881	535500	IT/AMAZON/WEBCAMS, SWITCH IT - C/E COMPUTER PARTS & EQ	
Invoice: 03/26/21-MD-A				247895	03/26/21-MD-A			32.69
				32.69	81011881	535100	IT/ADOBE/CREATIVE CLOUD IT - C/E COMPUTER SOFTWARE	
Invoice: 03/29/21-MD				247896	03/29/21-MD			765.03
				765.03	81011881	535500	IT/AMAZON/CHARGERS, COMP EQUIP IT - C/E COMPUTER PARTS & EQ	
Invoice: 03/29/21-MD-A				247897	03/29/21-MD-A			154.60
				154.60	81011881	535500	IT/AMAZON/DUAL MONITOR MOUNT ARMS IT - C/E COMPUTER PARTS & EQ	
Invoice: 04/01/21-MD				247898	04/01/21-MD			784.51
				784.51	81011881	535500	IT/AMAZON/LAPTOP BAGS IT - C/E COMPUTER PARTS & EQ	
Invoice: 03/29/21-MD-B				247900	03/29/21-MD-B			523.16
				523.16	81011252	53550001069	IT/AMAZON/MONITORS COVID19-COMPUTER HARDWARE	
Invoice: 04/01/21-MD-A				247901	04/01/21-MD-A			1,852.61
				1,852.61	81011252	53510001069	IT/ZOOM/VIDEOCONFERENCING COVID19-SOFTWARE	
Invoice: 04/05/21-MD				247902	04/05/21-MD			523.20
				523.20	81011881	535100	IT/MS/OFFICE 365 LICENSES IT - C/E COMPUTER SOFTWARE	
Invoice: 04/15/21-MD				247903	04/15/21-MD			599.00
				599.00	81011252	53510001069	IT/BEYOND TECH/INTRANET DIRECTORY APP COVID19-SOFTWARE	
Invoice: 04/15/21-MD-A				247905	04/15/21-MD-A			74.05
				74.05	81011881	531100	IT/AMAZON/IPHONE CHARGERS IT - C/E SUPPLIES	
Invoice: 04/20/21-MD				247906	04/20/21-MD			70.80
				70.80	81011881	531100	IT/AMAZON/IPHONE CASES IT - C/E 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: 04/08/21-KD				247907	04/08/21-KD	04/26/2021		USB-0421	76.30
				76.30	31011572 549100	EX/CONSTANT CONTACT/CMR MONTHLY SUBX OUTREACH DUES, SUBS& MEMBER			
Invoice: 04/06/21-KD				247908	04/06/21-KD	04/26/2021		USB-0421	35.00
				35.00	41011144 443410	FIN/WAPELRA/PAYROLL TRAINING CLASS FIN - C/E TRAINING			
Invoice: 03/26/21-DH				247909	03/26/21-DH	04/26/2021		USB-0421	36.47
				36.47	21011252 53110001069	CRT/HOME DEPOT/DOOR CHIME & BATTERIES COVID19-SUPPLIES			
Invoice: 04/13/21-CK				247910	04/13/21-CK	04/26/2021		USB-0421	42.36
				42.36	53011212 532000	POL/SHELL/FUEL PD-C/E-PATROL-FUEL			
Invoice: 04/15/21-CK				247912	04/15/21-CK	04/26/2021		USB-0421	48.56
				48.56	53011212 532000	POL/EXXON/FUEL PD-C/E-PATROL-FUEL			
Invoice: 04/07/21-RL				248002	04/07/21-RL	04/26/2021		USB-0421	603.47
				603.47	32011152 549100	LEGAL/THOMSON WEST/ONLINE SUBX LGL-GF-DUES & SUBSCRIPTIONS			
Invoice: 04/09/21-RL				248003	04/09/21-RL	04/26/2021		USB-0421	1.00
				1.00	31011131 531100	EX/CANVA/STOCK PHOTO EX-GF-SUPPLIES			
Invoice: 04/09/21-RL-A				248004	04/09/21-RL-A	04/26/2021		USB-0421	1.00
				1.00	31011131 531100	EX/CANVA/STOCK PHOTO EX-GF-SUPPLIES			
Invoice: 04/21/21-RL				248005	04/21/21-RL	04/26/2021		USB-0421	1,953.00
				1,953.00	31011131 549100	EX/NLC/MEMBERSHIP RENEWAL EX-GF-DUES/SUBCR/MEMBERSH			
Invoice: 04/23/21-RL				248006	04/23/21-RL	04/26/2021		USB-0421	34.75
				17.37	31011131 531100	EX,LEGAL/NAMETAGCOUNTRY/KING, SLETTEN EX-GF-SUPPLIES			
				17.38	32011152 531100	LGL-GF-SUPPLIES			
Invoice: 04/26/21-RL				248007	04/26/21-RL	04/26/2021		USB-0421	1,806.93
				1,806.93	32011152 531100	LEGAL/ULINE/FILE CABINETS LGL-GF-SUPPLIES			
Invoice: 03/29/21-AL				248008	03/29/21-AL	04/26/2021		USB-0421	75.20
				75.20	31011283 53110001069	EX/AMAZON/VACCINE CLINIC LABELS COVID19-IMMUNIZATION-SUPPLIES			
Invoice: 04/01/21-AL				248009	04/01/21-AL	04/26/2021		USB-0421	87.13
				87.13	31011256 531100	EX/AMAZON/VOLUNTEER THANK YOU NOTES EX-GF-EMERG PREP-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: 04/07/21-AL				248010	04/07/21-AL	04/26/2021		USB-0421	1,942.50
				1,942.50	31011283 54110001069	EX/NCSI/VOLUNTEER BACKGROUND CHECKS COVID19-IMMUNIZATION-PROF SVCS			
Invoice: 04/09/21-AL				248011	04/09/21-AL	04/26/2021		USB-0421	139.53
				139.53	31011283 53110001069	EX/AMAZON/MOBILE PRINTER INK & CASE COVID19-IMMUNIZATION-SUPPLIES			
Invoice: 04/12/21-AL				248012	04/12/21-AL	04/26/2021		USB-0421	272.46
				272.46	31011256 531100	EX/AMAZON/EOC HUB STORAGE BOXES EX-GF-EMERG PREP-SUPPLIES			
Invoice: 04/13/21-AL				248013	04/13/21-AL	04/26/2021		USB-0421	100.00
				100.00	31011256 549100	EX/EX/ROTARY/QTRLY DUES EX-GF-EMERG PREP-DUES/SUBSCRIP			
Invoice: 04/19/21-AL				248014	04/19/21-AL	04/26/2021		USB-0421	44.09
				44.09	31011283 53110001069	EX/AMAZON/INK FOR MOBILE PRINTER COVID19-IMMUNIZATION-SUPPLIES			
Invoice: 04/19/21-JL				248015	04/19/21-JL	04/26/2021		USB-0421	102.96
				102.96	32011154 443410	LEGAL/WSAMA/CONF REG FEE LGL-GF-TRAINING			
Invoice: 04/23/21-JL				248016	04/23/21-JL	04/26/2021		USB-0421	30.00
				30.00	32011152 549100	LEGAL/MRSC/WSAMA MEMBERSHIP: AS LGL-GF-DUES & SUBSCRIPTIONS			
Invoice: 04/23/21-JL-A				248017	04/23/21-JL-A	04/26/2021		USB-0421	102.96
				102.96	32011154 443410	LEGAL/WSAMA/VONF REG:AS LGL-GF-TRAINING			
Invoice: 03/26/21-RL				248018	03/26/21-RL	04/26/2021		USB-0421	85.00
				85.00	41011144 443410	FIN/GFOA/CLASS: CM FIN - C/E TRAINING			
Invoice: 04/02/21-CL				248019	04/02/21-CL	04/26/2021		USB-0421	92.36
				92.36	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH			
Invoice: 04/05/21-CL				248020	04/05/21-CL	04/26/2021		USB-0421	13.10
				13.10	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH			
Invoice: 04/05/21-CL-A				248021	04/05/21-CL-A	04/26/2021		USB-0421	28.82
				28.82	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH			
Invoice: 04/05/21-CL-B				248022	04/05/21-CL-B	04/26/2021		USB-0421	19.65
				19.65	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH			

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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: 04/12/21-CL				248023	04/12/21-CL	04/26/2021		USB-0421	22.93
				22.93	63470586 542450			PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH	
Invoice: 04/16/21-CL				248024	04/16/21-CL	04/26/2021		USB-0421	188.05
				188.05	63470586 542450			PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH	
Invoice: 04/23/21-CL				248025	04/23/21-CL	04/26/2021		USB-0421	15.72
				15.72	63470586 542450			PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS PCD-PLANNING-COMM OUTREACH	
Invoice: 03/31/21-DM				248026	03/31/21-DM	04/26/2021		USB-0421	-85.00
				-85.00	73637891 443410			PW/ESC/CLASS REFUND O&M-ALLOC ADM-TRAINING EXP	
Invoice: 04/07/21-DM				248027	04/07/21-DM	04/26/2021		USB-0421	1,650.00
				1,650.00	73637891 443410			PW/GRAVITEC/FALL PROTECTION CLASS O&M-ALLOC ADM-TRAINING EXP	
Invoice: 04/10/21-DM				248028	04/10/21-DM	04/26/2021		USB-0421	1,423.25
				1,423.25	73011897 53110001084			PW/WEST COAST METAL/METAL ROOF PW YARD PWY CARPORT INSTALL-SUPPLIES	
Invoice: 03/25/21-BN				248029	03/25/21-BN	04/26/2021		USB-0421	45.52
				45.52	53011212 443410			POL/RED LOBSTER/DINNER POLICE - C/E PATROL TRAINING	
Invoice: 03/25/21-BN-A				248030	03/25/21-BN-A	04/26/2021		USB-0421	63.32
				63.32	53011212 443410			POL/FOOD MART/FUEL POLICE - C/E PATROL TRAINING	
Invoice: 03/25/21-BN-B				248031	03/25/21-BN-B	04/26/2021		USB-0421	445.20
				445.20	53011212 443410			POL/SONESTA HOTELS/LODGING POLICE - C/E PATROL TRAINING	
Invoice: 03/31/21-DP				248032	03/31/21-DP	04/26/2021		USB-0421	-140.00
				-140.00	41011144 443410			FIN/MRSC/CLASS REFUND FIN - C/E TRAINING	
Invoice: 04/23/21-DP				248033	04/23/21-DP	04/26/2021		USB-0421	75.00
				75.00	41011144 443410			FIN/PNWACFE/FRAUD CONF REG FIN - C/E TRAINING	
Invoice: 04/01/21-JR				248034	04/01/21-JR	04/26/2021		USB-0421	900.00
				900.00	61470581 545000			PCD/STORAGE98110/UNIT RENT PCD - DEV ADMIN RENTS & LEASES	
Invoice: 03/29/21-JR				248035	03/29/21-JR	04/26/2021		USB-0421	95.00
				95.00	62471591 549100			PCD/WABO/MEBERSHIP RENEWAL BLDG - BLDG DUES/SUBSCRIPTIONS	

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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: 04/16/21-JR				248036	04/16/21-JR	04/26/2021		USB-0421	84.30
				84.30	61011581 531100		PCD/AMAZON/CERTIFICATE COVERS PCD - C/E ADMIN SUPPLIES		
Invoice: 03/26/21-MS				248037	03/26/21-MS	04/26/2021		USB-0421	70.50
				70.50	61011252 53110001069		PCD/AMAZON/PRINTER INK REFILLS COVID19-SUPPLIES		
Invoice: 04/06/21-MS				248038	04/06/21-MS	04/26/2021		USB-0421	50.45
				50.45	61011252 53110001069		PCD/AMAZON/WHITEBOARD, MARKERS COVID19-SUPPLIES		
Invoice: 04/12/21-MS				248039	04/12/21-MS	04/26/2021		USB-0421	28.33
				28.33	61011581 531100		PCD/AMAZON/FLASH DRIVES PCD - C/E ADMIN SUPPLIES		
Invoice: 04/22/21-BS				248040	04/22/21-BS	04/26/2021		USB-0421	4,997.00
				4,997.00	54025212 443410		POL/COMMERCIAL DRIVER SCHOOL/TUITION MARINE - TRAINING		
Invoice: 04/03/21-SW				248041	04/03/21-SW	04/26/2021		USB-0421	6.00
				6.00	51011211 543100		POL/WSDOT/BRIDGE TOLL PD-C/E-ADM-TRAVEL/MEALS/LODGIN		
Invoice: 03/29/21-KB				248042	03/29/21-KB	04/26/2021		USB-0421	539.47
				539.47	33011161 544000		HR/LINKEDIN/ADS: FIN ANALYST, ADMIN SPEC II HR-C/E-ADVERTISING		
Invoice: 03/30/21-KB				248043	03/30/21-KB	04/26/2021		USB-0421	130.00
				130.00	33011161 544000		HR/NEOGOV/AD: ADMIN SPEC II HR-C/E-ADVERTISING		
Invoice: 03/30/21-KB-A				248044	03/30/21-KB-A	04/26/2021		USB-0421	250.00
				250.00	33011164 443415		HR/WORLD-TRUST.ORG/CRACKING THE CODE VIDEO HR-C/E-CITY WIDE TRAINING		
Invoice: 04/05/21-KB				248045	04/05/21-KB	04/26/2021		USB-0421	219.00
				219.00	33011161 549100		HR/SHRM/MEMERSHIP: WILSON HR-C/E-DUES & SUBSCRIPTIONS		
Invoice: 04/05/21-KB-A				248046	04/05/21-KB-A	04/26/2021		USB-0421	125.00
				125.00	33011161 544000		HR/LINKEDIN/ADS: ADMIN SPEC, FIN. ANALYST HR-C/E-ADVERTISING		
Invoice: 04/05/21-KB-B				248047	04/05/21-KB-B	04/26/2021		USB-0421	200.00
				200.00	33011164 443410		HR/AWC/LRI: KB HR-C/E-TRAINING EXP		
Invoice: 04/06/21-KB				248048	04/06/21-KB	04/26/2021		USB-0421	35.00
				35.00	33011164 443410		HR/WAPELRA/WEBINAR REG: KB HR-C/E-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
						INVOICE DTL			
Invoice: 04/19/21-KB				248049	04/19/21-KB	04/26/2021		USB-0421	27.25
				27.25	33011161 531100	HR/AMAZON/HOLD PUNCH: BADGES			
						HR-C/E-SUPPLIES			
Invoice: 04/22/21-KB				248050	04/22/21-KB	04/26/2021		USB-0421	-200.00
				-200.00	33011164 443410	HR/AWC/REFUND			
						HR-C/E-TRAINING EXP			
Invoice: 03/25/21-ES				248051	03/25/21-ES	04/26/2021		USB-0421	10.00
				10.00	33011164 443415	HR/WORLD-TRUST.ORG/CRACKING THE CODE VIDEO			
						HR-C/E-CITY WIDE TRAINING			
Invoice: 03/29/21-KG				248052	03/29/21-KG	04/26/2021		USB-0421	133.00
				133.00	72011325 549100	ENG/APWA/DUES: AQ			
						ENG-C/E-FACILITIES/EQ/VEH-MISC			
Invoice: 04/08/21-KG				248053	04/08/21-KG	04/26/2021		USB-0421	50.00
				50.00	72011325 549100	ENG/ASABE/DUES: EC			
						ENG-C/E-FACILITIES/EQ/VEH-MISC			
Invoice: 04/20/21-KG				248054	04/20/21-KG	04/26/2021		USB-0421	177.20
				177.20	72011321 531100	ENG/APWA/PRACTICES MANUAL, 10TH ED.			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 04/22/21-KG				248055	04/22/21-KG	04/26/2021		USB-0421	89.20
				89.20	72011321 531100	ENG/APWA/NATL PW WEEK POSTER			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 04/01/21-CK				248056	04/01/21-CK	04/26/2021		USB-0421	300.00
				300.00	73011189 545000	PW/STORAGE98110/UNIT RENT			
						O&M - C/E FACIL RENTS & LEASES			
Invoice: 04/07/21-CK				248058	04/07/21-CK	04/26/2021		USB-0421	16.34
				16.34	73411345 549100	PW/ADOBE/PRO SUBX			
						DUES/SUBSCRIPTIONS			
Invoice: 04/14/21-CK				248059	04/14/21-CK	04/26/2021		USB-0421	32.43
				32.43	73011483 531100	PW/AMAZON/MONITOR FOR MARK			
						O&M-GF-MECH SHOP-SUPPLIES			
Invoice: 04/14/21-CK-A				248060	04/14/21-CK-A	04/26/2021		USB-0421	16.34
				16.34	73411345 549100	PW/ADOBE/PRO SUBX			
						DUES/SUBSCRIPTIONS			
						CHECK	356303	TOTAL:	30,069.82

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NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 30,069.82

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	30,069.82

*** GRAND TOTAL *** 30,069.82

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JOURNAL ENTRIES TO BE CREATED

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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	5	92									
APP	001-213000		05/12/2021	USB-0421	051221			GENERAL - ACCOUNTS PAYABLE		27,096.51	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		05/12/2021	USB-0421	051221			CASH			30,069.82
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		05/12/2021	USB-0421	051221			ACCOUNTS PAYABLE		1,375.63	
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		05/12/2021	USB-0421	051221			ACCOUNTS PAYABLE		1,565.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		05/12/2021	USB-0421	051221			ACCOUNTS PAYABLE		32.68	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										30,069.82	30,069.82
APP	631-130000		05/12/2021	USB-0421	051221			DUE TO/FROM CLEARING		28,504.82	
APP	001-130000		05/12/2021	USB-0421	051221			GENERAL - DUE TO/FROM CLEARING			27,096.51
APP	407-130000		05/12/2021	USB-0421	051221			DUE TO/FROM CLEARING			1,375.63
APP	401-130000		05/12/2021	USB-0421	051221			DUE TO/FROM CLEARING			32.68
SYSTEM GENERATED ENTRIES TOTAL										28,504.82	28,504.82
JOURNAL 2021/05/92 TOTAL										58,574.64	58,574.64

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 5	92	05/12/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	27,096.51	27,096.51
				FUND TOTAL	27,096.51	27,096.51
401 WATER OPERATING FUND 401-130000 401-213000	2021 5	92	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	32.68	32.68
				FUND TOTAL	32.68	32.68
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 5	92	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,375.63	1,375.63
				FUND TOTAL	1,375.63	1,375.63
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 5	92	05/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	28,504.82 1,565.00	30,069.82
				FUND TOTAL	30,069.82	30,069.82

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		27,096.51
401	WATER OPERATING FUND		32.68
407	BUILDING & DEVELOPMENT FUND		1,375.63
631	CLEARING FUND	28,504.82	
	TOTAL	28,504.82	28,504.82

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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		
356304	05/19/2021	PRTD	47 BAINBRIDGE DISPOSAL	248181	0001082418	04/30/2021	M051921	169.89
	Invoice: 0001082418			169.89	91011755 547900	SS/COMMONS DISPOSAL SERVICES GG-C/E-COMMONS-GARBAGE		
						CHECK	356304 TOTAL:	169.89
356305	05/19/2021	PRTD	551 CENTURYLINK	248182	4953MAY21	05/07/2021	M051921	74.99
	Invoice: 4953MAY21			74.99	91421891 542100	310 MADISON AVE SLS TELEM GG-SWR-FAC-PHONE		
				248183	5127MAY21	05/07/2021	M051921	201.39
	Invoice: 5127MAY21			201.39	71011183 54210000724	8804 MADISON AVE PD/COURT BLDG NON CAP-PHONE		
				248184	5996MAY21	05/07/2021	M051921	97.10
	Invoice: 5996MAY21			97.10	91011757 542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE		
						CHECK	356305 TOTAL:	373.48
356306	05/19/2021	PRTD	634 CITY OF BAINBRIDGE I	248185	PLN51849 PRE	05/11/2021	M051921	820.00
	Invoice: PLN51849 PRE			615.00	73421355 54980000721	PERMIT PLN51849 PRE LOVELL BEACH MAINS-PERMITS		
				205.00	72423434 64980000820	REHAB WING PT PUMP STA-PERMITS		
						CHECK	356306 TOTAL:	820.00
356307	05/19/2021	PRTD	1625 EMP INDUSTRIES, INC	248186	16244	03/12/2021	20210013 M051921	7,312.61
	Invoice: 16244			7,312.61	73011897 531100	X400 PUMP HEAD O&M-C/E-PWY FAC-SUPPLIES		
						CHECK	356307 TOTAL:	7,312.61
356308	05/19/2021	PRTD	1971 KELLEY CONNECT	247754	IN825912	04/19/2021	M051921	-540.15
	Invoice: IN825912			-540.15	21011125 545000	CRT/CREDIT COURT - RENTS & LEASES - OPER		
				247823	IN831728	04/30/2021	M051921	414.20
	Invoice: IN831728			414.20	72011321 545000	ENG/CONTRACT CHARGE ENG - C/E ADMIN RENTS & LEASES		
				247873	IN831722	04/30/2021	M051921	425.10
	Invoice: IN831722			425.10	21011125 545000	CRT/COPIER BASE CHARGE COURT - RENTS & LEASES - OPER		
						CHECK	356308 TOTAL:	299.15

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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		
356309	05/19/2021	PRTD	1971 KELLEY CONNECT	248187	29238953	04/30/2021	M051921	429.59
			Invoice: 29238953			PCD/COPIER LEASE		
				429.59	61470581	545000	PCD - DEV ADMIN RENTS & LEASES	
			Invoice: 29238955	248188	29238955	04/30/2021	M051921	89.40
						PCD/COPIER LEASE		
				89.40	61470581	545000	PCD - DEV ADMIN RENTS & LEASES	
			Invoice: 29238956	248189	29238956	04/30/2021	M051921	301.19
						CRT/COPIER LEASE		
				301.19	21011125	545000	COURT - RENTS & LEASES - OPER	
						CHECK	356309 TOTAL:	820.18
356310	05/19/2021	PRTD	8581 GOVERNMENTJOBS.COM,	248190	INV-16631	10/29/2020	M051921	6,206.32
			Invoice: INV-16631			IT/GOV JOBS ANNUAL SUBX		
				6,206.32	81011881	535100	IT - C/E COMPUTER SOFTWARE	
						CHECK	356310 TOTAL:	6,206.32
356311	05/19/2021	PRTD	1488 SETON CONSTRUCTION I	248270	PAYREQ10-708A	04/10/2021	20200027 M051921	272,138.78
			Invoice: PAYREQ10-708A			WYATT WAY RECONSTRUCTION		
				234,274.90	72321953	66300000708	WYATT-MAD TO LOVELL-CONSTR	
				37,863.88	72413434	66300000708	WYATT-MAD TO LOVELL-WTR-CONSTR	
						CHECK	356311 TOTAL:	272,138.78
						NUMBER OF CHECKS	8	
						*** CASH ACCOUNT TOTAL ***		288,140.41
						COUNT	AMOUNT	
						TOTAL PRINTED CHECKS	8	288,140.41
						*** GRAND TOTAL ***		288,140.41

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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	5	206									
APP	001-213000		05/19/2021	M051921	051921			GENERAL - ACCOUNTS PAYABLE		14,587.65	
APP	635-111100		05/19/2021	M051921	051921			AP CASH DISBURSEMENTS JOURNAL CASH			288,140.41
APP	402-213000		05/19/2021	M051921	051921			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		894.99	
APP	407-213000		05/19/2021	M051921	051921			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		518.99	
APP	301-213000		05/19/2021	M051921	051921			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		234,274.90	
APP	401-213000		05/19/2021	M051921	051921			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		37,863.88	
GENERAL LEDGER TOTAL										288,140.41	288,140.41
APP	631-130000		05/19/2021	M051921	051921			DUE TO/FROM CLEARING		288,140.41	
APP	001-130000		05/19/2021	M051921	051921			GENERAL - DUE TO/FROM CLEARING			14,587.65
APP	402-130000		05/19/2021	M051921	051921			DUE TO/FROM CLEARING		894.99	
APP	407-130000		05/19/2021	M051921	051921			DUE TO/FROM CLEARING		518.99	
APP	301-130000		05/19/2021	M051921	051921			DUE TO/FROM CLEARING			234,274.90
APP	401-130000		05/19/2021	M051921	051921			DUE TO/FROM CLEARING			37,863.88
SYSTEM GENERATED ENTRIES TOTAL										288,140.41	288,140.41
JOURNAL 2021/05/206 TOTAL										576,280.82	576,280.82

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 5	206	05/19/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	14,587.65	14,587.65
				FUND TOTAL	14,587.65	14,587.65
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 5	206	05/19/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	234,274.90	234,274.90
				FUND TOTAL	234,274.90	234,274.90
401 WATER OPERATING FUND 401-130000 401-213000	2021 5	206	05/19/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	37,863.88	37,863.88
				FUND TOTAL	37,863.88	37,863.88
402 SEWER OPERATING FUND 402-130000 402-213000	2021 5	206	05/19/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	894.99	894.99
				FUND TOTAL	894.99	894.99
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 5	206	05/19/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	518.99	518.99
				FUND TOTAL	518.99	518.99
631 CLEARING FUND 631-130000 635-111100	2021 5	206	05/19/2021	DUE TO/FROM CLEARING CASH	288,140.41	288,140.41
				FUND TOTAL	288,140.41	288,140.41

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		14,587.65
301	CAPITAL CONSTRUCTION FUND		234,274.90
401	WATER OPERATING FUND		37,863.88
402	SEWER OPERATING FUND		894.99
407	BUILDING & DEVELOPMENT FUND		518.99
631	CLEARING FUND	288,140.41	
	TOTAL	288,140.41	288,140.41

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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		
356312	05/26/2021	PRTD	5 ACE HARDWARE	248065	48498/1	04/06/2021		05/23/21	34.52
	Invoice: 48498/1					PW/WWTP MX SUPPLIES	O&M-WWTP-SUPPLIES		
				34.52	73425358 531100				
				248066	48504/1	04/07/2021		05/23/21	41.39
	Invoice: 48504/1					PW/MX SUPPLIES	WIN COLL-SUPPLIES		
				41.39	73421355 531100				
				248067	48619/1	04/28/2021		05/23/21	50.09
	Invoice: 48619/1					PW/MX SUPPLIES	O&M - C/E FACIL OFC SUPPLIES		
				50.09	73011189 531100				
				248068	48620/1	04/28/2021		05/23/21	67.51
	Invoice: 48620/1					PW/FUSES, ADJ WRENCH, TAPE MEAS.	WIN COLL-SUPPLIES		
				67.51	73421355 531100				
				248069	48621/1	04/28/2021		05/23/21	26.09
	Invoice: 48621/1					PW/COUPLE COMP 1/2" (6)	O&M - C/E FACIL OFC SUPPLIES		
				26.09	73011189 531100				
				248071	48622/1	04/28/2021		05/23/21	78.38
	Invoice: 48622/1					PW/MX SUPPLIES	O&M-C/E-PARKS-SUPPLIES		
				78.38	73011768 531100				
				248072	48625/1	04/29/2021		05/23/21	24.46
	Invoice: 48625/1					PW/BUCKETS & LIDS (3)	O&M-C/E-PWY FAC-SUPPLIES		
				24.46	73011897 531100				
				248073	48638/1	04/30/2021		05/23/21	14.64
	Invoice: 48638/1					PW/BITS, FASTENERS	O&M-C/E-PARKS-SUPPLIES		
				14.64	73011768 531100				
				248074	48640/1	04/30/2021		05/23/21	5.98
	Invoice: 48640/1					PW/LIQ NAILS	O&M-C/E-PARKS-SUPPLIES		
				5.98	73011768 531100				
				248075	48649/1	05/03/2021		05/23/21	49.01
	Invoice: 48649/1					PW/TRAIL MX SUPPLIES	EXTEND STO IRRIGATION-SUPPLIES		
				49.01	73111262 53110001165				
				248076	48653/1	05/04/2021		05/23/21	23.96
	Invoice: 48653/1					PW/GARDEN HOE	OFFICE SUPPLIES		
				23.96	73111423 531100				
				248127	48654/1	05/05/2021		05/23/21	52.29
	Invoice: 48654/1					PW/HEAT GUN, SOCKET ADAPTERS	EXTEND STO IRRIGATION-SUPPLIES		
				52.29	73111262 53110001165				
				248128	48658/1	05/05/2021		05/23/21	81.74
	Invoice: 48658/1					PW/STEP LADDER	WIN COLL-SUPPLIES		
				81.74	73421355 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		
Invoice: 48664/1				248129 48664/1	05/06/2021		05/23/21	34.29
				34.29 73421355 531100	PW/CAULKGUN, ROOF CEMENT	WIN COLL-SUPPLIES		
Invoice: 48704/1				248130 48704/1	05/06/2021		05/23/21	14.14
				14.14 73011189 531100	PW/PIPE, CEMENT, COUPLE	O&M - C/E FACIL OFC SUPPLIES		
Invoice: 48714/1				248132 48714/1	05/13/2021		05/23/21	58.84
				58.84 73411345 531100	PW/MX SUPPLIES	OFFICE SUPPLIES		
Invoice: 48716/1				248133 48716/1	05/13/2021		05/23/21	52.72
				52.72 73111427 531100	PW/MX SUPPLIES	OFFICE SUPPLIES		
					CHECK	356312 TOTAL:		710.05
356313 05/26/2021 PRD			8991 ALLIANCE 2020, INC	248077 581680-A	03/31/2021		05/23/21	9.00
Invoice: 581680-A				9.00 33011161 541100	HR/SHORT PD INV 581680	HR-C/E-PROF SVCS		
					CHECK	356313 TOTAL:		9.00
356314 05/26/2021 PRD			7166 AMERICAN MESSAGING	248078 W4104492VE	05/01/2021		05/23/21	94.83
Invoice: W4104492VE				94.83 73637891 542100	PW/MESSAGING SERVICES	O&M - ALLOC FACIL TELEPHONE		
					CHECK	356314 TOTAL:		94.83
356315 05/26/2021 PRD			4710 ASSOCIATED PETROLEU	248079 0323226-IN	04/15/2021		05/23/21	587.99
Invoice: 0323226-IN				587.99 73638893 532000	PW/200 GAL DIESEL	O&M-FUEL USE-ALLOCATION		
Invoice: 0323227-IN				248080 0323227-IN	04/15/2021		05/23/21	871.97
				871.97 73638932 532000	PW/309.4 GAL UNLEADED	O&M-FUEL ALLOC TO OTH DEPTS		
Invoice: 0323610-IN				248081 0323610-IN	04/15/2021		05/23/21	866.07
				866.07 73638893 532000	PW/62&248 GAL BIO/DIESEL	O&M-FUEL USE-ALLOCATION		
Invoice: 0325213-IN				248082 0325213-IN	04/20/2021		05/23/21	474.33
				474.33 73638893 532000	PW/155 GAL DIESEL	O&M-FUEL USE-ALLOCATION		
Invoice: 0325219-IN				248083 0325219-IN	04/20/2021		05/23/21	923.09
				923.09 73638932 532000	PW/326 GAL UNLEADED	O&M-FUEL ALLOC TO OTH DEPTS		

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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: 0326185-IN				248084 0326185-IN	04/22/2021		05/23/21	648.91
				648.91 73638893 532000	PW/225 GAL DIESEL			
					O&M-FUEL USE-ALLOCATION			
Invoice: 0326186-IN				248085 0326186-IN	04/22/2021		05/23/21	1,196.80
				1,196.80 73638932 532000	PW/426.3 GAL UNLEADED			
					O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0328112-IN				248086 0328112-IN	04/27/2021		05/23/21	275.51
				275.51 73638893 532000	PW/76 GAL DIESEL			
					O&M-FUEL USE-ALLOCATION			
Invoice: 0328113-IN				248087 0328113-IN	04/27/2021		05/23/21	929.04
				929.04 73638932 532000	PW/323 GAL UNLEADED			
					O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0328899-IN				248088 0328899-IN	04/29/2021		05/23/21	265.04
				265.04 73638893 532000	PW/70.5			
					O&M-FUEL USE-ALLOCATION			
Invoice: 0328900-IN				248089 0328900-IN	04/29/2021		05/23/21	560.78
				560.78 73638932 532000	PW/190 GAL UNLEADED			
					O&M-FUEL ALLOC TO OTH DEPTS			
					CHECK	356315	TOTAL:	7,599.53
356316 05/26/2021 PRTD		7821	ARAMARK	248090 512000037618	04/15/2021		05/23/21	60.58
Invoice: 512000037618				60.58 73638893 589310	PW/LAUNDRY SERVICES			
					LAUNDRY SERVICES			
Invoice: 512000042702				248091 512000042702	04/22/2021		05/23/21	60.58
				60.58 73638893 589310	PW/LAUNDRY SERVICE			
					LAUNDRY SERVICES			
Invoice: 512000047524				248134 512000047524	04/29/2021		05/23/21	60.58
				60.58 73638893 589310	PW/LAUNDRY SERVICE			
					LAUNDRY SERVICES			
					CHECK	356316	TOTAL:	181.74
356317 05/26/2021 PRTD		1235	AT&T ONENET SERVICE	248092 1273656150	05/01/2021		05/23/21	14.66
Invoice: 1273656150				14.66 91011189 542100	FIN/FAX LONG DIST			
					GG-C/E-CITY HALL-PHONE			
Invoice: 1273664379				248093 1273664379	05/01/2021		05/23/21	.71
				.71 91011189 542100	PCD/FAX LONG DIST			
					GG-C/E-CITY HALL-PHONE			

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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 356317 TOTAL:	15.37
356318	05/26/2021	PRTD	4365 AUTOMATIC FUNDS TRAN	248094 121044	05/03/2021		05/23/21	1,097.14
Invoice: 121044				262.53 43411341 541100	UB/STATEMENT PREP & MAIL			
				262.54 43421351 541100	FIN - WATER ADMIN PROF SERVICE			
				286.03 91411891 542500	FIN - SEWER ADMIN PROF SERVICE			
				286.04 91421891 542500	GG-WTR-FAC-POSTAGE			
					GG-SWR-FAC-POSTAGE			
Invoice: 121099				248095 121099	05/05/2021		05/23/21	18.18
				3.22 43411341 541100	UB/FINAL BILL PRINT & MAIL			
				3.23 43421351 541100	FIN - WATER ADMIN PROF SERVICE			
				5.86 91411891 542500	FIN - SEWER ADMIN PROF SERVICE			
				5.87 91421891 542500	GG-WTR-FAC-POSTAGE			
					GG-SWR-FAC-POSTAGE			
Invoice: BAIN2104028				248096 BAIN2104028	04/30/2021		05/23/21	463.70
				441.80 41011141 541100	FIN/B&O APR 2021			
				21.90 41011141 542500	FIN - C/E ADMIN PROF SERVICES			
					FIN-C/E-ADM-POSTAGE/SHIPPING			
Invoice: BAIN2104983				248097 BAIN2104983	04/30/2021		05/23/21	269.00
				134.50 43411341 541100	UB/PHONE & WEB PMT SVCS			
				134.50 43421351 541100	FIN - WATER ADMIN PROF SERVICE			
					FIN - SEWER ADMIN PROF SERVICE			
							CHECK 356318 TOTAL:	1,848.02
356319	05/26/2021	PRTD	9542 BACKFLOWS NORTHWEST,	248098 PAYREQ1-510-2021	04/19/2021		05/23/21	671.79
Invoice: PAYREQ1-510-2021				671.79 73411349 54110000510	2021 BACKFLOW REPAIRS			
					BACKFLOW TEST-PRO SVCS			
							CHECK 356319 TOTAL:	671.79
356320	05/26/2021	PRTD	54 BAINBRIDGE RENTAL IN	248099 CON#74292	04/29/2021		05/23/21	146.69
Invoice: CON#74292				146.69 73011483 531100	PW/SMALL EQUIP RENTAL			
					O&M-GF-MECH SHOP-SUPPLIES			
Invoice: CON#74631				248136 CON#74631	05/07/2021		05/23/21	15.25
				15.25 73011483 531100	PW/AIR FILTER			
					O&M-GF-MECH SHOP-SUPPLIES			
Invoice: CON#74748				248137 CON#74748	05/11/2021		05/23/21	107.20
				107.20 73111427 531100	PW/SLEEVE, OIL MIX			
					OFFICE SUPPLIES			
Invoice: CON#74878				248138 CON#74878	05/13/2021		05/23/21	292.05
				292.05 73111427 531100	PW/REPLACEMENT CHAINS			
					OFFICE SUPPLIES			

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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

Invoice: CON#74470	248147	CON#74470	05/04/2021		05/23/21	711.88
	711.88	73111262 54500001165	PW/EXCAVATOR KIT EXTEND STO IRRIGATION-RENTALS			
				CHECK	356320 TOTAL:	1,273.07
356321 05/26/2021 PRD Invoice: BIR923861	248100	BIR923861	04/09/2021		05/23/21	80.40
	80.40	63470586 544000	PCD/PLN510498B RUE CUR-DEV-ZONING-ADV			
Invoice: BIR923862	248101	BIR923862	04/09/2021		05/23/21	81.60
	81.60	63470586 544000	PCD/BLD25123 CUR-DEV-ZONING-ADV			
Invoice: BIR923863	248102	BIR923863	04/09/2021		05/23/21	74.40
	74.40	63470586 544000	PCD/BLD25145 R-GAF CUR-DEV-ZONING-ADV			
Invoice: BIR924370	248103	BIR924370	04/16/2021		05/23/21	72.11
	72.11	63470586 544000	PCD/PLN51828 APRA CUR-DEV-ZONING-ADV			
Invoice: BIR924377	248104	BIR924377	04/16/2021		05/23/21	76.80
	76.80	63470586 544000	PCD/BLAKELY HARBOR PLN51897 CUR-DEV-ZONING-ADV			
Invoice: BIR924381	248105	BIR924381	04/16/2021		05/23/21	73.42
	73.42	63470586 544000	PCD/GAYDOS SPT PLN51736 CUR-DEV-ZONING-ADV			
Invoice: BIR925654	248106	BIR925654	04/30/2021		05/23/21	76.74
	76.74	63470586 544000	PCD/BLD24592 REV-1 CUR-DEV-ZONING-ADV			
Invoice: BIR925658	248107	BIR925658	04/30/2021		05/23/21	80.28
	80.28	63470586 544000	PCD/PLN51836 CUR-DEV-ZONING-ADV			
Invoice: BIR925888	248108	BIR925888	04/30/2021		05/23/21	65.17
	65.17	11011113 544000	CC/ORD 2021-14 COUNCIL - LEGAL NOTICES			
Invoice: BIR914253	248192	BIR914253	11/27/2020		05/23/21	80.40
	80.40	11011113 544000	CC/ORD 2020-37 COUNCIL - LEGAL NOTICES			
Invoice: BIR914254	248193	BIR914254	11/27/2020		05/23/21	39.60
	39.60	11011113 544000	CC/ORD 2020-31 COUNCIL - LEGAL NOTICES			

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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: BIR914256				248194	BIR914256	11/27/2020	05/23/21	60.00
				60.00	11011113 544000	CC/ORD 2020-17 COUNCIL - LEGAL NOTICES		
						CHECK	356321 TOTAL:	860.92
356322	05/26/2021	PRTD	9704 BEHIND THE BADGE	248139	04102021 ENGET	05/17/2021	05/23/21	2,248.79
Invoice: 04102021			ENGET			POL/DONATION REFUND: ENGET MEMORIAL ENGET FUNERAL-REFUND		
				2,248.79	51011211 54990001162			
						CHECK	356322 TOTAL:	2,248.79
356323	05/26/2021	PRTD	50 BAINBRIDGE ISLAND	EL 248141	20210048	05/07/2021	05/23/21	2,489.29
Invoice: 20210048						PW/WWTP ELECTR INSP O&M-WWTP-REPAIRS		
				2,489.29	73425358 548100			
Invoice: 20210049						05/07/2021	05/23/21	869.28
						PW/WWTP ELECTR REPAIR O&M-WWTP-PROF SVCS		
				869.28	73425358 541100			
Invoice: 20210052						05/10/2021	05/23/21	1,204.32
						PW/REPL WATER TANK SUBPANEL PROFESSIONAL SERVICES		
				1,204.32	73411345 541100			
						CHECK	356323 TOTAL:	4,562.89
356324	05/26/2021	PRTD	4882 BLAZE CONE COMPANY,	248144	31022	04/30/2021	05/23/21	2,151.00
Invoice: 31022						PW/CONES O&M-STREET-TRAF CONTROL-SUPPLY		
				2,151.00	73111264 531100			
						CHECK	356324 TOTAL:	2,151.00
356325	05/26/2021	PRTD	9702 AMY BROOKS	248109	604719474	05/12/2021	05/23/21	65.00
Invoice: 604719474						UBI 604719474 FEE REFUND: EXEMPT C/E BL INITIAL & RENEWAL		
				65.00	01132 321900			
						CHECK	356325 TOTAL:	65.00
356326	05/26/2021	PRTD	8595 BRUCE TITUS FORD, IN	248110	67108510	04/06/2021	05/23/21	880.83
Invoice: 67108510						POL/VEH 266 MAINT PD-C/E-PATROL SUPPLIES		
				880.83	53011212 531100			
						CHECK	356326 TOTAL:	880.83

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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		
356327	05/26/2021	PRTD	104 CITY OF BREMERTON	248111	BKAT000602	05/03/2021	05/23/21	2,932.24
			Invoice: BKAT000602			IT/CITY MEETING BROADCASTING		
				2,932.24	81011881	542420	IT-C/E-TELEVISTED COUNCIL MEET	
						CHECK	356327 TOTAL:	2,932.24
356328	05/26/2021	PRTD	112 CODE PUBLISHING COMP	248195	69801	05/18/2021	05/23/21	480.00
			Invoice: 69801			EXCC/ANNUAL WEB FEES		
				480.00	36011143	541100	CLERK-C/E-PROF SVCS	
						CHECK	356328 TOTAL:	480.00
356329	05/26/2021	PRTD	7509 CONSTRUCTION PARTS L	248112	32092	04/20/2021	05/23/21	726.94
			Invoice: 32092			PW/MX SUPPLIES		
				726.94	73111427	531100	OFFICE SUPPLIES	
						CHECK	356329 TOTAL:	726.94
356330	05/26/2021	PRTD	4950 CORRECT EQUIPMENT IN	248113	43940	04/28/2021	05/23/21	4,113.66
			Invoice: 43940			PW/GRINDER PUMP MX: CYRSTAL SPRINGS		
				4,113.66	73426355	54810000562	GRINDER PUMP MAINT CONTRACT	
						CHECK	356330 TOTAL:	4,113.66
356331	05/26/2021	PRTD	6363 LN CURTIS & SONS	248114	INV484486	04/27/2021	05/23/21	213.96
			Invoice: INV484486			POL/UNIFORMS: NOEL		
				213.96	53011212	520000	POLICE - C/E PATROL BENEFITS	
						CHECK	356331 TOTAL:	213.96
356332	05/26/2021	PRTD	7016 CUSTOM PRINTING	248115	9573	04/26/2021	05/23/21	312.59
			Invoice: 9573			POL/BUSINESS ENVELOPES		
				312.59	51011211	531100	PD-C/E-ADM-SUPPLIES	
						CHECK	356332 TOTAL:	312.59
356333	05/26/2021	PRTD	672 DSC INC	248148	101240	05/07/2021	05/23/21	65.62
			Invoice: 101240			PW/MX SUPPLIES		
				65.62	73111262	53110001165	EXTEND STO IRRIGATION-SUPPLIES	
						CHECK	356333 TOTAL:	65.62

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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		
356334	05/26/2021	PRTD	1625 EMP INDUSTRIES, INC	248116	15867			
	Invoice: 15867							
				711.52	73011768	531100		
							04/30/2021 20210021 05/23/21	711.52
							REPLACEMENT PARTS FOR WATERFRO O&M-C/E-PARKS-SUPPLIES	
							CHECK 356334 TOTAL:	711.52
356335	05/26/2021	PRTD	212 FABRICARE 02 - PLANT	248117	05-01-2021			
	Invoice: 05-01-2021							
				160.76	51011211	520000		
				81.89	53011212	520000		
							05/01/2021 05/23/21	242.65
							POL/LAUNDRY SERVICE PD-C/E ADMIN-BENEFITS POLICE - C/E PATROL BENEFITS	
							CHECK 356335 TOTAL:	242.65
356336	05/26/2021	PRTD	1953 FERGUSON ENTERPRISES	248149	0982846			
	Invoice: 0982846							
				1,153.90	73111262	53110001165		
							04/28/2021 05/23/21	1,153.90
							PW/TRAIL MX SUPPLIES EXTEND STO IRRIGATION-SUPPLIES	
				248150	0985098			
	Invoice: 0985098			126.44	73411345	531100		
							05/03/2021 05/23/21	126.44
							PW/WELL SITE MX SUPPLIES OFFICE SUPPLIES	
							CHECK 356336 TOTAL:	1,280.34
356337	05/26/2021	PRTD	9700 FILTERGIRLS.COM	248118	BLD25553			
	Invoice: BLD25553							
				54.01	47148	322100		
							04/30/2021 05/23/21	54.01
							PERMIT CHANGE, REFUND BLD25553 BUILDINGS, STRUCT. & EQ	
							CHECK 356337 TOTAL:	54.01
356338	05/26/2021	PRTD	513 GRAINGER	248119	9869740101			
	Invoice: 9869740101							
				15.55	73011768	531100		
							04/14/2021 05/23/21	15.55
							PW/CONNECTING LINK O&M-C/E-PARKS-SUPPLIES	
	Invoice: 9884388365			248120	9884388365			
				56.14	73637891	531100		
							04/28/2021 05/23/21	56.14
							PW/TONER CART RECYLCLE KIT OFFICE SUPPLIES	
	Invoice: 9885550609			248121	9885550609			
				84.97	73415345	531100		
							04/29/2021 05/23/21	84.97
							PW/HEATER OFFICE SUPPLIES	
	Invoice: 9886944603			248122	9886944603			
				117.20	73411345	531100		
							04/30/2021 05/23/21	117.20
							PW/STRIPING PAINT OFFICE SUPPLIES	
	Invoice: 9896346948			248151	9896346948			
							05/10/2021 05/23/21	218.00
							PW/MASKS	

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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		
				218.00	73011252	53110001069	COVID19-SUPPLIES	
							CHECK 356338 TOTAL:	491.86
356339	05/26/2021	PRTD	7180 HELPLINE HOUSE	248124	Q1 2021		05/10/2021 05/23/21	12,103.03
			Invoice: Q1 2021				2021 COMMUNITY SERVICES CONTRA	
				12,103.03	31017640	54110000297	MENTAL HEALTH SVCS-HELPLINE	
							CHECK 356339 TOTAL:	12,103.03
356340	05/26/2021	PRTD	863 INTERSTATE BATTERIES	248125	22066544		04/15/2021 05/23/21	398.83
			Invoice: 22066544				POL,PW/BATTERIES	
				138.38	73411345	531100	OFFICE SUPPLIES	
				260.45	51011211	531100	PD-C/E-ADM-SUPPLIES	
							CHECK 356340 TOTAL:	398.83
356341	05/26/2021	PRTD	9703 JOE BARTLETT CONSTRU	248126	BLD24909		05/13/2021 05/23/21	131.75
			Invoice: BLD24909				REFUND FOR CANCELLED PERMIT	
				125.25	47148	322110	PLAN'G REVIEW OF BLDG PERMITS	
				6.50	65238	386000	SBCC - SBCC FEE	
							CHECK 356341 TOTAL:	131.75
356342	05/26/2021	PRTD	9701 MARK JORDAN	248152	BLD25550		04/30/2021 05/23/21	67.68
			Invoice: BLD25550				PERMIT CHANGE REFUND	
				67.68	47148	322100	BUILDINGS, STRUCT. & EQ	
							CHECK 356342 TOTAL:	67.68
356343	05/26/2021	PRTD	2306 KITSAP COUNTY PROSEC	248153	MAY21		05/06/2021 05/23/21	9,346.77
			Invoice: MAY21				LEGAL/MAY PROSECUTOR SVCS	
				9,346.77	32011521	541112	LGL-OUTSIDE PROSECUTOR	
							CHECK 356343 TOTAL:	9,346.77
356344	05/26/2021	PRTD	1496 KITSAP COUNTY SEWER	248154	KCSD7-COBI-2021-MAY		05/01/2021 05/23/21	21,424.46
			Invoice: KCSD7-COBI-2021-MAY				UB/MAY 2021 352.55 ERUS	
				21,424.46	73426356	551000	SIS-SD#7 PROCESSING CHGS	
							CHECK 356344 TOTAL:	21,424.46
356345	05/26/2021	PRTD	1505 KITSAP COUNTY TREASU	248156	APR21		04/30/2021 05/23/21	51.32
			Invoice: APR21				APR 2021 OUT COURT REMIT	
				37.32	41612860	586000	CRIME VICTIMS-OUT	

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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		
				14.00	41613860	586000	COUNTY LAW LIB - DISB OUT	
							CHECK 356345 TOTAL:	51.32
356346	05/26/2021	PRTD	9338 KEY CODE MEDIA, INC.	248158	088812		04/21/2021 05/23/21	2,798.55
			Invoice: 088812				IT/CHAMBERS HARDWARE	
				2,798.55	81031881	53550000567	PEG CAP FUNDING-NON CAP ITEMS	
							CHECK 356346 TOTAL:	2,798.55
356347	05/26/2021	PRTD	1010 KING'S MOBILE LOCK,	248159	59019		04/15/2021 05/23/21	359.65
			Invoice: 59019				PW/SS LOCKSMITH	
				359.65	73011755	541100	O&M-COMMONS PROF SVCS	
							CHECK 356347 TOTAL:	359.65
356348	05/26/2021	PRTD	8549 KINGWEST, LLC	248160	835388		04/26/2021 05/23/21	6,867.00
			Invoice: 835388				PW/MANZANITA TREE REMOVAL	
				6,867.00	73111427	54810000354	TREE PRES & REMOVAL-ROADS	
							CHECK 356348 TOTAL:	6,867.00
356349	05/26/2021	PRTD	9565 KATHERINE L KIRKLAND	248161	012		05/05/2021 05/23/21	160.00
			Invoice: 012				EX/DESIGN: ADV GROUP GRAPHICS	
				160.00	31011572	541100	EX-GF-OUTREACH-PROF SVCS	
							CHECK 356349 TOTAL:	160.00
356350	05/26/2021	PRTD	6531 SURE SERVICES, INC.	248162	8366		05/01/2021 05/23/21	240.00
			Invoice: 8366				PW/WWTP WATER SAMPLES	
				240.00	73425358	541100	O&M-WWTP-PROF SVCS	
							CHECK 356350 TOTAL:	240.00
356351	05/26/2021	PRTD	2421 KITSAP PUBLIC HEALTH	248163	317330		04/16/2021 05/23/21	735.00
			Invoice: 317330				PW/SANITARY SURVEY GROUP A	
				735.00	73415345	541100	PROFESSIONAL SERVICES	
							CHECK 356351 TOTAL:	735.00
356352	05/26/2021	PRTD	9692 DENISE D SMITH	248164	15894		05/11/2021 20210019 05/23/21	711.12
			Invoice: 15894				SAFETY VESTS WITH LOGO	
				711.12	73637891	531100	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	356352 TOTAL:	711.12
356353	05/26/2021	PRTD	309 KITSAP TIRE CENTER I	248165	INV052208	03/03/2021	05/23/21	112.17
			Invoice: INV052208			PW/FREIGHT CHARGE		
				56.08	73111423	531100	OFFICE SUPPLIES	
				56.09	73111427	531100	OFFICE SUPPLIES	
						CHECK	356353 TOTAL:	112.17
356354	05/26/2021	PRTD	1851 KRAZAN & ASSOCIATES	248166	J602402-5873	04/30/2021	05/23/21	1,267.00
			Invoice: J602402-5873			ONCALL SERVICES CONTRACT FOR T		
				1,267.00	72413434	64110000815	ROCKAWAY INTERTIE-DES/ENG	
			Invoice: J602453-5873			04/30/2021	05/23/21	385.00
				248167	J602453-5873		ONCALL SERVICES CONTRACT FOR T	
				385.00	72011252	54110001055	STORM RESP-GF-PROF SVCS	
						CHECK	356354 TOTAL:	1,652.00
356355	05/26/2021	PRTD	7849 LAW OFFICE OF THOMAS	248168	MAY21	05/07/2021	05/23/21	4,484.38
			Invoice: MAY21			LEGAL/PUB DEF MAY 2021		
				4,484.38	32011281	541113	LGL-PUBLIC DEFENDER	
						CHECK	356355 TOTAL:	4,484.38
356356	05/26/2021	PRTD	7015 LEXIPOL LLC	248169	INVLEX1735	05/01/2021	05/23/21	6,671.00
			Invoice: INVLEX1735			POL/SOFTWARE SUPPORT		
				6,671.00	51011215	548500	POLICE - C/E FACIL COMP MAINT	
						CHECK	356356 TOTAL:	6,671.00
356357	05/26/2021	PRTD	5011 LEXISNEXIS RISK SOLU	248170	1272084-20210430	04/30/2021	05/23/21	163.50
			Invoice: 1272084-20210430			POL/MONTHLY SUBX		
				163.50	52011212	549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
						CHECK	356357 TOTAL:	163.50
356358	05/26/2021	PRTD	9323 MURRAYSMITH, INC.	248172	19-2682.00-19	05/13/2021	05/23/21	4,999.50
			Invoice: 19-2682.00-19			WWTP UPGRADES STUDY		
				4,999.50	72425352	54110001009	WWTP TERTIARY STUDY-PROF SVCS	
						CHECK	356358 TOTAL:	4,999.50

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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		
356359	05/26/2021	PRTD	4815 NATIONAL ASSOCIATION	248173	9176			
	Invoice: 9176							
				40.00	53011212	549100		
							03/07/2021	05/23/21
							POL/RENEWAL: SHIELDS	
							PD-C/E-PATROL-DUES/SUBCR/MEMBR	
							CHECK	356359 TOTAL:
								40.00
356360	05/26/2021	PRTD	2574 NATIONAL BARRICADE C	248174	291283			
	Invoice: 291283							
				348.94	73111264	531100		
							04/30/2021	05/23/21
							PW/FLAGS	
							O&M-STREET-TRAF CONTROL-SUPPLY	
				248175	291284			
	Invoice: 291284						04/30/2021	05/23/21
							PW/SIGNS	
							O&M-STREET-TRAF CONTROL-SUPPLY	
				196.75	73111264	531100		
							CHECK	356360 TOTAL:
								545.69
356361	05/26/2021	PRTD	8581 NEOGOV	248177	INV-19933-A			
	Invoice: INV-19933-A							
				50.56	81011881	535100		
							05/05/2021	05/23/21
							IT/SALES TAX FOR INV-19933	
							IT - C/E COMPUTER SOFTWARE	
							CHECK	356361 TOTAL:
								50.56
356362	05/26/2021	PRTD	1712 CAPITAL ONE TRADE CR	248178	47383049			
	Invoice: 47383049							
				1,415.91	73431835	531100		
							03/12/2021	05/23/21
							PW/GENERATOR	
							OFFICE SUPPLIES	
							CHECK	356362 TOTAL:
								1,415.91
356363	05/26/2021	PRTD	4111 OLYMPIC SPRINGS INC	248179	338545			
	Invoice: 338545							
				71.51	51011215	531100		
							04/30/2021	05/23/21
							POL/PURIFIED WATER	
							POLICE - C/E FACIL SUPPLIES	
				248180	338802			
	Invoice: 338802						04/30/2021	05/23/21
							PW/PURIFIED WATER	
							O&M-WWTP-SUPPLIES	
				34.66	73425358	531100		
							CHECK	356363 TOTAL:
								106.17
356364	05/26/2021	PRTD	4217 ORNAMENTAL STONE INC	248197	19495			
	Invoice: 19495							
				1,104.53	73011189	531100		
							05/03/2021	05/23/21
							PW/RUBBERMAID WASTE BINS	
							O&M - C/E FACIL OFC SUPPLIES	
							CHECK	356364 TOTAL:
								1,104.53

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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		
356365	05/26/2021	PRTD	8286 SUPERINTENDENT OF P	248198 16580	05/04/2021		05/23/21	90.50
	Invoice: 16580			90.50 65438 386110	POL/FINGERPRINTING			
					AGENCY-FINGERPRINT REV TO SPI			
					CHECK	356365	TOTAL:	90.50
356366	05/26/2021	PRTD	9650 THE PAPE GROUP INC.	248199 256317	04/28/2021	20210008	05/23/21	33,569.35
	Invoice: 256317			33,569.35 73501448 66400001109	TRAILER PAPE MACHINERY			
					2021 TRACTOR EXCAVATOR			
	Invoice: 12620769			248201 12620769	04/26/2021		05/23/21	778.49
				778.49 73637958 531100	PW/MX SUPPLIES			
					ROADSIDE MOWER ALLOC-SUPPLIES			
					CHECK	356366	TOTAL:	34,347.84
356367	05/26/2021	PRTD	8922 REXEL USA INC.	248202 1058856	05/13/2021		05/23/21	730.71
	Invoice: 1058856			730.71 73011897 531100	PW/LED BULBS			
					O&M-C/E-PWY FAC-SUPPLIES			
	Invoice: IN82869			248203 IN82869	05/07/2021		05/23/21	54.39
				54.39 73011768 531100	PW/PARK MX SUPPLIES			
					O&M-C/E-PARKS-SUPPLIES			
	Invoice: SC86304			248204 SC86304	04/25/2021		05/23/21	7.46
				7.46 73637891 549900	PW/FINANCE CHARGE			
					OM-ALLOC-STRT ADM-MISC			
					CHECK	356367	TOTAL:	792.56
356368	05/26/2021	PRTD	9349 PROPANE NORTHWEST	248205 1503916059	04/20/2021		05/23/21	88.97
	Invoice: 1503916059			88.97 91011897 547200	PW/63.7 GAL PROPANE			
					GG-C/E-O&M YARD FAC-PROPANE			
	Invoice: 1504021499			248206 1504021499	05/04/2021		05/23/21	103.17
				103.17 91011897 547200	PW/72.9 GAL PROPANE			
					GG-C/E-O&M YARD FAC-PROPANE			
	Invoice: 1504063461			248207 1504063461	05/11/2021		05/23/21	160.12
				160.12 91011897 547200	PW/119.1 GAL PROPANE			
					GG-C/E-O&M YARD FAC-PROPANE			
					CHECK	356368	TOTAL:	352.26
356369	05/26/2021	PRTD	2409 RIVER OAKS COMMUNICA	248208 042921	04/29/2021		05/23/21	2,318.75
	Invoice: 042921			2,318.75 32011152 54110001082	EX/COMCAST FRANCHISE			
					COMCAST FRANCHISE RENEWAL			

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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	356369	TOTAL:	2,318.75
356370	05/26/2021	PRTD	617 S & B INC	248209	25768A	04/23/2021	05/23/21	3,695.10
	Invoice: 25768A					PW/REPL VPNS		
				1,478.04	73421355	548100		
				2,217.06	73411345	548100		
						WIN COLL-R&M		
						REPAIRS & MAINTENANCE		
					CHECK	356370	TOTAL:	3,695.10
356371	05/26/2021	PRTD	8035 SHINE QUARRY, LLC	248210	0031049	12/21/2020	05/23/21	65.31
	Invoice: 0031049					PW/5.21 TN 3/4" MINUS		
				65.31	73111423	531100		
						OFFICE SUPPLIES		
					CHECK	356371	TOTAL:	65.31
356372	05/26/2021	PRTD	7770 SME SOLUTIONS, LLC	248211	2084223	04/19/2021	05/23/21	5,215.65
	Invoice: 2084223					PW/WWTP TANK CLEANING		
				5,215.65	73425358	548100		
						O&M-WWTP-REPAIRS		
					CHECK	356372	TOTAL:	5,215.65
356373	05/26/2021	PRTD	8855 SOUND LAW CENTER	248214	2574	05/04/2021	05/23/21	2,222.50
	Invoice: 2574					LEGAL/HEX SVCS APR 2021		
				2,222.50	32011545	54111001072		
						PELTIER ETHICS COMPLAINT (SLC)		
					CHECK	356373	TOTAL:	2,222.50
356374	05/26/2021	PRTD	601 SOUND REPROGRAPHICS	248215	83740	05/03/2021	05/23/21	69.02
	Invoice: 83740					EX,LEGAL/BUS CARDS		
				34.51	31011131	531100		
				34.51	32011152	531100		
						LGL-GF-SUPPLIES		
					CHECK	356374	TOTAL:	69.02
356375	05/26/2021	PRTD	8132 SPECTRA LABORATORIES	248216	21-02971	04/29/2021	05/23/21	114.00
	Invoice: 21-02971					PW/BOD TESTING		
				114.00	73425358	54110000391		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-02989			248217	21-02989	04/29/2021	05/23/21	63.48
						PW/ROCKAWAY BEACH TESTING		
				63.48	73415345	54110000391		
						LAB SVCS-WATER ROCKAWAY		
	Invoice: 21-03062			248218	21-03062	04/30/2021	05/23/21	114.00
						PW/BOD TESTING		
				114.00	73425358	54110000391		
						LAB & TESTING SVCS-WWTP		

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
248219	21-03152	05/05/2021		05/23/21	114.00	
		PW/BOD TESTING				
114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
248220	21-03153	05/05/2021		05/23/21	63.48	
		PW/FLOURIDE TESTING				
63.48	73411345 54110000391	LAB SVCS-WATER				
248221	21-03240	05/07/2021		05/23/21	114.00	
		PW/BOD TESTING				
114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
248222	21-03322	05/11/2021		05/23/21	114.00	
		PW/BOD TESTING				
114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
248223	21-03377	05/13/2021		05/23/21	114.00	
		PW/BOD TESTING				
114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
248224	21-03432	05/13/2021		05/23/21	21.16	
		PW/ECOLI TESTING				
21.16	73011897 54110000391	LAB SVCS-PWY FAC				
248225	21-03433	05/13/2021		05/23/21	21.16	
		PW/ROCJAWAY BEACH TESTING				
21.16	73415345 54110000391	LAB SVCS-WATER ROCKAWAY				
248226	21-03434	05/13/2021		05/23/21	211.60	
		PW/ECOLI TESTING				
211.60	73411345 54110000391	LAB SVCS-WATER				
		CHECK	356375	TOTAL:	1,064.88	
356376	05/26/2021 PRTRD 2467 STAPLES	248227	8062126532	05/01/2021	05/23/21	16.99
	Invoice: 8062126532			PW/OFFICE SUPPLIES		
16.99	73637891 531100	OFFICE SUPPLIES				
248228	8062126505	05/01/2021		05/23/21	234.61	
		EX,LEGAL,FIN/OFFICE SUPPLIES				
42.09	31011131 531100	EX-GF-SUPPLIES				
42.10	41011141 531100	FIN - C/E ADMIN SUPPLIES				
26.16	41011141 531100	FIN - C/E ADMIN SUPPLIES				
67.21	32011152 531100	LGL-GF-SUPPLIES				
28.52	31011131 531100	EX-GF-SUPPLIES				
28.53	41011141 531100	FIN - C/E ADMIN SUPPLIES				
248229	8062126516	05/01/2021		05/23/21	149.57	
		ENG/OFFICE SUPPLIES				
149.57	72011321 531100	ENG - C/E ADMIN SUPPLIES				

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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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
Invoice: 8062126542				248230	8062126542	05/01/2021		05/23/21	111.44
				46.44	61011581 531100	PCD/OFFICE SUPPLIES			
				36.85	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				28.15	61011252 53110001069	PCD - C/E ADMIN SUPPLIES			
						COVID19-SUPPLIES			
						CHECK	356376	TOTAL:	512.61
356377	05/26/2021	PRTD	2122 STERICYCLE INC	248231	3005540272	04/30/2021		05/23/21	10.36
			Invoice: 3005540272	10.36	53011212 541100	POL/BIOHAZARD DISP			
						POLICE - C/E PATROL PROF SVCS			
						CHECK	356377	TOTAL:	10.36
356378	05/26/2021	PRTD	7095 SUPERIOR SAW & SUPPL	248232	149225	05/11/2021		05/23/21	84.15
			Invoice: 149225	84.15	73111427 548100	PW/SAW CHAIN SHARPENING			
						O&M-ACCESS RDSIDE R&M			
						CHECK	356378	TOTAL:	84.15
356379	05/26/2021	PRTD	8244 THE HOME DEPOT PRO	248233	615455961	05/05/2021		05/23/21	417.80
			Invoice: 615455961	417.80	73011252 53110001069	PW/DISINFECTANT			
						COVID19-SUPPLIES			
						CHECK	356379	TOTAL:	417.80
356380	05/26/2021	PRTD	565 TACOMA SCREW PRODUCT	248234	14406357	04/19/2021		05/23/21	8.64
			Invoice: 14406357	8.64	73638935 531100	PW/SHOP SUPPLIES			
						O&M-STD ALLOCATION-SUPPLIES			
			Invoice: 14407603	248235	14407603	04/28/2021		05/23/21	227.96
				227.96	73638935 531100	PW/MX SUPPLIES			
						O&M-STD ALLOCATION-SUPPLIES			
						CHECK	356380	TOTAL:	236.60
356381	05/26/2021	PRTD	8243 TILZ	248236	043021	04/30/2021		05/23/21	795.80
			Invoice: 043021	66.00	73011252 53110000903	PW/WOOD WASTE, LAWN MIX, MULCH			
				82.50	73637893 531100	2018 STORM RESP-GF FAC-SUPPLY			
				60.50	73011768 531100	O&M-ALLOC-SWR CONSUMABLES			
				70.00	73011897 531100	O&M-C/E-PARKS-SUPPLIES			
				516.80	73011189 531100	O&M-C/E-PWY FAC-SUPPLIES			
						O&M - C/E FACIL OFC 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	356387	TOTAL:	2,338.05
356388	05/26/2021	PRTD	605 WA ST AUDITOR'S OFFI	248244 L142163	05/12/2021		05/23/21	5,168.67
			Invoice: L142163		2020 FINANCIAL AUDIT			
				3,461.95 91011423 541100	FIN-C/E STATE AUDITOR			
				365.08 91111433 541100	FIN-STREET-STATE AUDITOR			
				240.33 91411341 541100	GG-WTR-ADM-PROF SVCS			
				546.97 91421351 541100	GG-SWR-ADM-PROF SVCS			
				196.59 91431383 541100	GG-SSWM-ADM-PROF SVCS			
				178.88 91470148 541100	FIN-DEV-STATE AUDITOR			
				178.87 91471148 541100	FIN-BLDG-STATE AUDITOR			
					CHECK	356388	TOTAL:	5,168.67
356389	05/26/2021	PRTD	167 WA ST DEPT OF ECOLOG	248245 04-2021	04/30/2021		05/23/21	350.00
			Invoice: 04-2021		WRIA15-KITSAP APR 2021			
				350.00 41609860 586000	HIRST DECISION-DISB TO ST DOE			
					CHECK	356389	TOTAL:	350.00
356390	05/26/2021	PRTD	4104 WA ST FERRIES	248247 RK372525	04/30/2021		05/23/21	49.20
			Invoice: RK372525		APR21 WAVE2GO FERRY CHARGES			
				16.40 53011212 543100	PATROL-TRAVEL/MEALS/LODGING			
				32.80 73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
					CHECK	356390	TOTAL:	49.20
356391	05/26/2021	PRTD	952 WASHINGTON STATE PAT	248250 I21006069	05/05/2021		05/23/21	278.25
			Invoice: I21006069		FIN/BACKGROUND CHECKS			
				278.25 41654861 586100	AGENCY DISBURSEMENTS			
					CHECK	356391	TOTAL:	278.25
356392	05/26/2021	PRTD	2251 WA ST TREASURER	248248 APR21 SBCC	04/30/2021		05/23/21	336.00
			Invoice: APR21 SBCC		APR21 OUT COURT REMIT SBCC			
				336.00 41652860 586000	SBCC BLDG.-OUT			
				248249 APR21	04/30/2021		05/23/21	2,342.28
			Invoice: APR21		APR21 OUT COURT REMIT			
				890.52 41611860 586000	PSEA 60% OUT			
				482.34 41610860 586000	PSEA 30% OUT			
				28.33 41619860 586000	PSEA 3 - STATE DISB OUT			
				131.20 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				57.56 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				334.19 41614860 586000	JUDICIAL INFO SYST.-OUT			
				65.43 41618860 586000	TRAUMA CARE-OUT			
				134.95 41618860 586000	TRAUMA CARE-OUT			

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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				
						29.63	41618860	586000	TRAUMA CARE-OUT		
						168.25	41618860	586000	TRAUMA CARE-OUT		
						19.88	41615860	586961	STATE CRIME LAB		
								CHECK	356392	TOTAL:	2,678.28
356393	05/26/2021	PRTD	5709	WEBCHECK INC	248251	6923					
Invoice: 6923											
						04/30/2021		05/23/21	310.65		
						FIN/APR21	WEBCHECK SVCS				
						155.32	43411341	541100	FIN - WATER ADMIN PROF SERVICE		
						155.33	43421351	541100	FIN - SEWER ADMIN PROF SERVICE		
								CHECK	356393	TOTAL:	310.65
356394	05/26/2021	PRTD	499	WESTBAY AUTO PARTS I	248252	624489					
Invoice: 624489											
						04/15/2021		05/23/21	25.80		
						PW/BELT	MERCHANDISE				
						25.80	990	141100			
Invoice: 624498						248253	624498				
						04/15/2021		05/23/21	24.19		
						PW/BELT	MERCHANDISE				
						24.19	990	141100			
Invoice: 624612						248254	624612				
						04/15/2021		05/23/21	37.75		
						PW/AIR & OIL FILTERS	MERCHANDISE				
						37.75	990	141100			
Invoice: 624637						248255	624637				
						04/15/2021		05/23/21	26.08		
						PW/FUEL & OIL FILTERS	MERCHANDISE				
						26.08	990	141100			
Invoice: 624641						248256	624641				
						04/15/2021		05/23/21	230.08		
						PW/GLOVES, OIL	O&M-STD ALLOCATION-SUPPLIES				
						230.08	73638935	531100			
Invoice: 624779						248257	624779				
						04/16/2021		05/23/21	67.42		
						PW/BELTS	MERCHANDISE				
						67.42	990	141100			
Invoice: 624864						248258	624864				
						04/16/2021		05/23/21	15.43		
						PW/FUEL FILTER	MERCHANDISE				
						15.43	990	141100			
Invoice: 625954						248259	625954				
						04/20/2021		05/23/21	51.30		
						PW/OIL, FUEL & AIR FILTERS	MERCHANDISE				
						51.30	990	141100			
Invoice: 626574						248260	626574				
						04/22/2021		05/23/21	39.73		
						PW/AIR FILTER	MERCHANDISE				
						39.73	990	141100			
						248261	626622				
						04/22/2021		05/23/21	62.69		

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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: 626622				62.69 73638935 531100				
					PW/FREON KIT			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 626643				248262 626643	04/22/2021		05/23/21	90.78
				90.78 73637959 53110000856	PW/BLOWER MOTOR RESISTOR			
					MECH P/U-20%GF,STR,WTR,SWR,SWM			
Invoice: 591190				248263 591190	11/21/2020		05/23/21	-2.08
				-2.08 73638935 531100	PW/GASKET RETURN			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 601873				248264 601873	01/12/2021		05/23/21	17.20
				17.20 73638935 531100	PW/WALLET			
					O&M-STD ALLOCATION-SUPPLIES			
					CHECK	356394	TOTAL:	686.37
356395 05/26/2021 PRD	214141NN	8550	WOODBROOK NATIVE PLA	248265 214141NN	05/11/2021		05/23/21	251.19
Invoice: 214141NN				251.19 73011768 53110001051	PW/PLANTS			
					WF PARK TREES-SUPPLIES			
					CHECK	356395	TOTAL:	251.19
356396 05/26/2021 PRD	3556B67359	8115	XYLEM DEWATERING SOL	248266 3556B67359	04/06/2021		05/23/21	117.82
Invoice: 3556B67359				117.82 73425358 531100	PW/GUIDING RAIL			
					O&M-WWTP-SUPPLIES			
					CHECK	356396	TOTAL:	117.82
356397 05/26/2021 PRD	3556B67938	8115	XYLEM DEWATERING SOL	248267 3556B67938	04/09/2021		05/23/21	136.26
Invoice: 3556B67938				136.26 73425358 531100	PW/LIQUID LEVEL CONTROLLER			
					O&M-WWTP-SUPPLIES			
					CHECK	356397	TOTAL:	136.26
356398 05/26/2021 PRD	3556B69261	8115	XYLEM DEWATERING SOL	248268 3556B69261	04/21/2021		05/23/21	524.07
Invoice: 3556B69261				524.07 73425358 531100	PW/CAP PIECE CLIP ON			
					O&M-WWTP-SUPPLIES			
					CHECK	356398	TOTAL:	524.07
356399 05/26/2021 PRD	3556B70035	8115	XYLEM DEWATERING SOL	248269 3556B70035	04/26/2021		05/23/21	213.64
Invoice: 3556B70035				213.64 73425358 531100	PW/GUIDING RAIL			
					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	356399 TOTAL:	213.64
356400	05/26/2021	PRTD	4500 DEPARTMENT OF COMMER	248272	PWTF-253929	05/04/2021	05/23/21	21,251.40
			Invoice: PWTF-253929			LOAN PR08-951-104 EHBM DESIGN		
				20,434.04	91422235	77800000471	BEACH MAIN REPL DES-PWTF PRIN	
				817.36	91422923	78300000471	BEACH MAIN REPL DES-PWTF INT	
			Invoice: PWTF-254992	248273	PWTF-254992	05/04/2021	05/23/21	303,450.00
						LOAN PW-04-691-002 SIS		
				297,500.00	91422235	77800000279	LID20 MAINT/OPS-FIN-PWTF PRIN	
				5,950.00	91422923	78300000279	LID20 MAINT/OPS-FIN-PWTF INT	
			Invoice: PWTF-256718	248274	PWTF-256718	05/04/2021	05/23/21	42,186.85
						LOAN PW-05-691-001 DECANT FAC CONSTR		
				41,157.90	91432238	77800000176	DECANT FAC-PRINCIPLE PWTF LOAN	
				1,028.95	91432923	78300000176	DECANT FAC-INTEREST-PWTF LOAN	
			Invoice: PWTF-257456	248275	PWTF-257456	05/04/2021	05/23/21	29,344.44
						LOAN PW08-951-075 DEC 2007 STORMS		
				23,664.87	91242142	778000	GG-2008PWTF-I/GPRIN-DEC07STORM	
				5,679.57	91242242	783000	GG-2008PWTF-INT-DEC07 STORMS	
			Invoice: PWTF-257587	248276	PWTF-257587	05/04/2021	05/23/21	21,509.25
						LOAN PW-04-691-PRE-108 WWTP DESIGN		
				21,087.50	91422235	77800000036	PRIN PYMT PWTF-WWTP PE	
				421.75	91422923	78300000036	INTEREST EXP PWTF-WWTP PE	
			Invoice: PWTF-258423	248277	PWTF-258423	05/04/2021	05/23/21	215,888.86
						LOAN PW-05-691-002 WWTP CONSTR#1		
				210,623.28	91422235	77800000086	WWTP CONSTR-PRIN-PWTF	
				5,265.58	91422923	78300000086	WWTP 2011 LTGO & 2PWTF INT EXP	
			Invoice: PWTF-259914	248278	PWTF-259914	05/04/2021	05/23/21	206,008.30
						LOAN PW-06-962-004 WWTP CONSTR#2		
				200,008.06	91422235	77800000086	WWTP CONSTR-PRIN-PWTF	
				6,000.24	91422923	78300000086	WWTP 2011 LTGO & 2PWTF INT EXP	
			Invoice: PWTF-260396	248279	PWTF-260396	05/04/2021	05/23/21	9,735.95
						LOAN PW-04-691-PRE-107 DECANT FAC DESIGN		
				9,545.05	91432238	77800000176	DECANT FAC-PRINCIPLE PWTF LOAN	
				190.90	91432923	78300000176	DECANT FAC-INTEREST-PWTF LOAN	
			Invoice: PWTFNT-355256	248280	PWTFNT-355256	05/04/2021	05/23/21	191,098.15
						LOAN PC13-961-046 EHBM CONSTR		
				185,532.18	91422235	77800000471	BEACH MAIN REPL DES-PWTF PRIN	
				5,565.97	91422923	78300000471	BEACH MAIN REPL DES-PWTF INT	
						CHECK	356400 TOTAL:	1,040,473.20

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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NUMBER OF CHECKS 89 *** CASH ACCOUNT TOTAL *** 1,223,889.32

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	89	1,223,889.32

*** GRAND TOTAL *** 1,223,889.32

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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CLERK: cfreitas

YEAR	PER	JNL	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	LINE	DESC				
2021	5	207												
APP	402-213000									ACCOUNTS PAYABLE			1,003,400.22	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	635-111100									CASH				1,223,889.32
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	001-213000									GENERAL - ACCOUNTS PAYABLE			61,947.72	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	101-213000									STREETS - ACCOUNTS PAYABLE			18,640.01	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	401-213000									ACCOUNTS PAYABLE			8,068.51	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	631-213000									ACCOUNTS PAYABLE			10,420.78	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	407-213000									ACCOUNTS PAYABLE			1,220.44	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	650-213000									ACCOUNTS PAYABLE			3,454.85	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	403-213000									ACCOUNTS PAYABLE			53,535.30	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	501-213000									ER&R-ACCOUNTS PAYABLE			33,569.35	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	901-213000									ACCOUNTS PAYABLE			287.70	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
APP	201-213000									ACCOUNTS PAYABLE			29,344.44	
	05/26/2021	05/23/21	052621							AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL											1,223,889.32	1,223,889.32		
APP	631-130000									DUE TO/FROM CLEARING			1,213,468.54	
	05/26/2021	05/23/21	052621											
APP	402-130000									DUE TO/FROM CLEARING				1,003,400.22
	05/26/2021	05/23/21	052621											
APP	001-130000									GENERAL - DUE TO/FROM CLEARING			61,947.72	
	05/26/2021	05/23/21	052621											
APP	101-130000									STREETS - DUE TO/FROM CLEARING			18,640.01	
	05/26/2021	05/23/21	052621											
APP	401-130000									DUE TO/FROM CLEARING			8,068.51	
	05/26/2021	05/23/21	052621											
APP	407-130000									DUE TO/FROM CLEARING			1,220.44	
	05/26/2021	05/23/21	052621											
APP	650-130000									DUE TO/FROM CLEARING			3,454.85	
	05/26/2021	05/23/21	052621											
APP	403-130000									DUE TO/FROM CLEARING			53,535.30	
	05/26/2021	05/23/21	052621											
APP	501-130000									ER&R-DUE TO/FROM CLEARING			33,569.35	
	05/26/2021	05/23/21	052621											
APP	901-130000									DUE TO/FROM CLEARING			287.70	

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	05/26/2021	05/23/21	052621						
APP 201-130000	05/26/2021	05/23/21	052621			DUE TO/FROM CLEARING			29,344.44
SYSTEM GENERATED ENTRIES TOTAL								1,213,468.54	1,213,468.54
JOURNAL 2021/05/207 TOTAL								2,437,357.86	2,437,357.86

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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 001-130000 001-213000	2021	5	207	05/26/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	61,947.72	61,947.72
					FUND TOTAL	61,947.72	61,947.72
101 STREET FUND 101-130000 101-213000	2021	5	207	05/26/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	18,640.01	18,640.01
					FUND TOTAL	18,640.01	18,640.01
201 GO BOND FUND 201-130000 201-213000	2021	5	207	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	29,344.44	29,344.44
					FUND TOTAL	29,344.44	29,344.44
401 WATER OPERATING FUND 401-130000 401-213000	2021	5	207	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,068.51	8,068.51
					FUND TOTAL	8,068.51	8,068.51
402 SEWER OPERATING FUND 402-130000 402-213000	2021	5	207	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,003,400.22	1,003,400.22
					FUND TOTAL	1,003,400.22	1,003,400.22
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021	5	207	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	53,535.30	53,535.30
					FUND TOTAL	53,535.30	53,535.30
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021	5	207	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,220.44	1,220.44
					FUND TOTAL	1,220.44	1,220.44
501 EQUIPMENT RENTAL & REVOLVING 501-130000 501-213000	2021	5	207	05/26/2021	ER&R-DUE TO/FROM CLEARING ER&R-ACCOUNTS PAYABLE	33,569.35	33,569.35
					FUND TOTAL	33,569.35	33,569.35
631 CLEARING FUND	2021	5	207	05/26/2021			

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	631-130000					DUE TO/FROM CLEARING	1,213,468.54	
	631-213000					ACCOUNTS PAYABLE	10,420.78	
	635-111100					CASH		1,223,889.32
						FUND TOTAL	1,223,889.32	1,223,889.32
650	AGENCY FUND	2021	5	207	05/26/2021			
	650-130000					DUE TO/FROM CLEARING		3,454.85
	650-213000					ACCOUNTS PAYABLE	3,454.85	
						FUND TOTAL	3,454.85	3,454.85
901	CITY-WIDE REPORTING FUND	2021	5	207	05/26/2021			
	901-130000					DUE TO/FROM CLEARING		287.70
	901-213000					ACCOUNTS PAYABLE	287.70	
						FUND TOTAL	287.70	287.70

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		61,947.72
101	STREET FUND		18,640.01
201	GO BOND FUND		29,344.44
401	WATER OPERATING FUND		8,068.51
402	SEWER OPERATING FUND		1,003,400.22
403	STORM & SURFACE WATER FUND		53,535.30
407	BUILDING & DEVELOPMENT FUND		1,220.44
501	EQUIPMENT RENTAL & REVOLVING		33,569.35
631	CLEARING FUND	1,213,468.54	
650	AGENCY FUND		3,454.85
901	CITY-WIDE REPORTING FUND		287.70
	TOTAL	1,213,468.54	1,213,468.54

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME:

AGENDA ITEM: City Council Meeting Minutes

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Consider approval of meeting minutes.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Special City Council Study Session Minutes, May 4, 2021.pdf](#)

[Regular City Council Business Meeting Minutes, May 11, 2021.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL STUDY SESSION
TUESDAY, MAY 4, 2021

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Deputy Mayor Hytopoulos called the meeting to order at 5:30 p.m. on the Zoom webinar platform.

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Carr, Deets, Fantroy-Johnson, and Schneider were present. Councilmember Pollock joined the meeting during the executive session.

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 pursuant to RCW 42.30.110(1)(i) at 5:31 p.m.

At 6:34 p.m., Council extended the executive session by fifteen minutes. At 6:48 p.m., Council extended the executive session by an additional fifteen minutes. At 7:03 p.m., Council extended the executive session by an additional ten minutes. At 7:15 p.m., Council extended the executive session by an additional five minutes.

Council, with the exception of Councilmember Deets, returned from executive session at 7:26 p.m., and Deputy Mayor Hytopoulos reconvened the meeting at 7:27 p.m.

3) APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets rejoined the meeting at 7:28 p.m.

Mayor Nassar noted that she is withdrawing her nominations to the Ethics Board.

MOTION: I move to request that Council remove 6.A, Ethics Board member appointments, from the agenda.

Nassar/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 moved and Michael Pollock seconded to approve the agenda as amended.
The motion carried unanimously, 7-0.

There were no conflicts of interest disclosed. Councilmembers Deets and Pollock noted that they are shoreline homeowners.

4) FUTURE COUNCIL AGENDAS

4.A Future Council Agendas

[Cover Page](#)

[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](#)

Finance Director and Acting City Manager Pitts reviewed future Council agendas.

Councilmember Fantroy-Johnson asked to discuss a process for committee event sponsorship, and Council concurred.

Council discussed the presentation by the former Salary Commission regarding their determination. Councilmember Pollock moved and Councilmember Fantroy-Johnson seconded to remove the Salary Commission presentation from future Council agendas. The motion carried unanimously, 7-0. Council discussed whether the topic should be discussed by Council at next week's meeting.

MOTION: I move to remove Item 8.A. [Salary Commission determination] from next week's agenda in its entirety.

Carr/Fantroy-Johnson: 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

Deputy Mayor Hytopoulos mentioned that the Farmland Ad Hoc Committee would like to schedule time on a future Council agenda to update Council on their work.

5) UNFINISHED BUSINESS

5.A Multifamily Tax Exemption (MFTE) Overview and Policy Discussion - Planning

[Cover Page](#)

[MFTE presentation](#)

[MFTE Memo to City Council](#)

[Background 20210211 PC Transmittal Message to Council](#)

[Background Multifamily Tax Exemption PSRC](#)

[Background Dept. of Commerce 2019 MFTE Report](#)

Planning Director Wright and Senior Planner Sutton provided a presentation on the MFTE Program. Planning Commissioner Quitslund and Shannon Lewis from the Kitsap County Auditor's Office joined the discussion.

MOTION: I move to direct the City Manager to continue developing a 12-year and 20-year City MFTE program that would be available to projects building 4 or more multifamily residences.

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

MOTION: I move to add an agenda item to the May 11, 2021 City Council meeting to schedule a public hearing for June 8, 2021 on the MFTE eligibility and designation areas, including the Winslow Master Plan Study Area, the Winslow Sewer System Service Area, and within the Lynwood Center area, the Neighborhood Center (NC), NC/R-12, and R-5 zones.

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

Deputy Mayor Hytopoulos adjourned the meeting for a five-minute break at 8:44 p.m. and reconvened the meeting at 8:50 p.m.

5.B Update on SMP Public Participation Program and Work Plan - Planning

[Cover Page](#)

[SMP Periodic Review Staff Memo](#)

[Attachment 1 - Project Log](#)

[Attachment 2 - FAQ](#)

[Attachment 3 - Public Participation Plan and Work Plan](#)

[Attachment 4 - SMP Project Update Memo \(02-26-2021\)](#)

[Attachment 5 - Resolution 2020-16](#)

[Attachment 6 - 2014 SMP Settlement Negotiation List - Working Draft](#)

[Attachment 7 - Aquaculture Policies Adopted by Ordinance 2016-06](#)

[Attachment 8 - Aquaculture Policy White Paper](#)

[Attachment 9 - Aquaculture Alternatives Summary.pdf](#)

[Attachment 10 - Policy White Paper on Flooding from SLR](#)

[Attachment 11 - Joint Review Timelines](#)

[Attachment 12 - Stakeholder Focus Group and Agency Group Participants](#)

[Attachment 13 - Ecology's Periodic Review Rule Summary](#)

[Attachment 14 - Ecology's Joint Review Guidance](#)

Planning Director Wright and Senior Planner Best provided a presentation. Planning Commission Chair McCormick Osmond joined the discussion. Councilmember Carr commented on the process and made the following motions.

MOTION: I move to direct staff to address review topics in the original public participation plan from 2019 and the guiding themes for an SMP Amendment as presented in a 2018 staff memo, amending topics as needed based on Planning Commission and public input and to direct staff to revise the SMP for clarity and readability when addressing these topics. Previously identified legal issues will only be addressed if brought up as public comment, during the course of the periodic review process; that is, not separately or specifically.

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

MOTION: I move to direct staff to move forward with incorporating the 2016 aquaculture limited amendment into the periodic review, amending as needed to comply with the SMA and guidance from Ecology related to the Pierce County GMHB decision and to allow for bull kelp restoration and to solicit

consulting professional services to provide scientific and technical information and GIS spatial analysis, as needed, to support proposed amendments

Carr/Nassar: The motion carried 6 – 1.

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

MOTION: I move to direct staff to remove sea level rise from the periodic review and have new climate change staff, with assistance from Climate Change Advisory Committee, take up this work in 2022.

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

Mayor Nassar moved and Councilmember Carr seconded to call the question. The motion to call the question failed 4-3 since it required a two-thirds majority. Deputy Mayor Hytopoulos, Councilmember Deets, and Councilmember Schneider voted against. Council continued their discussion.

MOTION: I move to direct staff to follow a public participation plan that includes review and recommendation by the Planning Commission, including noticed public comment opportunities, before the joint public hearing/public comment period.

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

5.C Update on Triangle Property – Executive and Planning

Cover Page

[Triangle_Property_Update_for_CC_05042021 - FINAL.docx](#)

[DNR letter_20210324](#)

Planning Manager Greetham provided an update, and Council discussed the property.

A meeting among Department of Natural Resources, Department of Ecology, neighbors and City representatives will be scheduled.

6) NEW BUSINESS

6.A Appointments to the Ethics Board - Mayor Nassar

Cover Page

[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](#)

This item was removed from the agenda.

7) FOR THE GOOD OF THE ORDER

There were no comments for the Good of the Order.

8) ADJOURNMENT

Deputy Mayor Hytopoulos adjourned the meeting at 11:01 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MAY 11, 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 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 and 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 pursuant to RCW 42.30.110(1)(f) and RCW 42.30.110(1)(i).

Council returned from executive session at 6:34 p.m., and Mayor Nassar reconvened the meeting at 6:35 p.m.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Pollock moved and Councilmember Deets 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](#)

Cindy Anderson spoke in favor of the salary increase for Council.

Fred Whittlesey spoke against the salary increase for Council.

Dick Haugan spoke about the Salary Commission determination.

Sal DeRosalia spoke about the City advisory selection process.

5) CITY MANAGER'S REPORT

Interim City Manager Schroer mentioned the vaccine clinic, a community meeting on the Puget Sound Energy franchise, open City advisory committee positions, filing for the next Council election, and a Washington State Ferry slip update.

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 05-12-21.pdf](#)

[Council Payroll Report.pdf](#)

Accounts Payable: EFT DOR Excise Tax payment = \$9,918.72; ACH checks 434-435 = \$2601.28; check number 355038 VOID; manual check numbers 356204-356220 = \$83,762.55; total manual check and electronic disbursements = \$96,282.55. Regular run check numbers 356221-356297 = \$340,737.17. Total disbursements = \$437,019.72.

Payroll: Direct Deposit regular run check numbers 50866-50992 = \$310,682.49; regular paper check 109596 = \$2,076.36; vendor check numbers 10957-109605 = \$317,788.94; Federal Tax Electronic Transfer = \$114,535.20. Total disbursements = \$745,082.99.

6.C City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, April 20, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, April 27, 2021.pdf](#)

6.D Buoy Repair and Maintenance Contract - Public Works

[Cover Page](#)

[Unit Price Contract - Buoy Maintenance.docx](#)

[Bid Form Buoy RM Unit Priced Contract.doc](#)

6.E 2021 Ford Cargo Van Procurement for Utilities - Public Works

[Cover Page](#)

[Ford Cargo Van Quote.pdf](#)

6.F Accept Donations for Officer Enget's Memorial Service - Finance

[Cover Page](#)

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

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

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

Cover Page

[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](#)

[June 1 City Council Study Session.pdf](#)

[June 8 City Council Regular Business Meeting.pdf](#)

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

Interim City Manager Schroer highlighted future Council agenda items.

MOTION: I move that the Ethics appointments that were on our agenda previously be brought back for consideration.

Hytopoulos/Deets: The motion failed, 3 – 4.

AYES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos

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

ABSENT: None

ABSTAIN: None

MOTION: I move to add to a future agenda consideration of installation of No Parking signs on Miller Road near the parking lot for the Grand Forest.

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

MOTION: I move that at a future agenda, we invite our current representative on the Public Facilities District, the person that represents Bainbridge Island, to come and give us an update on decisions that have been made and updates that are available and that are in motion.

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

8) PRESENTATION(S)

8.A Annual Proclamation Declaring May 9-15, 2021 as "Bainbridge Island Police Week" - Mayor Nassar

Cover Page

[Bainbridge Island Police Week 2021.docx](#)

Councilmember Deets read the proclamation. Police Chief Clark thanked Council for the proclamation and recognizing their service to the community.

8.B Annual Proclamation Declaring May 16 - May 22, 2021 as "Public Works Week" - Mayor Nassar

Cover Page

[Public Works Week 2021.docx](#)

Councilmember Schneider read the proclamation. Public Works Director Wierzbicki thanked Council for the proclamation.

9) UNFINISHED BUSINESS

9.A Consider Resolution 2021-09 and Set Public Hearing for Multifamily Tax Exemption (MFTE) Designation Areas - Planning

[Cover Page](#)

[Resolution No. 2021-09 Intent to Designate MFTE Eligible Areas](#)

[Resolution No. 2021-09 Exhibits A and B](#)

Senior Planner Sutton introduced the agenda item, and Council discussed the program.

MOTION: I move to schedule a public hearing on June 8, 2021 related to the proposed MFTE designation areas, and to direct the City Manager to begin public outreach for the hearing, such that the eligible areas to be considered at the hearing are: the Winslow Master Plan Study Area, the Winslow Sewer System Service Area, and within the Lynwood Center area, the Neighborhood Center (NC), NC/R-12, and R-5 zones.

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

MOTION: I move to forward Resolution No. 2021-09 for consideration of approval with the Consent Agenda at the May 25, 2021 City Council meeting.

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

10) NEW BUSINESS

10.A Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment - Public Works

[Cover Page](#)

[BID FORM.docx](#)

[LPW_Contract_Dry Fire Sprinkler System.docx](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment to the May 25, 2021 consent agenda.

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

10.B Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance

[Cover Page](#)

[2021 1st QTR BUA Transmittal Memo.docx](#)

[ORD 2021-15 2021 1st QTR Budget and CIP Amendments - Final.docx](#)

[Ord 2021-15 Attachment A - Q1 Budget Amendments.pdf](#)

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to forward Ordinance No. 2021-15, amending the City's 2021 revised budget and the 2021 - 2026 update to the Capital Improvement Plan, for consideration of approval with the May 25, 2021 consent agenda.

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

10.C Resolution No. 2021-08 Updating the Governance Manual - Executive

[Cover Page](#)

[Resolution No. 2021-08 Updating the Governance Manual.docx](#)

City Attorney Levan introduced the agenda item, and Council discussed the update.

MOTION: I move to forward Resolution No. 2021-08 for approval with the May 25, 2021 Consent Agenda.

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

10.D Ordinance No. 2021-16 Updating the City Advisory Board, Commission, Committee, and Task Force Member Appointment and Confirmation Process - Executive

[Cover Page](#)

[Ordinance No. 2021-16.docx](#)

Deputy City Attorney Sletten introduced the agenda item, and Council discussed the ordinance.

MOTION: I move to amend Ordinance No. 2021-16 to clarify that it applies to the Ethics Committee.

Schneider/Deets: The motion failed 2 – 5.

AYES: Joe Deets, Leslie Schneider

NOES: Rasham Nassar, Kirsten Hytopoulos, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

ABSENT: None

ABSTAIN: None

MOTION: I move to forward Ordinance No. 2021-16 for approval with the May 25, 2021 Consent Agenda provided that the language is stricken in the last sentence of Section 16.24.

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

MOTION: I move to direct the City Attorney to come back promptly with language modifying the section of the Ethics Program to comply with these same changes; to either tie them to 2021-16 or just repeat the language.

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

11) COMMITTEE REPORTS

Councilmember Pollock provided an update on the Island Center Subarea Planning Process Steering Committee.

12) FOR THE GOOD OF THE ORDER

Mayor Nassar and Councilmembers thanked Interim City Manager Schroer for her work as Interim City Manager during the City Manager hiring process.

Councilmember Schneider inquired about an upcoming event announced on Facebook on the Police Facility, and Mayor Nassar provided information on her participation.

Councilmember Deets mentioned the Government Alliance on Race and Equity (GARE) meeting and training next week.

Mayor Nassar noted that there will be a Triangle Property meeting attended by Department of Natural Resources, Department of Ecology, Triangle neighbors, and City representatives. An update will be

provided to Council following the meeting. Mayor Nassar and Councilmembers Deets, Fantroy-Johnson, and Carr will attend the meeting.

Interim City Manager Schroer thanked Council for the opportunity to work with them as Interim City Manager.

13) ADJOURNMENT

Mayor Nassar adjourned the meeting at 8:26 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME:

AGENDA ITEM: Amendment No. 3 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works,

SUMMARY: Amendment No. 3 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report includes consultant services to complete the water system modeling and an update to the Capital Improvement Plan.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$27,835.00
Ongoing Cost:	
One-Time Cost:	\$27,835.00
Included in Current Budget?	Yes

BACKGROUND: The City Council approved a Professional Services Agreement in the amount of \$84,600 with Gray & Osborne, Inc. (G&O) in 2017. As a part of that original contract, G&O prepared a series of technical memos that evaluated conditions of the existing water storage tanks and alternatives for addressing their replacement and/or addressing their relationship to the performance of the Winslow water system. This contract work also included evaluation of three alternatives for storage tank replacement types.

Since the original contract was executed, two amendments have been processed bringing the total amount payable to \$143,500.00. Amendments 1 and 2 included a pre-design report for Alternative 2 from the previous analysis and extending the date through December 31, 2021.

This proposed Amendment No. 3 in the amount of \$27,935.00 would bring the total amount payable to \$171,335.00. The proposed additional work includes consultant services to complete the water system

modeling based on the chosen alternative, and develop an update to the water utility projects in the Capital Improvement Plan based on the modeling outcomes.

The next, concurrent, step for this project is for staff to submit the water storage tank pre-development report to the Department of Health for review and approval prior to starting the project final design.

ATTACHMENTS:

[Water Tank PSA Amendment No. 3.docx](#)

[Water Tank PSA Amend #3 - Exhibit A.pdf](#)

[Water Tank PSA 2017.pdf](#)

[Water Tank PSA Amendment No. 1.pdf](#)

[Water Tank PSA Amendment No. 2.pdf](#)

FISCAL DETAILS: There is \$1,540,000 in the Water fund to cover this cost with \$79,000 spent leaving a balance of \$1,461,000 for 2021 to cover this expense.

Fund Name(s): Water Fund

Coding:

**AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on September 29, 2017, by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Gray & Osborne, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with designing improvements to the water system; and

WHEREAS, the City desires to retain the Consultant to complete water system modeling and an update to the Capital Improvement Plan, and to increase the maximum amount payable under the Agreement by \$27,835.00.

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

1. Section 3.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 ~~One Hundred Forty Three Thousand Five Hundred Dollars (\$143,500.00)~~ One Hundred Seventy-One Thousand Three Hundred Thirty-Five Dollars (\$171,335.00);

Fixed Sum: a total amount of \$ _____;

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

3. Attachment A, Scope of Services, is hereby amended to include the new tasks set forth on Exhibit A, which is hereto and incorporated herein as if set forth in full.

4. 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.

GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

EXHIBIT A

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND CAPITAL IMPROVEMENTS PLAN UPDATE

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in King County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone. As a result of this work, the City has elected to investigate replacing Reservoir 1 with a new water reservoir.

A contract amendment between G&O and the City was executed in order to complete a Project Report for the proposed replacement of Reservoir 1 in accordance with WAC 246-290-110. Although modeling the City's existing water system was not part of that amendment, some modeling work was performed to gauge the effect of the proposed reservoir on existing system components with regards to pressure, flow, and service. During the course of this modeling work, G&O identified several key issues with the settings used in the City's water system model – which was prepared and utilized in order to complete the City's Water System Plan (WSP) in 2017. The 2017 WSP includes a Capital Improvement Plan (CIP) which identifies modifications to the existing water system infrastructure that will address system deficiencies noted in the water system model, and provides a cost estimate for the recommended modifications.

After identifying and remedying the issues identified with the water system model, the City found that their existing CIP no longer accurately addresses the deficiencies identified in the model. As such, the City would like to update their CIP based on the revised modeling results. This CIP will then be used for planning and budgeting purposes and to procure funding from a variety of sources so that the projects can be completed.

Gray & Osborne is please to provide the following scope of work and budget proposal to investigate the results from the City's modelling efforts and to prepare and update the City's CIP.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Water System Modelling

Gray & Osborne will coordinate with the City to revise the settings of the City's current InfoWater system model. Gray & Osborne will then run the model using City and DOH criteria for maximum pipe flow velocity, minimum service pressure, and other minimum standard parameters. We will analyze the existing water system for fire flow availability under the City's existing and projected maximum day demands and will also analyze the water system for adequate service pressure under existing and projected peak hour demands. The peak hour analysis will be conducted according to the City's existing maximum day extended period simulation scenario, or using a more typical static peak hour demand scenario, depending on the City's desires for this analysis.

Analysis will be performed for the existing (2015), 10-year (2025), and 20-year (2035) demand conditions for all of the scenarios listed above.

Deliverables

- Model output files (as desired).

Assumptions

- The City will provide all required model files for use by G&O.
- Files will be compatible with Innovyze® InfoWater modeling software and ArcMap version 10.3.1.
- Recalibration of the model using field-based hydrant flow testing will not be conducted.
- G&O will utilize demand projections identified in the 2017 WSP and will not generate new, updated population or demand projections.

Task 3 – Capital Improvement Plan Update

Based on the model output and results achieved in Task 2 above, Gray & Osborne will complete an update to the City’s CIP (Chapter 9) in their most recent WSP. The update will include the following components:

- Brief Technical Memorandum that summarizes the work to date, previous results, and the process used for efforts associated with this scope of work.
- Summary of model output results and how the current model settings differ from those used previously to generate the 2017 CIP.
- Prioritized list of recommended modifications projects, broken into five categories.
 - Categories shall be P (pipe), W (well), S (storage), HE (high elevation), and G (general) to match the categories in the existing WSP CIP.
- Description of each of the recommended projects.
- Class 4 (planning level) cost estimates for each recommended project (2021 dollars).
- Maps/figures that show the location and extent of each recommended project.

The goal of the update will be to identify recommended projects that will address service issues identified during the modeling process, provide a description for the scope and extent of each recommended project, and provide planning level cost estimates for each project that can be used for City budgeting and planning purposes.

Deliverables

- Draft Capital Improvements Plan.
- Final, revised Capital Improvements Plan.

Assumptions

- The City will provide GIS files for their water system that include piping and all treatment and storage facilities.
- The City will review the Capital Improvements Plan and provide written comments to Gray & Osborne. A project manager and project engineer will attend one meeting at City Hall to discuss the Draft CIP and the City’s review comments. The meeting is assumed to require 3 hours including travel time.

Task 4 – Quality Assurance/Quality Control

Gray & Osborne will complete one quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff and selected design team members. Review comments will be provided by staff members and these comments will be incorporated into the Draft CIP Update document submitted to the City.

Deliverables

- QA/QC notes (upon request).

Assumptions

- One QA/QC meeting, for up to five project team members, up to 2 hours in length will be provided as part of this project.

SCHEDULE

For this project, we propose to complete the work highlighted above according to the following schedule.

Contract Execution (estimated)	June 1
Model Output	4 weeks from Contract Execution
Draft Capital Improvements Plan	12 weeks from Contract Execution
Final Capital Improvements Plan	18 weeks from Contract Execution

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is \$27,835.00 as shown in Exhibit B.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF BAINBRIDGE ISLAND - CAPITAL IMPROVEMENTS PLAN UPDATE

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	AutoCAD/ GIS Technician Hours
1 Project Management		8					
2 Water System Modeling	1	2	24				8
3 Capital Improvement Update	4	8	40	8	8	32	60
4 Quality Assurance/Quality Control	2	4	4	2	2	4	
Hour Estimate:	7	22	68	10	10	36	68
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$125 to \$205	\$119 to \$148	\$110 to \$167	\$120 to \$190	\$85 to \$135	\$50 to \$134
Estimated Fully Burdened Billing Rate:*	\$185	\$145	\$130	\$160	\$155	\$105	\$110
Fully Burdened Labor Cost:	\$1,295	\$3,190	\$8,840	\$1,600	\$1,550	\$3,780	\$7,480

Total Fully Burdened Labor Cost: \$ 27,735
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 100
TOTAL ESTIMATED COST: \$ 27,835

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

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 Gray & Osborne, Inc., a Washington corporation ("Consultant").

WHEREAS, the City needs professional services in connection with designing improvements to the water system.

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 December 31, 2019, 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: (check one)

- Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Eighty-Four Thousand Six Hundred Dollars (\$84,600.00);
- 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 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, 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 and 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: Gray & Osborne, Inc.
 701 Dexter Ave North
 Suite 200
 Seattle, WA 98109
 Attn: Russell Porter, P.E.

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.

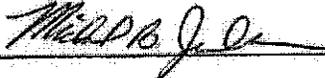
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: 9/29/17

Date: Sept. 12, 2017

By: 

By: 
Douglas Schulze, City Manager

Name Michael B. Johnson

Title President

Tax I.D. # 91-0890718

City Bus. Lic. # 41770

ATTACHMENT A
SCOPE OF SERVICES

See attached Attachment A.

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.
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 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.

EXHIBIT A

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND 2017 WATER SYSTEM IMPROVEMENTS

INTRODUCTION

The 2017 Water System Improvements include the following projects:

- Assess the seismic resiliency, determine the exterior and interior coating condition, and design mixing systems for the two High School Reservoirs;
- Assess and, if required, design water treatment improvements at the Head of the Bay (HOB), Fletcher Bay (FB), and Sands Wellfields to address elevated manganese, sodium, hydrogen sulfide, and chlorine demand;
- Design of standby generator at the HOB Wellfield; and
- Analyze and design improvements to address low-pressure areas for high-elevation customers in the High Zone.

The proposed scope of work included below focuses on the predesign and analysis phases of the various projects. After the predesign is completed, the requirements, effort, and scheduling of the design and construction of the projects will be more evident. Consequently, the design and any associated construction management of the projects will be completed under a separate scope of work.

SCOPE OF WORK

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Services are to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly progress reports summarizing major work elements and invoices.
- D. Attend project meetings. (Assume one for each submittal/milestone and one kickoff meeting.)

Task 2 – High School Reservoirs Predesign

Gray & Osborne (G&O) will perform an evaluation of the High School Reservoirs, a 1.0 MG reservoir constructed in 1973 and a 1.5 MG reservoir constructed in 1989. The reservoirs are approximately 81 and 89 feet tall and the diameters of the two tanks are approximately 46 and 53 feet, respectively. G&O will perform a general condition assessment and structural seismic analysis of the tank structure, including a sloshing wave analysis, and the supporting foundation to identify deficiencies for both reservoirs. Options for retrofits will be developed to address the deficiencies. G&O will perform an exterior and interior coating assessment of both reservoirs. G&O will also perform a mixing alternatives study and recommend mixing alternatives.

Subtask A – Geotechnical Investigation and Report

The investigation shall determine the engineering soil properties at the reservoirs. The results of the site investigation shall be summarized in a geotechnical memo, which will reference the findings of the 2000 AES geotechnical report.

City Responsibilities: Provide access for the geotechnical investigation. Dig and backfill geotechnical test pits utilizing a City backhoe and operator. Up to four pits are anticipated for both reservoirs.

Assumptions: Two weeks lead time will be provided for scheduling on-site exploration. Excess cuttings from the excavations not placed back in the hole will be spread on City property as designated by the City.

Subtask B – Existing Tank Geometry Data Collection

Determine the tank geometry including shell thickness and foundation geometries of the two reservoirs in order to conduct the seismic analysis. Includes one access coordination and safety meeting prior to commencing work.

1. Obtain record or design drawings for the two reservoirs.
2. Determine existing shell thickness using a non-destructive thickness gauge of all courses of steel.
3. Determine the approximate foundation dimensions. The foundation will be exposed at one location by vactor truck to the extent possible. No determination will be possible for foundation wall thickness.

City Responsibilities: Provide any available record or design drawings as well as access to the tank sites and tank ladders, provide vactor equipment, and backfill potholes per City standard.

Assumptions: At least 2 weeks lead time will be provided for scheduling the site visit. Plate thickness measurements shall be conducted utilizing non-destructive methods and access to the reservoir ladders.

Subtask C – Coating and Accessories Assessment

Assess the condition of the existing coating systems, existing safety features, and other accessories for potential improvements. The assessment will provide a basis of design for new coating systems and safety improvements. The coating assessment will include a review of the 2009 and 2017 DVD video inspections.

1. Exterior Assessment: The exterior coating systems will be assessed using adhesion testing and sampled for RCRA 8 Total Metals. The condition of the roof vents, overflows, roof access, and other appurtenances will be noted.
2. Interior Assessment: The interior of the tanks will be inspected from the interior through a floating inspection, as possible, to view the condition of the roof structure. Corrosion and steel deterioration is typically more severe above the waterline. The interior coating system will be assessed and sampled for RCRA 8 Total Metals. Additionally, the condition of the overflows, ladders, landings, and other appurtenances will be noted.

City Responsibilities: Provide access to the tank site and adjust water levels to allow access into the tanks.

Assumptions: Two weeks lead time will be provided and the City will provide access to the tank and lower water levels for interior access.

Subtask D – Mixing Alternatives Analysis and Technical Memorandum

Perform a mixing alternatives analysis to identify both passive and mechanical mixing options.

1. A mixing alternatives analysis will be performed to determine the possible mixing alternatives including both passive and active options.
2. Provide preliminary design and construction costs for incorporation of the preferred mixing alternative into a recoating or retrofit project.
3. Prepare a technical memorandum documenting the results of the mixing alternatives analysis.

Subtask E – Structural Seismic Analysis

Perform a structural seismic analysis of the tank shell and the foundation and identify deficiencies and options for retrofit. The findings and recommendations of the seismic analysis, as well as the coating assessment and mixing analysis, will be provided to the City in a technical memorandum.

1. Seismic analysis shall be performed according to current building codes stated below to determine structural deficiencies of each tank and associated piping. The existing tank vents will be reviewed for deficiencies for both DOH requirements and adequacy of air venting in case of a pipe break.
2. For identified deficiencies, develop options for retrofitting the reservoir to bring it into compliance with the seismic requirements of the current building code.
3. Provide preliminary construction costs and design and construction schedules for retrofit options.
4. Prepare a technical memorandum detailing the results of the seismic analysis, mixing analysis, and findings of the coatings and accessories assessment.

City Responsibilities: Provide timely response to Consultant questions. Review and provide comments on initial draft technical memorandum.

Assumptions: The structural seismic analysis will be performed in accordance with International Building Code (IBC) 2015 and AWWA D100-11.

Task 2 Deliverables: Three hardbound copies of the geotechnical report. Three hardbound copies of the draft and final technical memoranda. An electronic copy of the draft final technical memorandum including computations in PDF format compiled into a single document, emailed or on CD.

Task 3 – Well Treatment Alternatives Analysis

The City of Bainbridge Island HOB, FB, and Sands Wellfields have water quality concerns that the City would like to investigate. Some of the HOB wells have elevated levels of manganese and hydrogen sulfide, while the FB well may have elevated hydrogen sulfide levels. The Sands wells have elevated levels of sodium and a high chlorine demand. Currently, none of the sources exceeds any primary regulatory levels. The following scope of work is intended to identify potential treatment techniques, evaluate their feasibility, and recommend further pilot study work and design and implementation (to be completed under a separate contract).

Subtask A – Review Historical Water Quality Data and Identify Concerns

1. Obtain historical water quality data from the City and from the DOH Sentry website for the HOB, FB, and Sands Wellfields.
2. Review water quality information and identify potential water quality concerns with City staff.

City Responsibilities: Provide historical water quality information and allow G&O access to the HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns.

Subtask B – Collect Additional On-Site Water Quality Data

1. Perform on-site analysis for manganese, iron, hydrogen sulfide, UV 254, and other chemical parameters at the HOB, FB, and Sands wells.
2. Review water quality information and identify potential water quality constituents with City staff.
3. Identify potential methods of treatment for water quality concerns.

City Responsibilities: Allow G&O access to HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns and potential treatment methods.

Assumptions: Provide 2 weeks' notice before scheduling on-site testing. Costs for any commercial laboratory analysis will be paid directly by the City.

Subtask C – Perform Preliminary Analysis and Review of Potential Treatment Methods

1. Identify potential water treatment methods to address water quality issues identified in Subtask B.
2. Perform preliminary feasibility analysis and cost estimates on potential water treatment methods.
3. Evaluate alternatives considering cost and non-cost alternatives.
4. Identify the best water treatment methods for future investigation and recommend future pilot work to verify method efficacy.
5. Prepare a draft technical memorandum for City review.
6. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 3 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 4 – Head of Bay Wellfield Generator Predesign

The City of Bainbridge Island intends to install backup power at the HOB Wellfield. This scope of work will prepare a predesign report to size a generator that will be designed under a separate contract and may be constructed with future water treatment improvements or as a separate stand-alone project.

Subtask A – Review Existing Information

1. Obtain City design and record drawing information for all installations at the HOB Wellfield.
2. Gather current and potential future load data.
3. Verify electrical information during on-site visit to the HOB Wellfield.

City Responsibilities: Provide record and design drawings and provide site access to the HOB Wellfield.

Subtask B – Complete Load Study and Report

1. Perform load study using load information from Subtask A.
2. Discuss potential load priorities with City staff and identify loads that will be powered by the generator. If applicable, reassess the load study with prioritized loads.
3. Discuss generator location, installation issues, and accessories including acoustical mitigation with the City.
4. Document the load study and generator recommendation in a technical memorandum.

City Responsibilities: Review the draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 4 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An

electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 5 – 405 Pressure Zone Predesign Memorandum

The City of Bainbridge Island has portions of its High Zone that are at high enough elevation to experience low pressures. These areas include the high school and some neighborhoods in the vicinity of the two reservoirs, and two other high points that are less developed along New Brooklyn Road. The requirement to maintain 30 psi during normal conditions and 20 psi during fire flow in all areas of the distribution system also limits the ability of the City to use most of the storage volume in the High School Reservoirs. Consequently, the City would like to explore options to address the pressures in the high areas of the existing High Zone.

Subtask A – Obtain Background Information

1. Obtain City planning and land use information to determine development potential in affected areas.
2. Obtain City demand records for high-elevation areas.
3. Review water storage analysis from the draft Water System Plan.

City Responsibilities: Provide water records, planning information, and draft Water System Plan.

Subtask B – Preliminary Alternatives Analysis

1. Identify potential solutions for addressing the low-pressure areas. Possible solutions could include but are not limited to:
 - a. Developing a new pressure zone with a booster station and associated piping,
 - b. Exploring serving areas along New Brooklyn Road from the water system to the north, and
 - c. Investigating the installation of a booster pump station to maintain pressure in the existing High Zone during periods of low storage volume.
2. Develop initial alternatives and identify preliminary estimate costs, both capital and operation and maintenance, for the associated infrastructure.
3. Review the initial alternatives analysis and identify preferred solutions with City staff.

City Responsibilities: Meet with G&O to discuss City review comments and concerns.

Subtask C – Final Alternatives Analysis

1. Develop final alternatives and identify and estimate costs, both capital and operation and maintenance, for the associated infrastructure.
2. Review other considerations for the alternatives including permitting and constructability, and evaluate alternatives considering cost and non-cost factors.
3. Prepare a draft technical memorandum documenting the alternatives analysis and providing a recommended alternative.
4. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 5 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

SCHEDULE

Task	Weeks																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Kickoff Meeting	█																
Task 1 – Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2 – Reservoir Predesign																	
Geotechnical Investigation			█														
Geometry Data Collection				█	█												
Coating Assessment				█	█	█											
Mixing Alternatives Analysis				█	█	█	█	█									
Structural Seismic Analysis						█	█	█	█	█	█	█					
Task 3 – Well Treatment Alternatives Analysis																	
Review Historical Water Quality Data		█	█														
Collect Additional Onsite Data					█	█											
Preliminary Analysis of Potential Treatment							█	█	█	█	█	█					
Task 4 – HOB Generator Predesign																	
Review Existing Information		█															
Complete Load Study and Report			█	█													
Task 5 – 405 Zone Predesign Memorandum																	
Obtain Background Information		█	█	█													
Preliminary Alternatives Analysis					█	█	█	█	█	█	█	█					
Final Alternatives Analysis															█	█	█

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Bainbridge Island - 2017 Water System Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Engineer-in-Training Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD/GIS Technician Hours
Task 1 - Project Management	4	32						
Task 2 - High School Reservoir Predesign								
Subtask A - Geotechnical Report			2			2		
Subtask B - Existing Tank Geometry Data		6	4	4	8	8		
Subtask C - Coating and Condition Assessment		6		12	8	12		
Subtask D - Mixing Analysis		4		6				
Subtask E - Seismic Analysis	2	8	16	16	24	64		8
Task 3 - Well Treatment Alternatives Analysis								
Subtask A - Review Historical Data		12		8	12			
Subtask B - Collect On-Site Data		8		8	12			
Subtask C - Preliminary Analysis	2	8		16	32	4	4	
Task 4 - HOB Generator Predesign Memorandum								
Subtask A - Review Loads and Existing Record or Design Drawings		4					8	
Subtask B - Perform Load Study and Memorandum		4					32	
Task 5 - 405 Zone Predesign Memorandum								
Subtask A - Obtain Planning Information		2		4	8			
Subtask B - Preliminary Alternatives Analysis		4	8	16	32			8
Subtask C - Final Alternatives Analysis	2	8		16	16			
Quality Assurance/Quality Control	8	8	8		8	4	4	
Hour Estimate:	18	114	38	106	160	94	48	16
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$106 to \$145	\$96 to \$126	\$80 to \$123	\$100 to \$168	\$103 to \$184	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	\$160	\$155	\$140	\$125	\$100	\$145	\$150	\$85
Fully Burdened Labor Cost:	\$2,880	\$17,670	\$5,320	\$13,250	\$16,000	\$13,630	\$7,200	\$1,360

Total Fully Burdened Labor Cost:	\$ 77,310
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 460
Subconsultant (Geotechnical):	\$ 6,209
Subconsultant Overhead (10%)	\$ 621
TOTAL ESTIMATED COST:	\$ 84,600

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

ATTACHMENT “A”

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in Kitsap County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope of work below highlights the work that will be provided to complete the Pre-design report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.
2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.
3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is \$55,100, as shown on next page.

EXHIBIT A

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Predesign Report								
Site Visits and Analysis		20	20					
Pre-design Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$110 to \$167	\$120 to \$190	\$50 to \$132	\$118 to \$148	\$170 to \$222
Estimated Fully Burdened Billing Rate:*	\$170	\$160	\$135	\$155	\$155	\$105	\$140	\$200
Fully Burdened Labor Cost:	\$2,720	\$12,160	\$21,060	\$3,720	\$3,720	\$6,720	\$1,120	\$3,200

Total Fully Burdened Labor Cost:	\$ 54,420
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 180
Equipment	\$ 500
TOTAL ESTIMATED COST:	\$ 55,100

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**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 September 29, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Gray & Osborne, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with designing improvements to the water system; and

WHEREAS, the City desires to retain the Consultant to conduct a predesign report for the replacement of the one million-gallon reservoir and associated appurtenances, extend the term of the Agreement, and increase the maximum amount payable under the Agreement by \$55,100.

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 ~~December 31, 2019~~ December 31, 2020, unless sooner terminated by either party as provided below.

2. Section 3.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 ~~Eighty Four Thousand Six Hundred Dollars (\$84,600.00)~~ One Hundred Thirty Nine Thousand Seven Hundred Dollars (\$139,700.00);
 - Fixed Sum: a total amount of \$ _____;
 - Other: \$ _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

3. Attachment A, Scope of Services, is hereby amended to include the new tasks set forth on Exhibit A, which is attached hereto and incorporated herein as if set forth in full.

4. 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.

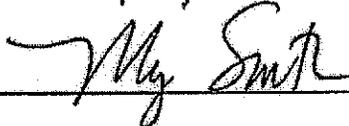
GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: 10/28/19

Date: 10/25/19

By: 

By: 

Name Michael B. Johnson, P.E.

Morgan Smith, City Manager

Title President

Tax I.D. # 91-0890718

City Bus. Lic. # 253

EXHIBIT "A"

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

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In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope of work below highlights the work that will be provided to complete the Pre-design report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.
2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.
3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is \$55,100, as shown on next page.

EXHIBIT A

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Pre-design Report								
Site Visits and Analysis		20	20					
Pre-design Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$110 to \$167	\$120 to \$190	\$50 to \$132	\$118 to \$148	\$170 to \$222
Estimated Fully Burdened Billing Rate:*	\$170	\$160	\$135	\$155	\$155	\$105	\$140	\$200
Fully Burdened Labor Cost:	\$2,720	\$12,160	\$21,060	\$3,720	\$3,720	\$6,720	\$1,120	\$3,200

Total Fully Burdened Labor Cost: \$ 54,420
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 180
 Equipment \$ 500
TOTAL ESTIMATED COST: \$ 55,100

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**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 September 29, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Gray & Osborne, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with designing improvements to the water system; and

WHEREAS, the City desires to retain the Consultant to complete a Federal Emergency Management Act Building Resilient Infrastructure and Communities (FEMA BRIC) grant application for the City’s new reservoir project and seismic upgrades to the City’s 1.5 million-gallon reservoir, and to increase the maximum amount payable under the Agreement by \$3,800.

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 ~~December 31, 2020~~ December 31, 2021, unless sooner terminated by either party as provided below.

2. Section 3.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 ~~One Hundred Thirty Nine Thousand Seven Hundred Dollars (\$139,70.00)~~ One Hundred Forty Three Thousand Five Hundred Dollars (\$143,500.00);

Fixed Sum: a total amount of \$ _____;

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

3. Attachment A, Scope of Services, is hereby amended to include the new tasks set forth on Exhibit A, which is hereto and incorporated herein as if set forth in full.

4. 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.

GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: November 2, 2020

Date: November 2, 2020

By: 

By: 

Name Michael B. Johnson, P.E.

Morgan Smith, City Manager

Title President

Tax I.D. # 91-0890718

City Bus. Lic. # 41770

EXHIBIT “A”

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND 2020 FEMA RESERVOIR 1 AND 2 BRIC APPLICATION ASSISTANCE

The City of Bainbridge Island has received approval from the Washington State Department of Emergency Management (DEM) to submit a Federal Emergency Management Act (FEMA) Building Resilient Infrastructure and Communities (BRIC) application for replacement of the existing Reservoir 1 and/or seismic retrofits to the existing Reservoir 2. The City would like assistance with completing this application.

Gray & Osborne is pleased to provide the following services to assist the City with this application.

Task 1 – Review Background Materials

Review background materials including project purpose, description, and pre-application materials.

Task 2 – Prepare Draft Application

Prepare draft application materials for the project including application forms, benefit-cost analysis, and supplemental materials and exhibits. Provide to the City for review.

Deliverables

- Draft project application materials.

Assumptions

- To accommodate the necessary submittal schedule, the City will provide review and comment on the draft materials within 3 calendar days of receipt.

Task 3 – Prepare Final Permit Application

Prepare final application materials for the project incorporating any City review comments.

Deliverables

- Final project application materials.

Assumptions

- The City will supply any and all necessary background information.
- The City will sign all required forms and certifications.

Anticipated Schedule

The anticipated schedule is as follows:

Submit Draft Application to the CityNovember 7, 2020
Submit Final Application to the CityNovember 13, 2020

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Bainbridge Island - 2020 FEMA Reservoir 1 and 2 BRIC Application Assistance

Tasks	Principal Hours	Environmental Technician Hours	Engineer-In- Training Hours	AutoCAD Hours
1 Review Background Materials	1	1	1	
2 Prepare Draft Application	1	12	12	2
3 Prepare Final Application	1	1	1	
Hour Estimate:	3	14	14	2
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$110 to \$167	\$85 to \$135	\$50 to \$134
Estimated Fully Burdened Billing Rate:*	\$180	\$120	\$100	\$90
Fully Burdened Labor Cost:	\$540	\$1,680	\$1,400	\$180

Total Fully Burdened Labor Cost: \$ 3,800

TOTAL ESTIMATED COST: \$ 3,800

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME:

AGENDA ITEM: Grinder Pump Replacement Contract Award - Public Works,

SUMMARY: This Grinder Pump Replacement contract includes replacement of approximately 60 older grinder pumps that have reached their maximum lifespan with new grinder pumps and protection panels.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$258,286.40
Ongoing Cost:	
One-Time Cost:	\$258,286.40
Included in Current Budget?	Yes

BACKGROUND: A grinder pump is used to pump sanitary sewage from a building to the municipal sewerage system when the building's plumbing is at a lower grade than the main or when there is not enough slope to allow sewage to gravity flow to the municipal system.

The City plans to replace approximately 60 older grinder pumps (E-One) with new grinder pumps (D2-00) and protection panels city-wide as the existing older pumps have reached their maximum lifespan. The Contractor is responsible for completing all necessary work including electrical, plumbing, dirt work, and restoration of all disturbed landscaping.

Bids were solicited through the Municipal Research Services Center (MRSC) Small Works Roster process and the City received two bids. See attached bid form.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the Grinder Pump Replacement Contract to the apparent low bidder, Correct Equipment, Inc., in the base bid plus Alternative 1 including sales tax in the amount of \$258,286.40.

ATTACHMENTS:

[Bid Form.docx](#)

[Small Works Contract for Grinder Pump Replacement.docx](#)

FISCAL DETAILS: There is \$350,000 in 2021 budget in the sewer fund to cover this cost.

Fund Name(s): Sewer Fund

Coding:



City of Bainbridge Island
Public Works Department – Operations & Maintenance

PROJECT NAME: GRINDER PUMP REPLACEMENT(S)
Bid Opening Date: April 27, 20221
Bids Open @ 10:00 a.m.

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: \$250,000.00 - \$300,000.00	<u>Correct Equipment Inc</u>	<u>Aqua Tech LLC</u>			
Proposal	✓	✓			
Signature Page – Addenda Acknowledged if applicable	✓	✓			
Non-Collusion Declaration	--	--			
Proposal Bond (5%)	--	--			
Statement of Bidders Qualifications	✓	✓			
Statement of Proposed Subcontractors	--	--			
Subtotal Base Bid	\$196,800.00	\$232,400.00			
Subtotal Bid Additive Alternative A1	\$40,160.00	\$46,480.00			
Washington State Sales Tax @ 9.0%	\$21,326.40	\$25,099.20			
TOTAL BASE BID AMOUNT	\$258,286.40	\$303,979.20			

A total of 2 bids were received for the Grinder Pump Replacement(s) project. Project Manager Joel Goodwin has reviewed the bid results and recommends that the City Council award this contract to the apparent low bidder, Correct Equipment Inc. in the base bid amount of \$196,800.00. City staff will consider adding Alternative A1 to the award.

**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 Correct Equipment, Inc, a Washington State 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 Grinder Pump Replacement(s) Project (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work, City Hall Existing Drawings, and Standard Detail (Attachment A)
- 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 related to year one of this contract within seven (7) days after the City issues a written Notice to Proceed and shall complete the work prior to December 31, 2021. The Contractor shall commence work related to year two of this contract within seven (7) days after January 1, 2022 and shall complete the work prior to December 31, 2022. 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 Two Hundred Fifty-Eight Thousand, Two Hundred Eighty-Six Dollars and Forty Cents (\$258,286.40), 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. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City’s final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor’s work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. 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.

11. Change Order/Contract Modification.

11.1 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.

11.2 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.

11.3 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.

11.4 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).

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

11.6 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.

12. 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.

13. 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.

14. 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.
- Contractors Pollution Liability as described in Attachment B.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

CORRECT EQUIPMENT, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, 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
GRINDER PUMP REPLACEMENT(S) PROJECT

The City is in need of a licensed contractor in Washington State that has experience in the removal and installation of E-One Grinder Pumps. The City has approximately 180 E-One Grinder Pumps and many of which have reached their maximum lifespan. The City needs to begin replacing the older grinder pumps including the grinder pump electrical panels. The older grinder pumps will be replaced with E-One's D200 pump and E-One's Sentry Protect Plus Panel. The Contractor shall be responsible for completing all necessary work including: electrical, plumbing, dirt work, and restoration of all disturbed landscaping. The Contractor shall also obtain all necessary permits (if necessary) to complete the project.

The removal and installation (see bid item 3 & 4) of the grinder pump and panel shall be completed within 4 hours and the residence sewer service shall be offline no more than 4 hours. If the residence sewer needs to be offline longer than 4 hours the contractor shall provide a Sani-Can at the residence.

The replacements shall be coordinated through the City's Project Manager and the Contractor will need to work closely with the Project Manager to ensure organization is maintained throughout the project.

This project will take course over a two-year period, ending 12/31/2022. One half of all work for this project must be completed between the date of commencement and 12/31/2021. The second half of all work for this project must be completed between 1/1/2022 and 12/31/2022. The Project Manager will specify the work to be completed within each year of the contract.

Upon the completion of each year of the contract, the Contractor shall provide in a format specified by the Project Manager a progress report detailing the work completed during that year. This progress report is due thirty (30) days after the end of each year.

Bid Item 1: Mobilization & Demobilization

Mobilization and demobilization consist of preconstruction expenses and the costs of preparatory work, travel, and any disposal costs prior to or during the construction projects. The existing grinder pump and electrical panel must be disposed of at a proper location.

Deliverable: All preconstruction expenses and disposal costs.

Payment: "Mobilization & Demobilization" Lump Sum.

Bid Item 2: Remove Existing Grinder Pump & Panel

This bid item consists of removing the existing E-One grinder pump and panel. The Contractor is responsible for all dirt work, plumbing, electrical and any other labor associated with the removal of the grinder pump and panel.

Deliverable: Remove existing grinder pump and panel.

Payment: “Remove Existing Grinder Pump & Panel” Each.

Bid Item 3: Install E-One Sentry Protect Plus Panel

This bid item consists of installing an E-One Sentry Protect Plus alarm panel. The Contractor is responsible for all labor and materials including all electrical work to complete the panel install. All electrical work shall be installed to local code.

Deliverable: Install E-One Sentry Protect Plus Panel

Payment: “Install E-One Sentry Protect Plus Panel” Each.

Bid Item 4: Install New E-One D200 Grinder Pump

This bid item consists of installing an E-One D200 Grinder Pump. The Contractor is responsible for all labor and materials including all electrical and plumbing in order to complete the grinder pump install.

Deliverable: Install E-One D200 Grinder Pump

Payment: “Install New E-One D200 Grinder Pump” Each.

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 and Commercial General Liability 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 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. 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.

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: _____

CITY OF BAINBRIDGE ISLAND
280 Madison Avenue N
Bainbridge Island, Washington 98110

Subject: Grinder Pump Replacement(s)

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems, and apparatus done and performed in connection with the above-referenced Project to be free from defects in materials and workmanship for a period of **two (2) years** from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island (“City”) shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City shall in no way be deemed a waiver by the City of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of the State of Washington pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work related to the Project due to normal use or abuse of the work by the City.

Contractor Signature

Date

Print – Company Name – Title

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 Grinder Pump Replacement(s) 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 _____, 20__, for the construction of the **City of Bainbridge Island's Grinder Pump Replacement(s) 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 _____, 20__.

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 _____, 20____, for the construction of the **City of Bainbridge Island, Grinder Pump Replacement(s) 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 _____, 20__.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment - Public Works,

SUMMARY: The Dry Fire Sprinkler System Replacement contract is for removal and replacement of approximately 1,900' of steel dry fire system pipe located under a steel canopy that houses the City's Operations & Maintenance equipment.

This item will be added as a new project to the City's Capital Improvement Plan through separate legislative action.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$54,260.20
Ongoing Cost:	
One-Time Cost:	\$54,260.20
Included in Current Budget?	No

BACKGROUND: This work includes the Contractor to perform all labor and materials necessary to properly remove and replace approximately 1,900' of pipe, as well as replace fittings, hangers, and sprinkler heads, and install bird netting. The steel dry fire system pipe is located under a steel canopy that houses the city's Operations & Maintenance equipment.

The work is unplanned, as the system deficiencies were identified during other routine work on the facility late in 2020. Upon further inspection of the deficiencies, a significant amount of pipe deterioration was discovered, indicating that the system had reached its design life and needed to be replaced in its entirety. This work is being prioritized over other work due to the life and asset-safety nature of the facility. Upon approval of the proposed budget amendment, this item will be added to the next Capital Improvement Plan update.

Bids were solicited through the Municipal Research Services Center (MRSC) Small Works Roster process and the City received 3 bids. See attached bid form. City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the Dry Fire Sprinkler System Replacement contract to the apparent low bidder, Red Hawk Fire Protection, LLC in the amount of \$54,260.20.

ATTACHMENTS:

[BID FORM.docx](#)

[LPW Contract Dry Fire Sprinkler System.docx](#)

FISCAL DETAILS: A budget amendment of \$25,000.00 from the general fund will be needed to support the Dry Fire Sprinkler System Replacement project. A proposed budget amendment is included in the first quarter budget adjustment reporting for 2021.

The balance of the required funding (approximately \$35,000.00) is available in the Public Works Repair and Maintenance Budget due to deferral of the HVAC upgrade project, which will now move forward when staff resources and budget are available in 2022.

Fund Name(s): General Fund

Coding: MUNIS Project # 01163



City of Bainbridge Island
Public Works Department – Operations & Maintenance

DRY FIRE SPRINKLER SYSTEM REPLACEMENT

Bid Opening Date: April 15, 2021

Bids Open @ 10:00 a.m.

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: \$45,000.00.	Red Hawk Fire Protection, LLC	Fox Fire Prevention, Inc.	McKinstry Co, LLC		
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	\$54,260.20	\$96,871.57	\$92,525.74		

A total of 3 bids were received for the DRY FIRE SPRINKLER SYSTEM REPLACEMENT. Project Manager, Joel Goodwin, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Red Hawk Fire Protection in the amount of \$54,260.20.

**CITY OF BAINBRIDGE ISLAND
LIMITED PUBLIC WORKS CONTRACT**

THIS LIMITED PUBLIC WORKS CONTRACT (“Contract”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”) and Red Hawk Fire Protection, LLC, a Washington State limited liability corporation (“Contractor”).

In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (each individually a “Party” and collectively 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 accordance with this Contract and to the satisfaction of the City, the public works project known as the Dry Fire System Replacement (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Insurance Requirements (**Attachment A**)
- Declaration of Retainage (**Attachment B**)
- Certification of Compliance with Wage Payment Statutes (**Attachment C**)
 - 1.Scope of Work (**Attachment D**)
 - 2.Schedule of Prevailing Wages
(see <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>)

2. **Notice to Proceed; Time of Completion.** This Contract shall become effective upon execution by both Parties. 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 Fifty-Four Thousand, Two Hundred Sixty Dollars and Twenty Cents (\$54,260.20), including 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. The Contractor shall complete **Attachment B** to this Contract.

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. The Contractor shall complete **Attachment C** to 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. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City’s final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor’s work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. The Contractor shall be responsible for correcting all defects in performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the 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.

11. Change Order/Contract Modification.

11.1 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.

11.2 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.

11.3 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.

11.4 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).

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

11.6 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.

12. 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.

13. 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.

14. Insurance. The Contractor shall maintain the insurance described in **Attachment A**:

15. Payment and Performance Bonds. The City waives the payment and performance bond requirements of chapter 39.08 RCW for this Contract pursuant to RCW 39.04.155(3). Although the City is waiving these bond requirements for this Contract, the City retains its right of recovery against the Contractor for any payments made on the Contractor's behalf, as provided in RCW 39.04.155(3).

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (**Attachment D**) 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 D**) 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

RED HAWK FIRE PROTECTION, LLC

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) 842-1212
Fax: (206) 780-5104

CONTRACTOR CONTACT:

Print Name: _____
Address: _____

Phone: _____
Fax: _____
Contractor License #: _____

**ATTACHMENT A
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. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be as least at 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.

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 \$2,000,000 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, and Commercial General Liability 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 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. 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 B

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: _____

ATTACHMENT C
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date April 1, 2021 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.*

ATTACHMENT D
PROJECT – SCOPE OF WORK
DRY FIRE SYSTEM REPLACEMENT

The City is in need of a licensed contractor to perform the removal and installation of a new dry fire system at the City of Bainbridge Islands Operations and Maintenance Facility. The City has approximately 1900 feet of steel dry fire system pipe that has gone bad and needs replacement. The dry fire system is located under a steel canopy that houses the city's operations and maintenance equipment. The Contractor shall be responsible for performing all labor and materials (including any necessary permits) to properly remove and replace the existing dry fire system. The Contractor shall install the system per manufactures recommendation and to the city fire code. The contractor shall coordinate all work with the City contact.

Bid Item 1: Mobilization & Demobilization

Mobilization and demobilization consist of all pre and post construction expenses including any preparatory work, travel, and any other costs prior to or after the construction project.

Deliverable: All pre and post construction expenses.

Payment: "Mobilization & Demobilization" Lump Sum.

Bid Item 2: Remove Existing Dry Fire System

This bid item consists of removing the existing dry fire system. The contractor will be responsible for the removal and the disposal of approximately 1900 feet of deteriorated dry fire sprinkler pipe and all other related fittings, hangers, and sprinkler heads attached to the system.

Deliverable: Remove approximately 1900 feet of existing dry fire system pipe

Payment: "Remove Existing Dry Fire System" Lump Sum.

Bid Item 3: Install 420 Feet of 4" Galvanized Schedule 10 Dry Fire Sprinkler Pipe

This bid item consists of installing approximately 420 feet of 4" galvanized schedule 10 dry fire sprinkler main. The contractor will be responsible for all labor and materials including any fittings, hangers, and pipe. to complete the installation of the dry fire sprinkler main.

Deliverable: Install 420 Feet of 4" Galvanized Schedule 10 Dry Fire Sprinkler Pipe including any fittings, hangers and pipe

Payment: "Install 420 Feet of 4" Galvanized Schedule 10 Dry Fire Sprinkler Pipe" Lump Sum.

Bid Item 4: Install 1200 Feet of 1” Galvanized Schedule 10 Dry Fire Sprinkler Pipe

This bid item consists of installing approximately 1200 feet of 1” galvanized schedule 10 dry fire sprinkler branch line. The contractor will be responsible for all labor and materials including any fittings, hangers, and pipe to complete the installation of the dry fire sprinkler branch lines.

Deliverable: Install 1200 Feet of 1” Galvanized Schedule 10 Dry Fire Sprinkler Pipe including any fittings, hangers, and pipe

Payment: “Install 1200 Feet of 1” Galvanized Schedule 10 Dry Fire Sprinkler Pipe” Lump Sum.

Bid Item 5: Install 144 New Sprinkler Heads

This bid item consists of installing 144 new sprinkler heads. The contractor will be responsible for all labor and materials including any fittings, hangers, and pipe to complete the installation of the sprinkler heads.

Deliverable: Install 144 new sprinkler heads including any fittings, hangers, and pipe

Payment: “Install 144 New Sprinkler Heads” Lump Sum.

Bid Item 6: Remove and Replace 19,000 Square Feet of Bird Netting

This bid item consists of removing and replacing 19,000 square feet of bird netting located under the Operations and Maintenance steel canopy.

Deliverable: Remove and replace 19,000 square feet of bird netting.

Payment: “Remove and replace 19,000 square feet of bird netting” Lump Sum.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution 2021-09 relating to Multifamily Tax Exemption (MFTE) Designation Areas - Planning,

SUMMARY: On May 4, 2021, the City Council considered the Planning Commission's policy recommendations on a 12-year MFTE program and the taxing implications of adopting a MFTE program. At that briefing, the Council confirmed that the City should move forward with developing both a 12 and 20-year MFTE program.

RCW 84.14.040 requires a public hearing on an area proposed as designation area(s), where properties would be eligible to apply to a future MFTE program. The City Council directed staff to move forward with scheduling a public hearing on the same areas that the Planning Commission recommended for a future City MFTE program, which are:

The Winslow Master Plan Study Area;
The Winslow Sewer System Service Area; and
Within the Lynwood Center area: properties which have zoning of Neighborhood Center (NC), NC/R-12, and R-5.

See area maps in Exhibits A and B to Resolution 2021-09 (attached).

After holding a public hearing on proposed MFTE designation areas, the City Council would consider a new ordinance to create a MFTE program at future City Council meetings, which will require another public hearing on an ordinance.

RCW 84.14.040(2) authorizes the City Council to adopt a resolution of intention to designate MFTE program areas and to notify the public about details for the public hearing on the designation areas. Resolution No. 2021-09 is included with this agenda item to so state that intention to adopt the areas described above, and to provide details about a June 8, 2021 public hearing.

AGENDA CATEGORY: Resolution

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

Amount:

Ongoing Cost:

One-Time Cost:	
Included in Current Budget?	

BACKGROUND: Washington state statutory law allows local governments to adopt a MFTE program as described in Chapter RCW 84.14 RCW. The purpose of this program is to encourage the development and redevelopment of multifamily and affordable housing by granting a property tax exemption for qualifying projects for a period of 8, 12, or 20 years. The exemption is a partial property tax exemption on the value of residential improvements for qualifying MFTE housing developments, and does not apply to the value of land or any non-residential development.

A Joint City Council/Planning Commission land use subcommittee met in the Summer and Fall of 2020 and presented a list of recommended priority code changes to the Council on October 13, 2020, including adoption of a 12-year MFTE Program. The Council endorsed the priority code changes and recommended the work be forwarded to the Planning Commission for immediate legislative work.

After the Council direction to the Planning Commission, the Commission's Affordable Housing Subcommittee (Commissioners Quitslund, Blossom, and Paar) met to discuss what MFTE program elements to recommend to the full Planning Commission, and drafted a transmittal memo for the Commission to include with their eventual recommendation to the City Council.

At their meetings on January 14 and 28, 2021, the Planning Commission discussed the following MFTE program elements:

1. Potential MFTE designation or eligibility areas - where should the program be available to properties?
2. MFTE project threshold - what is the minimum number of multifamily units that will be required in order to enroll in a future MFTE program? The state minimum project eligibility threshold is four multifamily residences.
3. Should a City MFTE program be available to both rental and homeownership projects, as allowed under state law?

At the January 28, 2021 meeting, the Planning Commission came to the preliminary recommendations on these program elements, and in general, the consensus was to make a MFTE program as widely available as possible (see motion included with this item). The Commission's Affordable Housing Subcommittee submitted a memo for review by the full Planning Commission at the January 28 meeting. The memo would support the Planning Commission policy recommendations to the City Council. At that meeting, Commissioners requested revisions to the memo prior to finalizing their policy recommendations.

On February 11, 2021, the Planning Commission finalized their transmittal memo to the City Council (see attached) and unanimously passed the motion below related to recommended MFTE program elements.

Motion: I move to forward the following policy recommendations and attached supporting memo to the City Council related to adopting a Multifamily Property Tax Exemption program:

1. That the following areas be considered for the MFTE designation/eligibility areas:

All properties either within the Winslow Master Plan Study Area, or the Winslow Sewer System Service Area, or both and within the Lynwood Center area, which have zoning of Neighborhood Center (NC), NC/R-12, and R-5.

2. That the project eligibility threshold be four multifamily residences.

3. That a future City MFTE program be applicable to both rental and ownership units.

ATTACHMENTS:

[Resolution No. 2021-09 Intent to Designate MFTE Eligible Areas](#)

[Resolution No. 2021-09 Exhibits A and B](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-09

A RESOLUTION of the City of Bainbridge Island, Washington, relating to stating the City’s intention to designate certain areas in which a City of Bainbridge Island Multifamily Property Tax Exemption program would apply, to include the Winslow Master Plan Study Area, Winslow Sewer Service Area, and in the Lynwood Center Area, the NC, NC/R-12, and R-5 zones.

WHEREAS, Washington State law authorizes the City Council to adopt a Multifamily Property Tax Exemption (“MFTE”) program as described in Chapter 84.14 RCW, and the purpose of this program is to encourage the development and redevelopment of multifamily and affordable housing by granting a property tax exemption; and

WHEREAS, adopting a MFTE program has been planned and was recommended in the 2017 Comprehensive Plan Housing Element and the 2018 Affordable Housing Task Force Final Report Recommendation; and

WHEREAS, a Joint City Council/Planning Commission land use subcommittee met in the Summer and Fall of 2020 and presented a list of recommended priority code changes to the Council on October 13, 2020 that included adopting a 12-year MFTE Program, and the City Council approved the list and recommended that it be forwarded to the Planning Commission for legislative work; and

WHEREAS, the Planning Commission discussed the MFTE program at their meetings on January 14 and 28, 2021, and at the February 11, 2021 meeting, the Planning Commission completed their recommendation on MFTE program elements to the City Council, including a recommendation on proposed designation areas in which a City MFTE program should apply; and

WHEREAS, at the City Council meeting on May 4, 2021, the Council received an overview of state law related to the MFTE program and the Planning Commission recommendation on program elements for a future MFTE program, including recommended MFTE designation areas (i.e., areas in which the program would apply);

WHEREAS, at the May 4, 2021 meeting, the City Council approved a motion to move forward with development of 12-year and 20-year MFTE program; and

WHEREAS, at the May 4, 2021 meeting, the City Council approved a motion to move forward with setting the date of a public hearing for June 8, 2021 for the designation areas recommended by the Planning Commission for a City of Bainbridge Island MFTE program, as required by RCW 84.14.040; and

WHEREAS, at its May 11, 2021 meeting, the City Council considered and adopted this resolution of intention to so designate MFTE designation areas, as authorized by RCW 84.14.040(2).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES RESOLVE AS FOLLOWS:

Section 1. The City Council will hold a public hearing on June 8, 2021 as part of the Council’s regular meeting that begins at 6:00 PM to receive public comment on the proposal to designate the following areas as designation areas in which a City of Bainbridge Island MFTE program would apply, such that development projects would be eligible to participate in such a MFTE program:

Winslow Master Plan Study Area;
Winslow Sewer Service Area; and
In the Lynwood Center Area, the NC, NC/R-12, and R-5 zones.

Section 2. Attached hereto and incorporated herein are Exhibits A and B, which are maps of the proposed designation areas.

Section 3. This resolution will take effect immediately upon passage.

PASSED by the City Council this _____ day of May 2021.

APPROVED by the Mayor this _____ day of May 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

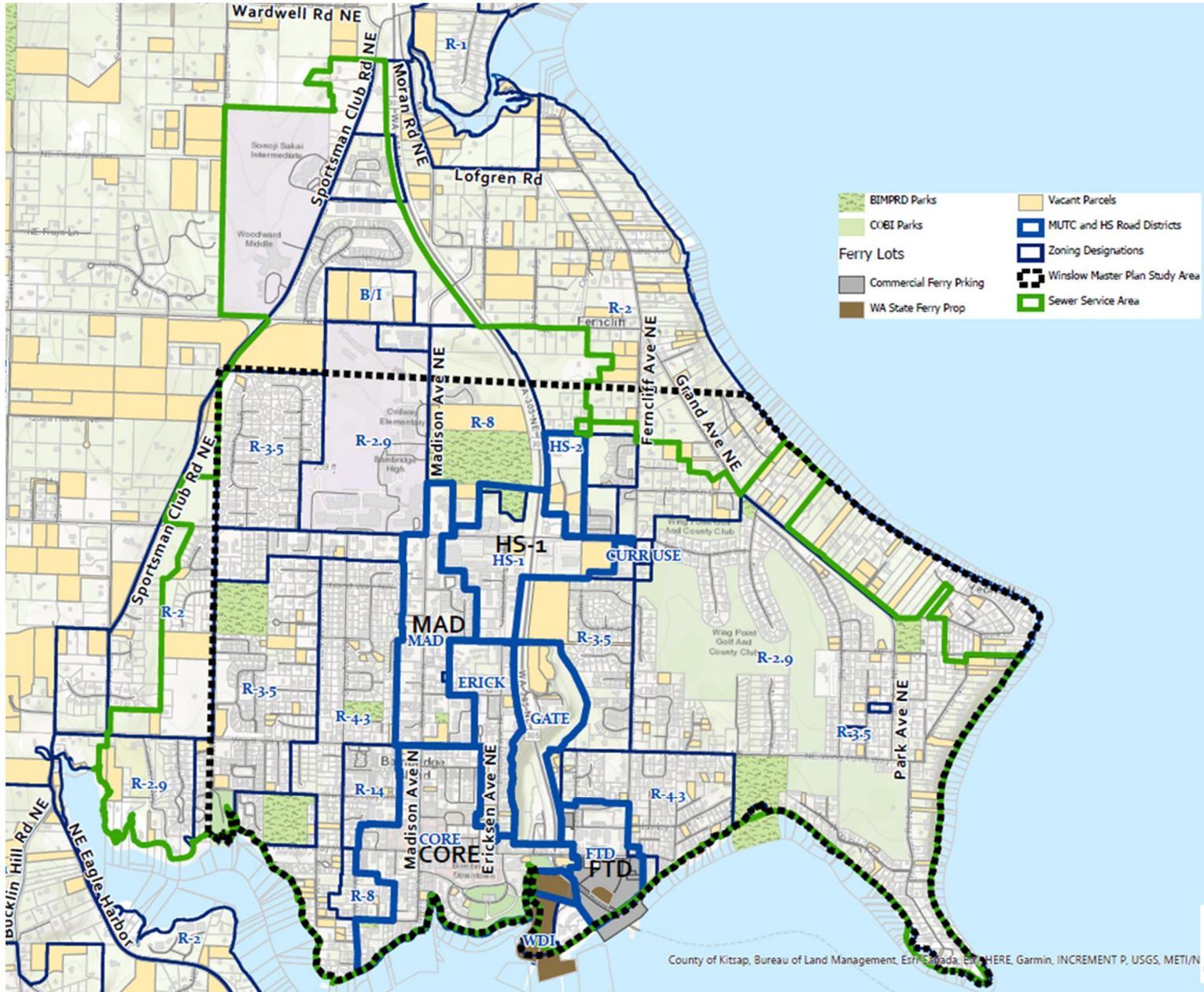
FILED WITH THE CITY CLERK: May 7, 2021
PASSED BY THE CITY COUNCIL: _____, 2021
RESOLUTION NO.: 2021-09

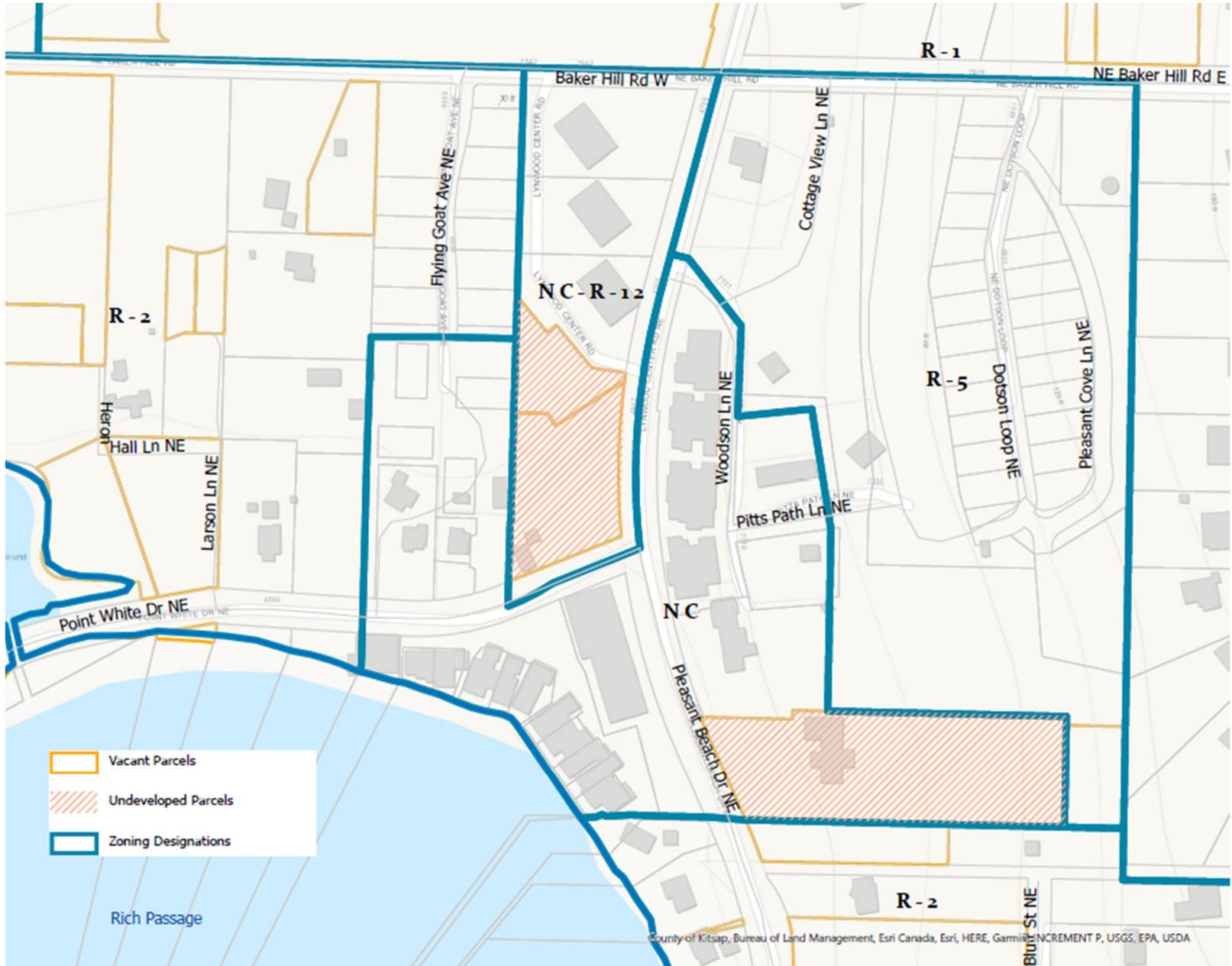
Attachments:

EXHIBIT A: Map of Winslow Master Plan Study Area and Winslow Sewer Service Area

EXHIBIT B: Map of the Lynwood Center Area, showing the NC, NC/R-12, and R-5 zones

EXHIBIT A to Resolution No. 2021-09







CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,

SUMMARY: This agenda item is for the City Council to consider amendments to the City's 2021 revised budget and corresponding updates to the Capital Improvement Plan. Included with this item is a consolidated Ordinance capturing decisions which have been made previously by the Council for the first quarter budget amendments.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	
Ongoing Cost:	\$200,000.00
One-Time Cost:	\$706,602.00
Included in Current Budget?	No

BACKGROUND: Please see the attached transmittal memo for a detailed overview of all requested items.

ATTACHMENTS:

[2021 1st QTR BUA Transmittal Memo.docx](#)

[ORD 2021-15 2021 1st QTR Budget and CIP Amendments - Final.docx](#)

[Ord 2021-15 Attachment A - Q1 Budget Amendments.pdf](#)

FISCAL DETAILS: General Fund total expenditure increase is \$520,602. Street Fund total expenditure increase is \$71,000. Transportation Benefit Fund total expenditure increase is \$130,000. Capital Construction Fund total expenditure increase is \$40,000. Water Fund total expenditure increase is \$110,000. Stormwater Fund total expenditure increase is \$35,000.

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: May 11, 2021

To: City Council
Ellen Schroer, Interim City Manager

From: Kim Dunscombe, Budget Manager

Subject: 1st Quarter Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with first quarter budget amendments. The proposed ordinance also includes an amendment to the 2021 – 2026 Capital Improvement Plan. The following 15 budget amendments are proposed:

Capital Requests – 3 items, Total of \$150,000

- Dry Fire Sprinkler Replacement – In December 2020, a leak developed in the dry fire protection sprinkler piping system for the vehicle storage area at the Public Works O&M Facility. An investigation revealed the piping system was beyond repair and in need of total replacement. Total project cost is \$60,000. Funding for part of this project will come from the deferral of City Hall HVAC repair which is \$35,000. This request is for the remaining \$25,000.
- Country Club Bulkhead Reconstruction Project – In the 2019-2020 Revised Budget this operating project was planned for construction in 2020. As work progressed, it became clear this qualified as a capital project. Through the 2021-2026 Capital Improvement Plan development, Council made a motion to postpone this project until 2023. Therefore, this project has no funding in 2021. However, since the project started in 2019, staff has spent a considerable amount of time and professional services for project design required to continue for the application of Army Corps of engineer permit. This \$15,000 request would allow design work that is almost complete to continue and be completed in 2021.
- Winslow Fire Flow Improvements – As part of the street and utility work planned for the east side of Wyatt Way in conjunction with the Wyatt Way Reconstruction Project and the Annual Drainage Projects, the staff have identified a critical water main replacement/upgrade that could be efficiently added to the scope of work. Construction

funding for this project is included in the CIP, but staff is requesting shifting budget of \$110,000 from 2022 to fund the project in the current year. Total project cost does not change.

Operating Request –11 items, \$756,602

- Business Grants – On February 23, 2021 Council authorized a budget amendment for a total of \$210,000 for the following items:
 - Establish a Bainbridge Island Small Business Relief Program in the amount of \$200,000.
 - An agreement with Kitsap Economic Development Alliance to administer the Bainbridge Island Small Business Relief Program in the amount of \$5,000.
 - An additional \$5,000 for outdoor venue purchases.
- Council Salary – In a letter from the Salary Commission to City Council dated April 19, 2021 the Salary Commission legally determined, effective immediately, all Members of City Council salary should be \$36,000 per year and each Council-elected Mayor shall receive \$48,000 per year. A budget amendment in the amount of \$200,000 is required to cover additional salaries and associated benefits.
- City Hall Repairs – On April 13, 2021 Council approved a budget amendment in the amount of \$20,602 for needed additional services related to roof repair design, submittal review, engineers' estimate, change order evaluation, and inspection. Also, on April 13th, Council approved a budget amendment in the amount of \$70,000 for additional car decking, plywood, and insulation in the lower roof area which was found to have water damage due to a leaking mid-roof gutter and flashing.
- Council Chamber Broadcasting Upgrades – In the process of upgrading the audio-visual control room in the Chambers, staff discovered required upgrades to Extron equipment, which is a piece of hardware that tells the system what information is to feed the broadcasts. Staff also identified the need for new monitors on the dais. In addition, we added a new "Zoom hybrid" capability to the Chambers. This \$25,000 adjustment allows meeting participants to attend meetings from in the Chambers, or remotely via Zoom, with both types of attendees appearing on the meeting broadcasts/recordings. These upgrades are funded with Public, Education & Government (PEG) restricted cable fee revenue.
- BI Parks Interlocal Agreement – On January 26, 2021 Council authorized a budget amendment in the amount of \$20,000 to support activities associated with execution of the Interlocal Agreement (ILA) between the City and Bainbridge Island Parks District. The ILA is a partnership intended to share resources and create efficiencies in performing certain trail construction and maintenance, native planting and shoreline restoration, landscaping, mowing, weeding, and other similar operations and functions.
- Sustainable Transportation Plan – On April 27, 2021 Council authorized a budget amendment in the amount of \$38,500 for the design professional services agreement associated with the City's sustainable transportation plan. The amendment is needed for additional meetings with the Task Force and the Technical Advisory Committee, and to extend the timeframe of the contract through September 2021.

- Safer Routes to School – On January 26, 2021 Council approved a budget amendment in the amount of \$7,500 for a proposed plan that would ease congestion associated with the return-to-school plan. The proposed spending was from the Council Contingency budget within the General Fund. Spending for this project is transportation related, and therefore spent out of the Street Fund. This request increases Street Fund budget and reduction of the Council Contingency budget by \$7,500.
- Traffic Calming Solar Powered Speed Signs – On March 9, 2021 Council approved a budget amendment in the amount of \$70,000 for the purchase of 11 solar powered radar speed signs to reduce vehicle speeds in locations where speeding has been identified as a concern and there is a high presence of pedestrians and bicyclists.
- Grow Avenue Traffic Calming Design and Traffic Calming Handbook – On March 23, 2021 Council authorized a budget amendment in the amount of \$35,000 for the following three items;
 - \$15,000 for the development of an Island-specific traffic calming handbook for reference in the development of neighborhood traffic calming projects.
 - \$10,000 for community engagement and a preliminary analysis of traffic calming options for Grow Avenue.
 - \$10,000 for a preliminary analysis of traffic calming and safety enhancements at the Grand Forest Miller Road crossing
 - And formal solicitation of traffic calming requests from the community for evaluation later in the year.
- Madison Ave Non-motorized and Utility Project – On March 23, 2021 Council authorized a budget amendment in the amount \$25,000 for the evaluation of combining three priority projects (Madison Sidewalk, Village Basin Sewer Improvements, and Madison Reconstruction) into one project for cost efficiencies and to mitigate limitations on staff resources by focusing on a series of improvements along one corridor in a single project.
- Yeomalt Emergency Stormwater Repair – Resolution 2021-06 Proclaiming and Declaring an Emergency at NE Yeomalt Point Drive was approved by Council on February 9, 2021 for \$35,000. Winter storms accelerated the deterioration of existing drainage facilities in NE Yeomalt Point Drive and caused local flooding of the public road and adjacent property and homes. O&M crews provided 24-hour pumping operations.

Technical Request – 1 item, zero budget impact

- Electric Car Charging Station – This item was originally approved for funding during the 2020 Modified Budget process fall of 2019 and was recently approved to continue the project through the 2020 carryforward ordinance. Funding for this project was planned in the General Fund. After further discussion, Finance has determined the Street Fund is more appropriate for this type of project. This request moves spending authority from the General Fund to the Street Fund and does not increase over-all spending.

Thank you for your consideration of these requests.

ORDINANCE NO. 2021-15

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2021-2022 biennial budget and associated provisions of the 2021-2026 Capital Improvement Plan and providing for uses not foreseen at the time the budget was adopted.

WHEREAS, on November 24, 2020, the City Council adopted the 2021-2022 biennial budget via Ordinance No. 2020-31; and

WHEREAS, on February 23, 2021, the City Council adopted funding for carryover items for work funded in 2020 but to be performed in 2021 via Ordinance No. 2021-08; and

WHEREAS, a number of situations have occurred during 2021 which require the City to expend money on items, projects, and categories not included in the 2021 budget and to adjust the 2021-2026 Capital Improvement Plan accordingly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 2020-31 and the 2021 budget, as modified by Ordinance No. 2021-08, are amended as shown in the attached Exhibit A.

Section 2. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City’s 2021-2026 Capital Improvement Plan, the 2021-2026 Capital Improvement Plan is hereby correspondingly amended as to the related expenditures that are the subject of this ordinance, as described and shown in the attached Exhibit A.

Section 3. The City’s Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2021-2022 biennial budget and the 2021-2026 Capital Improvement Plan. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 4. 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 5. 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 30, 2021
PASSED BY THE CITY COUNCIL:	___ __, 2021
PUBLISHED:	___ __, 2021
EFFECTIVE DATE:	___ __, 2021
ORDINANCE NO:	2021-15

Attached: Exhibit A

Exhibit A to Ordinance No. 2021-15

2021 BUDGET AMENDMENTS

Presented to City Council

Approved on May _____, 2021

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Business grants	This item increases appropriation authority and amends the 2021 budget for local business grants approved by Council on February 23, 2021.	General Fund / Finance	\$ 210,000	Increase	No
Council salary Increase	This item increases appropriation authority and amends the 2021 budget for Salary Commission determination to increase Council salaries as stated in a letter from the Salary Commission to City Council dated April 19, 2021.	General fund / City Council	\$ 200,000	Increase	Yes
City Hall Repairs	This item increases appropriation authority and amends the 2021 budget for professional design services and additional car decking, plywood, and insulation for City Hall Repair project as approved by Council on April 13, 2021.	General Fund / Public Works	\$ 90,602	Increase	No
Council Chamber broadcasting upgrades	This item increases appropriation authority and amends the 2021 budget for activities related to the City's computer equipment and various other IT related needs for Council Chamber programming. This project is eligible for PEG funding.	General Fund / Information Tech	\$ 25,000	Increase	No
Interlocal agreement for trail maintenance	This item increases appropriation authority and amends the 2021 revised budget for City of Bainbridge Island and BI Metropolitan Parks & Recreation District for trail construction, maintenance and other activities related to the ILA approved by Council on January 26, 2021.	General Fund / Executive	\$ 20,000	Increase	No
Electric Car Charging Station	This item reduces the General Fund support for the purchase and installation of an electric car charging station. Overall project spending does not change.	General Fund / Public Works	\$ (25,000)	Decrease	No
TOTAL GENERAL FUND EXPENDITURE INCREASE			\$ 520,602		
Sustainable Transportation Plan	This item increases appropriation authority and amends the 2021 budget for amendment No.2 to the Nelson Nygaard design services contract as approved by Council on April 27, 2021.	Streets Fund / Public Works	\$ 38,500	Increase	No
Electric Car Charging Station	This item increases appropriation authority and amends the 2021 budget for the purchase and installation of an electric car charging station. This item was approved as a carry over request from 2020. Finance team has determined the operating expense more appropriately fits in the Streets Fund as opposed to the General Fund where the item was originally budgeted.	Streets Fund / Public Works	\$ 25,000	Increase	No

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Safe Routes to School	This item increases appropriation authority and amends the 2021 budget for the safer routes to school implementation as approved by Council on January 26, 2021. Project spending is in the Street Fund and project funding is from Council contingency budget.	Streets Fund / Public Works	\$ 7,500	Increase	No
	TOTAL STREET FUND EXPENDITURE INCREASE		\$ 71,000		
Traffic calming solar powered speed signs	This item increases appropriation authority and amends the 2021 budget for the purchase of eleven (11) solar powered radar speed signs as approved by Council on March 9, 2021.	Transportation Benefit Fund / Public Works	\$ 70,000	Increase	No
Grow Avenue design and traffic calming handbook	This item increases appropriation authority and amends the 2021 budget for the development of a City traffic calming policy handbook and an associated preliminary design for calming and safety projects on Grow Ave as approved by Council on March 23, 2021.	Transportation Benefit Fund / Public Works	\$ 35,000	Increase	No
Madison Avenue Non-Motorized / Utility project	This item increases appropriation authority and amends the 2021 budget for the concept design options and cost estimates for combining the Madison Ave non-motorized and utility projects as approved by Council on March 23, 2021.	Transportation Benefit Fund / Public Works	\$ 25,000	Increase	No
	TOTAL TRANSPORTATION BENEFIT FUND EXPENDITURE INCREASE		\$ 130,000		
Dry Fire Sprinkler Replacement	This item increases appropriation authority and amends the 2021-2026 CIP for the replacement of the dry fire sprinkler at the Public Works Yard.	Capital Construction Fund / Public Works	\$ 25,000	Increase	No
Country Club Bulkhead Reconstruction	This item increases appropriation authority and amends the 2021-2026 CIP for the permit fee associated with the Country Club Bulkhead Reconstruction project that was postponed to 2023.	Capital Construction Fund / Public Works	\$ 15,000	Increase	No
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		\$ 40,000		
Winslow Fire Flow Improvements	This item increases appropriation authority and amends the 2021-2026 Capital Improvement Plan for the Winslow Fire Flow Improvement capital project. This request moves project spending forward from 2022 to 2021. This request does not increase project spending in total.	Water Fund / Public Works	\$ 110,000	Increase	No
	TOTAL WATER FUND EXPENDITURE INCREASE		\$ 110,000		

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Yeomalt Emergency Repair	This item increases appropriation authority and amends the 2021 budget for the drainage pipe repair required on NE Yeomalt Point Drive. Resolution 2021-06 Proclaiming and Declaring an Emergency at NE Yeomalt Point Drive and Approving Emergency Work was approved by Council on February 9, 2021.	Stormwater Fund / Public Works	\$ 35,000	Increase	No
	TOTAL STORMWATER FUND EXPENDITURE INCREASE		\$ 35,000		
	TOTAL BUDGET AMENDMENTS		\$ 906,602		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2021-08 Updating the Governance Manual - Executive,

SUMMARY: The City Council will consider Resolution No. 2021-08, which would update the Governance Manual based on direction from the Council relating to Council meeting procedures and policies regarding disruptive conduct and speech.

AGENDA CATEGORY: Resolution

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:

[Resolution No. 2021-08 Updating the Governance Manual.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-08

A RESOLUTION of the City of Bainbridge Island Amending the Manual of City Governance Policies, Procedures and Guidelines for the Council-Manager Form of Government.

WHEREAS, the City Council desires that the City’s government be transparent and accountable to the public; and

WHEREAS, written principles, policies, and procedures best assure an atmosphere conducive to principled, accountable, and transparent governance; and

WHEREAS, the City Council seeks to govern in a manner that is responsive to the community, in collaboration with City management, and in a business-like and professional manner; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 2020-15, adopting the most recent version of the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines”; and

WHEREAS, constitutional law identifies certain speech or behavior as disruptive to City business; and

WHEREAS, in 2019, the Washington State Legislature found, among other findings set forth in RCW 9A.36.078, that crimes and threats against persons because of their race, color, religion, ancestry, national origin, gender, sexual orientation, gender expression or identity, or mental, physical, or sensory disabilities are serious and increasing; and

WHEREAS, disruptive speech or behavior discourages inclusion and participation of all members of the community at City Council meetings; and

WHEREAS, disruptive speech or behavior prevents the City Council from carrying out its duties to the members of the community of Bainbridge Island at City Council meetings; and

WHEREAS, disruptive speech or behavior is not relevant to good governance of the community of Bainbridge Island.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby amends the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines” as follows:

5.6 Respect and Decorum

It is the duty of the Presiding Officer and Councilmembers to maintain dignity and respect for their offices, City staff, and the public. While the Council is in session, the Councilmembers shall preserve civility, order, and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt, or interrupt the proceedings of the Council, nor ~~disparage any person while speaking~~ engage in

any of the prohibited behavior described below. Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1. Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a point of order by the Presiding Officer or a Councilmember pursuant to the Council's parliamentary rules, or a recess, forced removal, or adjournment as described elsewhere in this manual. Disruptive behavior includes, but is not limited to, the following:

- (a) Speaking without being recognized by the Presiding Officer.
- (b) Continuing to speak after the allotted time has expired.
- (c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.
- (d) Throwing objects.
- (e) Speaking on an issue that is not within the jurisdiction of the City Council or is otherwise irrelevant to Council business.
- (f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.
- (g) Impersonating a City Councilmember or a member of the City staff.
- (h) Shouting or otherwise engaging in loud or boisterous behavior.
- (i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.
- (j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.
- (k) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered "fighting words" under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2. Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and introduction by the Presiding Officer of the meeting.

Section 2. This resolution shall take effect immediately upon its passage.

PASSED by the City Council this _____ day of May, 2021.

APPROVED by the Mayor this _____ day of May, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: May 6, 2021
PASSED BY THE CITY COUNCIL: _____, 2021
RESOLUTION NUMBER: 2021-08



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: Ordinance No. 2021-16 Updating the City Advisory Board, Commission, Committee, and Task Force Member Appointment and Confirmation Process - Executive,

SUMMARY: The City Council will consider approval of Ordinance No. 2021-16, which would update the appointment and confirmation process and make related changes to Chapter 2.01 and other chapters of the Bainbridge Island Municipal Code related to City advisory boards, commissions, committees, and task forces.

AGENDA CATEGORY: Ordinance

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: The City Council last considered this item on May 11, 2021. At that time, the Council identified a revision to Section 16 of proposed Ordinance No. 2021-16 related to BIMC 16.24.060.A. (i.e., an unnecessary last sentence), and that revision is incorporated into the version of Ordinance No. 2021-16 that is attached with this current agenda item.

Also, in response to a Council inquiry at the May 11 meeting, the following is a listing of the specific City advisory groups that this ordinance impacts (in addition to the Ethics Board, which is subject to a similar change to the Ethics Program -- see below):

- Section 2: BIMC 2.14.020.C.1. Planning Commission
- Section 3: BIMC 2.14.040.A.1. Design Review Board
- Section 4: BIMC 2.16.210.E.1. Subarea Planning Steering Committee
- Section 5: BIMC 2.32.010.A. Multi-Modal Transportation Advisory Committee

- Section 6: BIMC 2.33.010.A. Utility Advisory Committee
- Section 7: BIMC 2.35.010.A. Marine Access Committee
- Section 8: BIMC 2.36.010.A. Environmental Technical Advisory Committee
- Section 9: BIMC 2.37.010.A. Climate Change Advisory Committee
- Section 10: BIMC 2.40.040.A. Kitsap County Consolidated Housing Authority Board of Commissioners
- Section 11: BIMC 2.41.010.A. Human Services Funding Advisory Task Force
- Section 12: BIMC 2.43.010.A. Cultural Funding Advisory Task Force
- Section 13: BIMC 2.72.030.A. Race Equity Advisory Committee
- Section 14: BIMC 2.74.010.A. Salary Commission
- Section 15: BIMC 3.65.040 Lodging Tax Advisory Committee
- Section 16: BIMC 16.24.060.A. Protection and Preservation of Farmlands and Open Space Selection Committee
- Section 17: BIMC 18.24.020.B.1. Historic Preservation Commission

Additionally, in a related action on May 18, 2021, the Council considered Resolution No. 2021-10, which makes the same changes to the Ethics Board appointment and confirmation process as are being made related to other City advisory groups. However, in that the Ethics Program (which is adopted by resolution) includes a specific provision related to appointments and confirmations to the Ethics Board, the Ethics Program needed to be revised to make that change as above described. On May 18, 2021, the Council forwarded Resolution No. 2021-10 for approval with the consent agenda on May 25, and that resolution will take effect upon the effective date of this Ordinance No. 2021-16.

ATTACHMENTS:

[Ordinance No. 2021-16.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2021-16

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Titles 2, 3, 16, and 18 of the Bainbridge Island Municipal Code to revise the member appointment and confirmation process for City Advisory Committees.

WHEREAS, the City Council has previously created various advisory boards, commissions, committees, and task forces, which are known collectively as “City Advisory Committees,” to provide recommendations to the Council and perform other functions for the City; and

WHEREAS, the City Council now desires to revise the member appointment and confirmation process for City Advisory Committees; and

WHEREAS, the City Council acknowledges that to revise the appointment and confirmation process for City Advisory Committees, a variety of provisions in the Bainbridge Island Municipal Code must be amended relating to that process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new Section 2.01.015, Council Advisory Committee Member Appointment and Confirmation Process, is added to the Bainbridge Island Municipal Code as follows:

2.01.015 Council Advisory Committee Member Appointment and Confirmation Process

- A. Recommendations of appointments of members to City Advisory Committees shall be provided by a member selection panel composed of two or three Council members, including the Council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.
- B. 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.
- C. For City 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.

Section 2. Section 2.14.020.C.1. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

The commission shall consist of seven members, ~~appointed by the mayor and confirmed by the city council~~ and the appointments and confirmations of those members shall be

governed by Chapter 2.01 BIMC. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Section 3. Section 2.14.040.A.1. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a design review board (board) for the city. The design review board shall consist of seven members, ~~who shall be appointed by the mayor and confirmed by the city council and the appointments and confirmations of those members shall be governed~~ by Chapter 2.01 BIMC. Board membership shall include at least one representative with expertise in the following disciplines and/or groups: landscape architecture; urban design; public art committee or local artist; developers; at-large community member; and at least two architects. The members of the design review board shall not be officers or employees of the city or appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

Section 4. Section 2.16.210.E.1. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

Upon the city council's approval to commence the subarea planning process for a designated center or neighborhood, ~~the mayor, with confirmation by the city council, shall appoint~~ a subarea planning steering committee for that designated center or neighborhood ~~shall be appointed, and the appointments and confirmations of those~~ members shall be governed by Chapter 2.01 BIMC. The steering committee shall be comprised of an odd number of members, totaling no more than nine, with the total number of members to be determined by the city council. The majority of the committee shall be comprised of representatives from categories in subsections E.2.a. and E.2.b. of this section. The term of the steering committee members shall be until the completion of the subarea planning process under this chapter. The removal and resignation of members shall be governed by Chapter 2.01 BIMC. Demotion of the chairperson shall be governed by Chapter 2.01 BIMC.

Section 5. Section 2.32.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a multi-modal transportation advisory committee for the city, hereinafter called the committee. The committee shall consist of seven voting members, ~~who shall be appointed by the mayor and confirmed by vote of the city council and the appointments~~ and confirmations of those members shall be governed by Chapter 2.01 BIMC. The membership of the committee should reflect the many interests impacted by transportation decisions, including, without limitation, motorists, pedestrians, bicyclists,

and public transportation users. In addition, the Bainbridge Island Metropolitan Park and Recreation District and the Bainbridge Island School District have expressed a desire to provide liaisons to the committee. Liaisons will be nonvoting members and may be elected officials and/or staff members as selected by Bainbridge Island Metropolitan Park and Recreation District and Bainbridge Island School District, respectively.

Section 6. Section 2.33.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a utility advisory committee for the city, hereinafter referred to as the committee. The committee shall consist of seven voting members, ~~who shall be appointed by the mayor and confirmed by vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC. The members shall not be officers or employees of the city and shall be residents of the city. The members shall not be appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration. Additionally, at least one member of the city council shall serve as an ex officio, nonvoting member of the committee.

Section 7. Section 2.35.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a marine access committee for the city, hereinafter called “the committee.” The committee shall consist of seven voting members, ~~who shall be appointed by the mayor and confirmed by vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 8. Section 2.36.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created an environmental technical advisory committee for the city, hereinafter called the committee. The committee shall consist of nine members, ~~who shall be appointed by the mayor and confirmed by a vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 9. Section 2.37.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a climate change advisory committee for the city, hereinafter referred to as the committee. The committee shall consist of nine members, ~~who shall be appointed by the mayor and confirmed by a vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 10. Section 2.40.040.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

Elected Officials or Appointees. The members of the board of commissioners shall be the board of county commissioners of Kitsap County, the mayor of Port Orchard, Washington, the mayor of Poulsbo, Washington, and a city council member of Bainbridge Island or such persons as the elected officials from those jurisdictions may appoint to serve in their place. The city council of Bainbridge Island will designate one of its members to serve on the board, or the city council may appoint another individual to serve in place of one of the council members-, and the appointment and confirmation of that member shall be governed by Chapter 2.01 BIMC.

Section 11. Section 2.41.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a human services funding advisory task force for the city, hereinafter called the “task force.” The task force shall consist of seven voting members, ~~who shall be appointed by the mayor and confirmed by vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC. Members of the task force shall serve for a single term, to be specified at the time of appointment, that coincides with the city’s work to review proposals for funding from community organizations. A member may be reappointed to a separate, subsequent term, but no member of the task force shall be appointed to more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.

Section 12. Section 2.43.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a cultural funding advisory task force for the city, hereinafter called the “task force.” The task force shall consist of seven voting members, ~~who shall be appointed by the mayor and confirmed by vote of the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC. Members of the task force shall serve for a single term, to be specified at the time of appointment, that coincides with the city’s work to review proposals for funding from community organizations. A member may be reappointed to a separate, subsequent term, but no member of the task force shall be appointed to more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.

Section 13. Section 2.72.030.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

The committee shall consist of a maximum of nine members, ~~who shall be appointed by the mayor and approved by the city council~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 14. Section 2.74.010.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a salary commission for the city. The commission shall consist of seven members, ~~to be appointed by the mayor with the approval of the city council and the~~ appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 15. Section 3.65.040 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

There is created a special fund in the treasury of the city, to be known as the “civic improvement fund.” All taxes collected under this chapter shall be placed in the fund and shall be used for purposes provided for in Chapter 67.28 RCW. Pursuant to Chapter 67.28 RCW, including RCW 67.28.1817, the city council shall appoint a lodging tax advisory committee to advise the city council on the use of the city’s civic improvement funds. The appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC.

Section 16. Section 16.24.060.A. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

A seven-member selection committee shall be appointed within 90 days following the effective date of this chapter. The appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC. The selection committee shall advise the city council in the selection of eligible lands offered for acquisition by their owners. ~~Members shall be nominated by the mayor and approved by the city council.~~

Section 17. Section 18.24.020.B.1. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

The historic preservation commission shall consist of seven members, ~~who shall be appointed by the mayor and approved by the city council in accordance with this chapter~~ and the appointments and confirmations of those members shall be governed by Chapter 2.01 BIMC. The historic preservation commission shall include at least three members who have experience in identifying, evaluating and protecting historic resources and who are selected from among the disciplines of history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law, and real estate, referred to in this chapter as the “professional positions.” An action taken by the historic preservation commission shall not be invalid due to the temporary vacancy of any or all of the professional positions, unless the certification agreement between the city and the State Historic Preservation Office (SHPO) provides otherwise.

Section 18. 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 19. This ordinance shall take effect and be in force five days from and after its passage, approval, 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:	May 6, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NO.	2021-16



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2021-10 Updating the Ethics Program relating to Board Appointments - Executive,

SUMMARY: At the May 11, 2021 City Council meeting, the Council asked the City Attorney's Office to return with a resolution at the next meeting amending the Ethics Program to provide additional clarity related to the applicability to the Ethics Board of the new City advisory group appointment and confirmation process. This resolution clarifies that new amendments to Chapter 2.01 of the Bainbridge Island Municipal Code related to such appointments and confirmations, which amendments are being enacted via Ordinance No. 2021-16, apply to the Ethics Board.

AGENDA CATEGORY: Resolution

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:

[Resolution No. 2021-10.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-10

A RESOLUTION of the City Council of Bainbridge Island, Washington, amending and clarifying the City’s Ethics Program as relates to the appointment and confirmation process for Ethics Board members in accordance with concurrent amendments to Chapter 2.01 of the Bainbridge Island Municipal Code.

WHEREAS, Chapter 2.07 of the Bainbridge Island Municipal Code (“BIMC”) provides that the City Council shall establish, by resolution or ordinance, an Ethics Program for the City of Bainbridge Island; and

WHEREAS, on May 10, 2006, the City Council passed Resolution No. 2006-25, adopting an Ethics Program for the City of Bainbridge Island; and

WHEREAS, the City Council has previously amended the Ethics Program through the passage of Resolution Nos. 2011-07, 2011-13, 2012-11, 2018-10, 2019-26, and 2020-13; and

WHEREAS, the City Council now desires to further update and clarify the Ethics Program to amend the method of appointment and confirmation for Ethics Board members, as set forth in a new provision of the Bainbridge Island Municipal Code, BIMC 2.01.015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES RESOLVE AS FOLLOWS:

Section 1. Article V, Section A.3.a. of the City of Bainbridge Island Ethics Program is hereby amended to read as follows.

- a. ~~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~~The appointments and confirmations of members of the Ethics Board shall be governed by Chapter 2.01 BIMC.

Section 2. Effective Date. This resolution shall take effect upon the effective date of Ordinance No. 2021-16.

PASSED by the City Council this _____ day of May, 2021.

APPROVED by the Mayor this this _____ day of May, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

May 13, 2021
_____, 2021
2021-10



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME:

AGENDA ITEM: Kitsap Transit Letter of Support for North Base Heavy-Duty Maintenance Facility

SUMMARY: At the May 18, 2021 study session, Councilmember Schneider mentioned that Kitsap Transit will be submitting an application to the U.S. Department of Transportation FY2021 Raise program and have asked for a letter of support for their grant application for the North Base Heavy-Duty Maintenance Facility. The letter of support is attached for Council's consideration.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: City Council

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[2021 Letter of Support Kitsap Transit HDMF.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



May 25, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear U.S. Secretary Buttigieg:

Bainbridge Island supports the Kitsap County Public Transportation Benefit Area Authority's (Kitsap Transit) application to the U.S. Department of Transportation FY2021 RAISE program. The North Base Heavy-Duty Maintenance Facility project has been identified as a high-priority infrastructure project to support Kitsap Transit's vision of an improved network through increased passenger capacity and more frequent service. Located in North Kitsap County, WA, this multi-phased project began with design and construction of a new 266-stall park & ride, bus wash and fueling station, which opened in December 2016. The third and final phase of the project includes design and construction of the heavy-duty maintenance facility.

Currently, forty (40) buses must travel thirty-four (34) non-revenue miles roundtrip for repairs and required preventive maintenance to Kitsap Transit's only heavy-duty maintenance facility, Charleston Base, located in the City of Bremerton. Charleston Base has only three maintenance bays and is at capacity. The facility has also nearly doubled its useful life per the Federal Transit Administration's guidelines. The new maintenance facility will preserve the North Kitsap fleet and improve air quality within the county by eliminating over 2,500 maintenance trips, reducing carbon emissions, and saving over 15,000 gallons of fuel a year. Further, the new facility provides continued operations in the event of a natural disaster or other unforeseen event impacting Charleston Base.

The new facility will also support double-decker Battery-Electric Buses (BEBs) satisfying growing commuter needs and allowing expansion of services to the space constrained Bainbridge Island Transfer (BITC). The double-decker BEBs will nearly double capacities at

280 Madison Ave North
Bainbridge Island, WA 98110-1812
www.bainbridgewa.gov
206.842-2545

the BITC and allow for continued passenger growth with connections to the Washington State Ferry providing direct access to downtown Seattle. The North Kitsap fleet serves passengers alleviating congestion along State Routes 305, 307, 104, and downtown Seattle. The inclusion of double-decker BEBs will reduce carbon emissions by removing up to 7,000 single-occupancy vehicles from these corridors during commuter periods. The environmentally friendly double-decker BEBs will provide zero-emissions and reduce congestion with up to eighty (80) commuter seats per trip.

Page 2

Honorable Pete Buttigieg

Bainbridge Island supports and encourages Kitsap Transit's pursuit of funding for the North Base Heavy-Duty Maintenance Facility. This infrastructure investment aligns with Kitsap Transit's corridor vision and environmental goals through investment in a maintenance facility and zero-emission vehicles. The key foundation investment provides opportunity to obtain double-decker BEBs, to enhance and expand services that connect rural and urban areas, and to ensure continued preservation of Kitsap Transit's fleet.

The project will also improve economic competitiveness, provide access to social and educational services, and enhance overall quality of life throughout Kitsap County and the greater Puget Sound region.

Sincerely,

Rasham Nassar
Mayor
City of Bainbridge Island



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:45 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 26 Special Joint City Council and Ethics Board Meeting.pdf](#)

[June 1 City Council Study Session.pdf](#)

[June 8 City Council Regular Business Meeting.pdf](#)

[June 15 City Council Study Session.pdf](#)

[June 22 City Council Regular Business Meeting.pdf](#)

[2021 List of Proposed Future Council Topics for 05252021.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



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 - 6:00 PM**
2. **APPROVAL OF THE AGENDA/CONFLICT OF INTEREST - 6:05 PM**
3. **UNFINISHED BUSINESS**
 - 3.A **(6:10 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. **ADJOURNMENT - 8:10 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 STUDY SESSION
TUESDAY, JUNE 01, 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. **FUTURE COUNCIL AGENDAS**
 - 4.A **(x PM) Future Council Agendas**, 10 Minutes
5. **PRESENTATIONS**
 - 5.A **Update from the Kitsap Public Facilities District Representative for Bainbridge Island**, 20 Minutes
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - 7.A **Winslow Wastewater Treatment Plant Influent/Effluent Study Results**
45 Minutes
[WWTP Study Summary_051721.pdf](#)
 - 7.B **Discussion of Criteria and Amount for 2022 Lodging Tax Award Cycle - Executive, Council Co-Chairs Kirsten Hytopoulos and Joe Deets** 20 Minutes
[LTAC_Intro_for_CC_08042020](#)
[Summary of LTAC awards 2018-2020.pdf](#)
[LTAC Balance - 30 June 2020 - for CC 08042020.docx](#)

8. COUNCIL DISCUSSION
9. FOR THE GOOD OF THE ORDER
10. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 08, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

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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**,
 - 6.D **(x:xx PM) Watershed Assessment for Manzanita Professional Services Agreement for Support Services – Public Works**,

[DOE Manzanita Watershed Planning.pdf](#)

- 6.E **SCADA Water & Sewer Telemetry Upgrades Contract Award and Budget Amendment - Public Works,**
SCADA Contract.docx
PM Memo_051821.docx

7. FUTURE COUNCIL AGENDAS

- 7.A **(x PM) Future Council Agendas,** 10 Minutes

8. PRESENTATION(S)

- 8.A **(x PM) Proclamation Declaring June 19, 2021 as the "Day to Celebrate Juneteenth 2021" - Mayor Nassar,** 5 Minutes
Juneteenth_Proclamation_2020.docx

9. PUBLIC HEARING(S)

- 9.A **(PM) Public Hearing for Proposed Multifamily Tax Exemption (MFTE) Designation Areas - Planning,** 10 Minutes
Resolution No. 2021-09 Intent to Designate MFTE Eligible Areas
Resolution No. 2021-09 Exhibits A and B
- 9.B **Public Hearing for Ordinance No. 2021-17 Extending the Landmark Tree Ordinance - Planning,** 10 Minutes

10. UNFINISHED BUSINESS

- 10.A **(XX PM) Consider Professional Services Agreement with the Kitsap Small Business Development Center - Executive,** 10 Minutes

11. NEW BUSINESS

- 11.A **Consider Policy for City Co-Sponsorship of Events - 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

**CITY COUNCIL STUDY SESSION
TUESDAY, JUNE 15, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

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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. **FUTURE COUNCIL AGENDAS**
 - 4.A **(x PM) Future Council Agendas**, 10 Minutes
5. **PRESENTATIONS**
 - 5.A **Report on Climate Action Plan - Climate Change Advisory Committee**, 15 Minutes
 - 5.B **Joint Report from the Climate Change Advisory Committee and the Race Equity Advisory Committee Subcommittee**, 15 Minutes
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - 7.A **American Rescue Plan Act (ARPA) - Finance** 20 Minutes
8. **COUNCIL DISCUSSION**
9. **FOR THE GOOD OF THE ORDER**

10. ADJOURNMENT

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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 22, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
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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)**

9. PUBLIC HEARING(S)

10. UNFINISHED BUSINESS

11. NEW BUSINESS

11.A Sportsman Club/New Brooklyn Intersection Improvements Contract Award - Public Works 10
Minutes

11.B Appointment of Deputy Mayor - Council, 10 Minutes

12. COUNCIL DISCUSSION

12.A Review Council Ad Hoc Committees - Executive, 10 Minutes

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

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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.



Memorandum

Date: May 25, 2021
To: City Council
From: Blair King, City Manager
Subject: Proposed Future City Council Topics

The list below describes potential future City Council topics that have been identified but have not yet been placed on an agenda.

TOPICS

Items Pending Council Direction

- Proclamation/Recognition resolution (Council ad hoc committee)
- Update from Farmland Ad Hoc Committee (possibly June 15, 2021 study session)
- Proposal regarding Ethics Program from Councilmember Pollock

Items Ready to be Scheduled

- Review definitions and use standards to determine if hotels can comply with Comprehensive Plan in Central Core, Gateway, and Ferry Terminal Districts

Items Requiring Future Attention

- Consideration of changes to Sign Code
- Welcome totem pole
- Transfer of Development Rights (TDR) Program
- Consideration of Affordability Levels for the MFTE Program
- Resolution to update the Governance Manual related to Council complaints
- Criteria to rescind Declaration of Emergency
- Local plastics ordinance (draft ordinance to be provided by Councilmember Carr)

Staff Initiatives for Council Consideration

- Ward Redistricting



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:55 PM) Annual Proclamation Declaring June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month - Mayor Nassar,

SUMMARY:

The attached proclamation declares the month of June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month. It is one of the previously approved annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION:

Presentation.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[LGBTQ Pride Month Proclamation 2021.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring June 2021, as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month.

WHEREAS, our nation was founded upon the declaration that all people are created equal; that life, liberty, and the pursuit of happiness are among the inalienable rights of every person; and that each person shall be accorded the equal protection of the law; and

WHEREAS, the LGBTQ community has made great strides forward, but equality, inclusion, and acceptance have not yet been fully achieved. We must practice these values and teach them to future generations; and

WHEREAS, one of the guiding principles of the City of Bainbridge Island is to foster the diversity of the residents of the Island; and

WHEREAS, Bainbridge Pride was founded in June 2015, at the time of the first Pride Proclamation by the City of Bainbridge Island, and Bainbridge Pride continues to bring together the diverse LGBTQ residents of the City for fellowship and support; and

WHEREAS, on June 28, 1969, patrons of the Stonewall Inn in New York City rose up and resisted police harassment that had become all too common for members of the LGBTQ community. Out of this resistance, the LGBTQ rights movement in America was born. During LGBTQ Pride Month, we commemorate the events of June 1969 and commit to achieving equal justice under law for LGBTQ Americans.

NOW, THEREFORE, I, Rasham Nassar, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim June 2021, as

LGBTQ PRIDE MONTH

in the City of Bainbridge Island, and we encourage all residents to celebrate the progress within our culture towards justice, equality, and full civic recognition for LGBTQ persons and to join us in the fights that remain to be won.

DATED this 25th day of May, 2021.

Rasham Nassar, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:00 PM) Proclamation Recognizing Memorial Day on May 31, 2021 - Mayor Nassar,

SUMMARY: The attached proclamation recognizes Memorial Day on May 31, 2021.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to approve the proclamation honoring Memorial Day and to add it to the annual proclamations that may be signed by the Mayor without further Council action.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Proclamation Recognizing Memorial Day 2021.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, recognizing Memorial Day on May 31, 2021.

WHEREAS, Memorial Day is designated as an annual day of remembrance to honor all those who have died in service to the United States during peace and war, fighting against tyranny and aggression; fighting to liberate, not to conquer; and

WHEREAS, we remember the men and women from all corners of the United States and the service personnel from our own community who have sacrificed their lives to maintain our security and the liberties we hold dear; and

WHEREAS, you can honor the fallen by attending memorial services, laying flowers and planting flags on graves, educating children about the importance of the day, or observing the moment of silence at 3:00 p.m. on Memorial Day to reflect on those who have made the ultimate sacrifice to our state and nation; and

WHEREAS, we are thankful that we are rich in civic organizations such as the American Legion Colin Hyde Post 172 who will conduct a Memorial Ceremony with Scouts Troop 1564 and 1804 and guests on May 31, 2021; and

NOW, THEREFORE, I, Rasham Nassar, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby recognize May 31, 2021 as Memorial Day in the City of Bainbridge Island and ask all community members to remember those who have died in service to the United States.

DATED this 25th day of May, 2021

Rasham Nassar, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:05 PM) COVID-19 Update - Community Based Test Site and Vaccine Distribution Efforts - Executive,

SUMMARY: The City of Bainbridge Island Emergency Management Coordinator will provide an update on the City's COVID-19 vaccine distribution efforts and a final report on the COVID-19 test site operations which closed down in March.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: The City operated a community-based testing site at City Hall from November 4, 2020 to March 31, 2021. During that time, the City processed 2,415 tests and there were 21 positive tests.

Additionally, the City, in partnership with Bainbridge Prepares, the Bainbridge Island Fire Department, and numerous emergency management volunteers have been assisting the Bainbridge Island Community Pharmacy with vaccine distribution to eligible individuals based on the State's vaccine prioritization guidance. Since December 23, 2020 the partnership has administered over 25,000 doses of vaccine.

ATTACHMENTS:

[COVID Update to Council 05252021.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

COVID-19 Update to Council

May 25, 2021

Anne LeSage, Emergency Management Coordinator

Discussion Overview

- COVID Test Site Wrap Up
- Vaccine Distribution
- Community/Volunteer Support
- Local Testing & Vaccine Resources
- What's Next

COMMUNITY-BASED TESTING SITE

- Operated from November 4, 2020 to March 31, 2021
 - Processed 2,415 tests
 - Identified 21 positive cases
 - Completed an average of 63 tests per day
 - **Travel** was the top reason for testing;
 - the second main reason was showing symptoms or having close contact with someone who tested positive.
- Authorized to spend up to \$50,000 – spent \$31,200

COVID-19 Vaccine Distribution

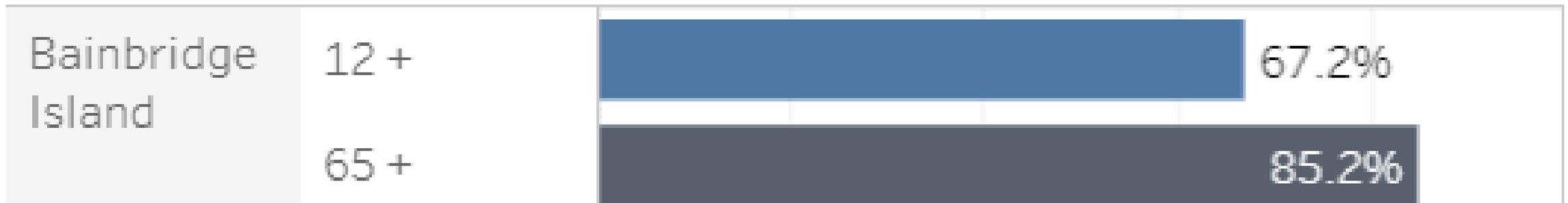
- Everyone ages 12 and up currently eligible for vaccinations
- Three vaccines approved for use in the US: Pfizer, Moderna, Johnson & Johnson (Jannsen)
- Updates posted every Monday
<https://www.bainbridgewa.gov/COVIDvaccine>

COVID-19 Vaccine Distribution

- City, BIFD, Bainbridge Prepares partnership supporting BI Community Pharmacy with vaccine distribution
 - BIFD is also committing staff time and funding for logistical support
- Held over 80 clinics since December 23, 2020
 - Senior Center
 - Woodward
 - Commodore
 - Mobile Clinic
 - Mutual Aid support for Jefferson County
- Last clinic scheduled for June 5 (second dose appointments for 1,000 individuals who were vaccinated May 14 and 15 at Commodore)

Bainbridge Vaccination Rates (as of 5/18)

Percent of Kitsap Residents who have Initiated Vaccination by Geographic Region and Age:

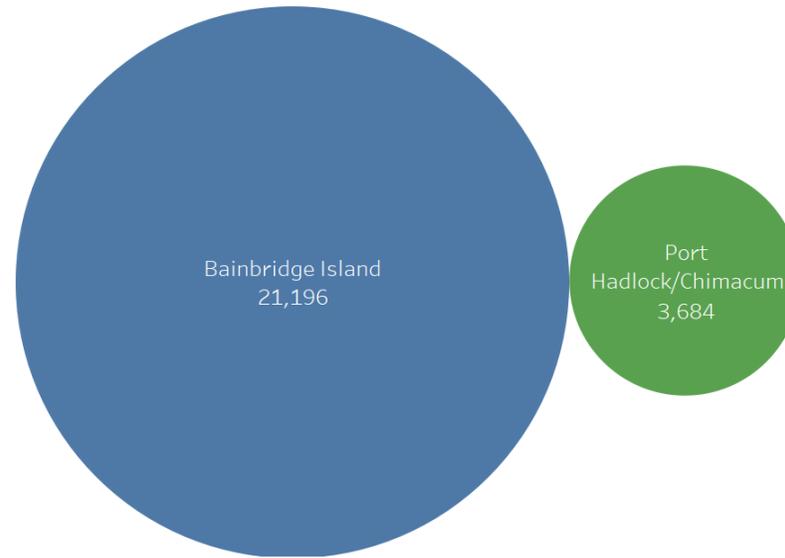




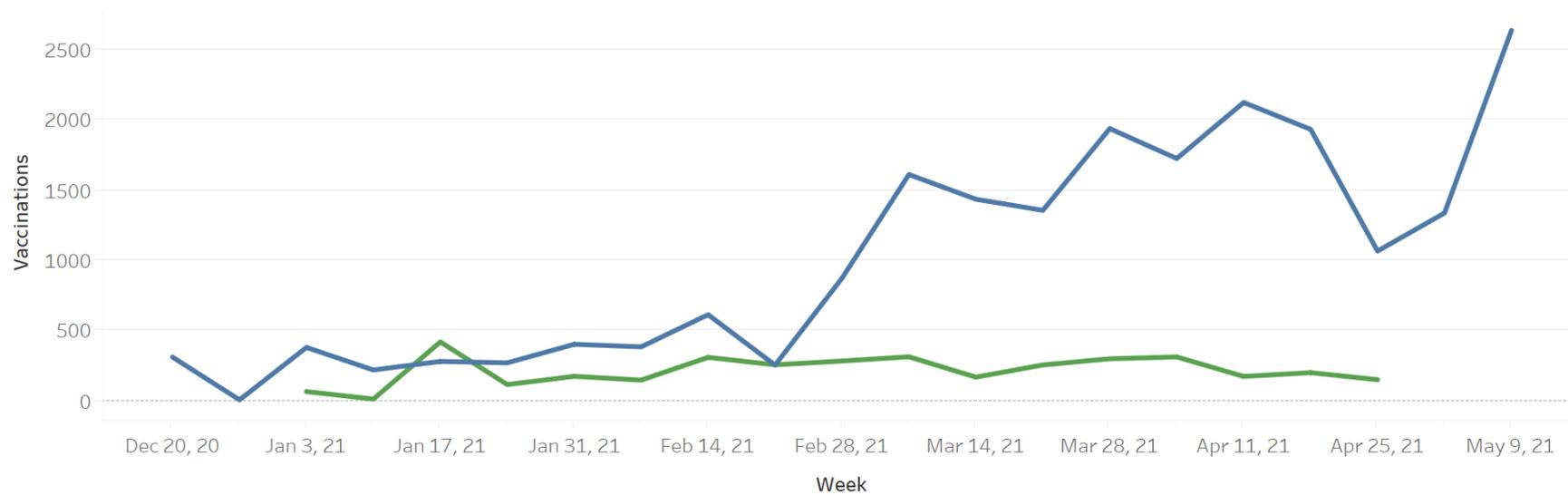
COVID-19 Vaccinations



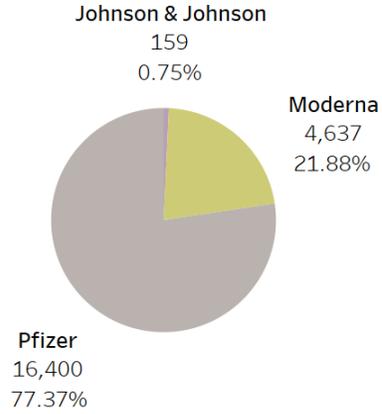
Clinic Location



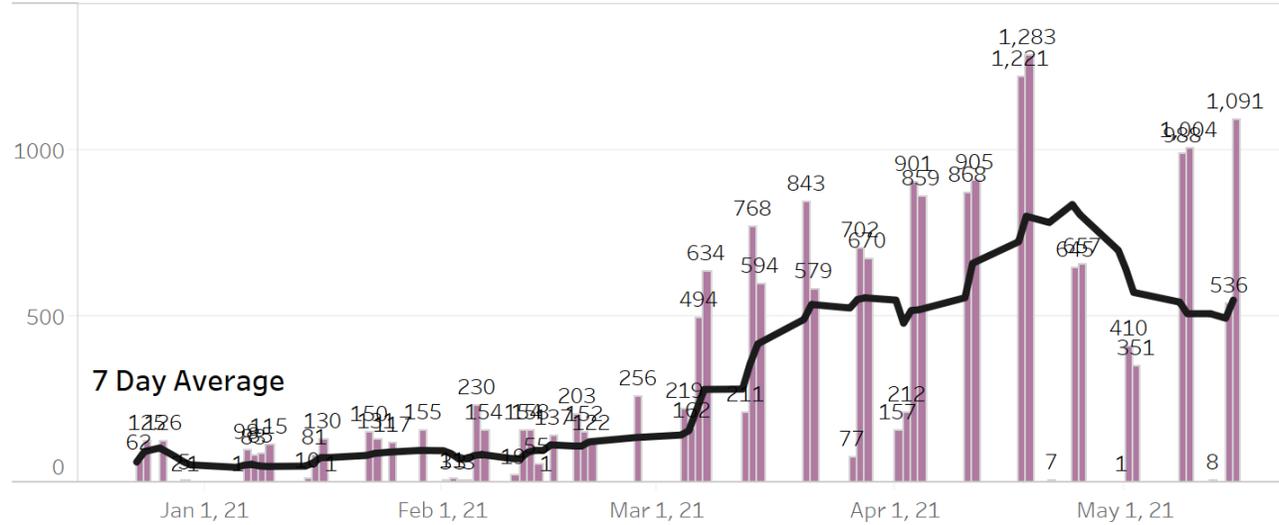
Weekly Vaccinations Given



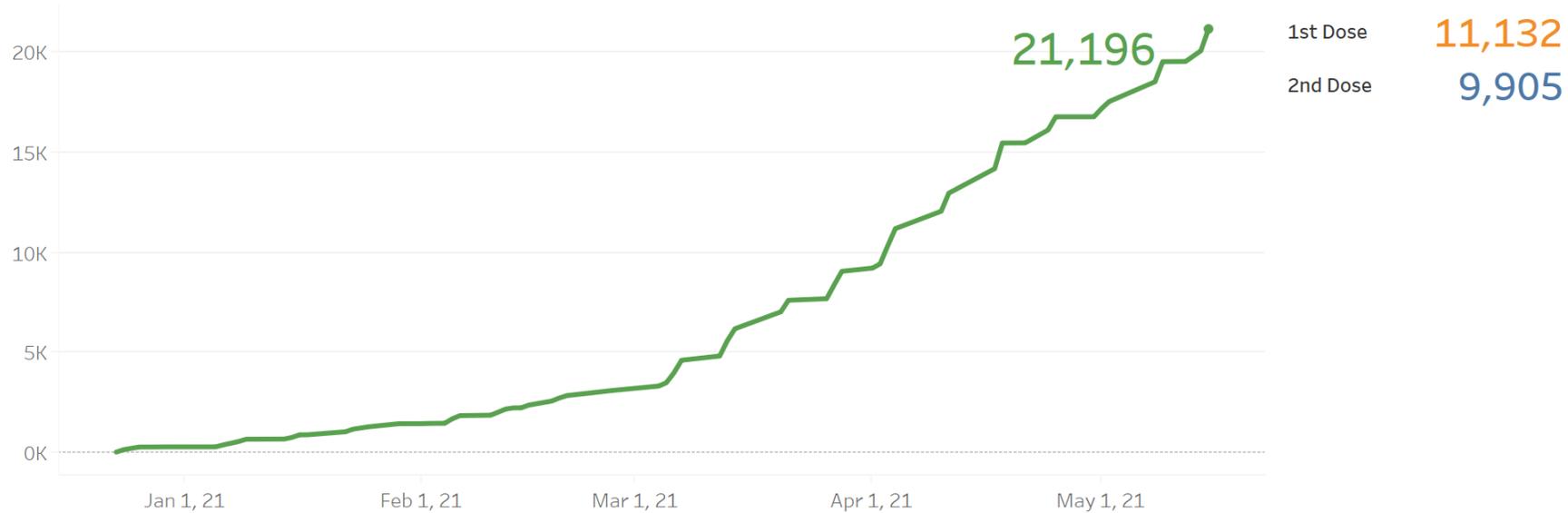
Vaccine Manufacturer



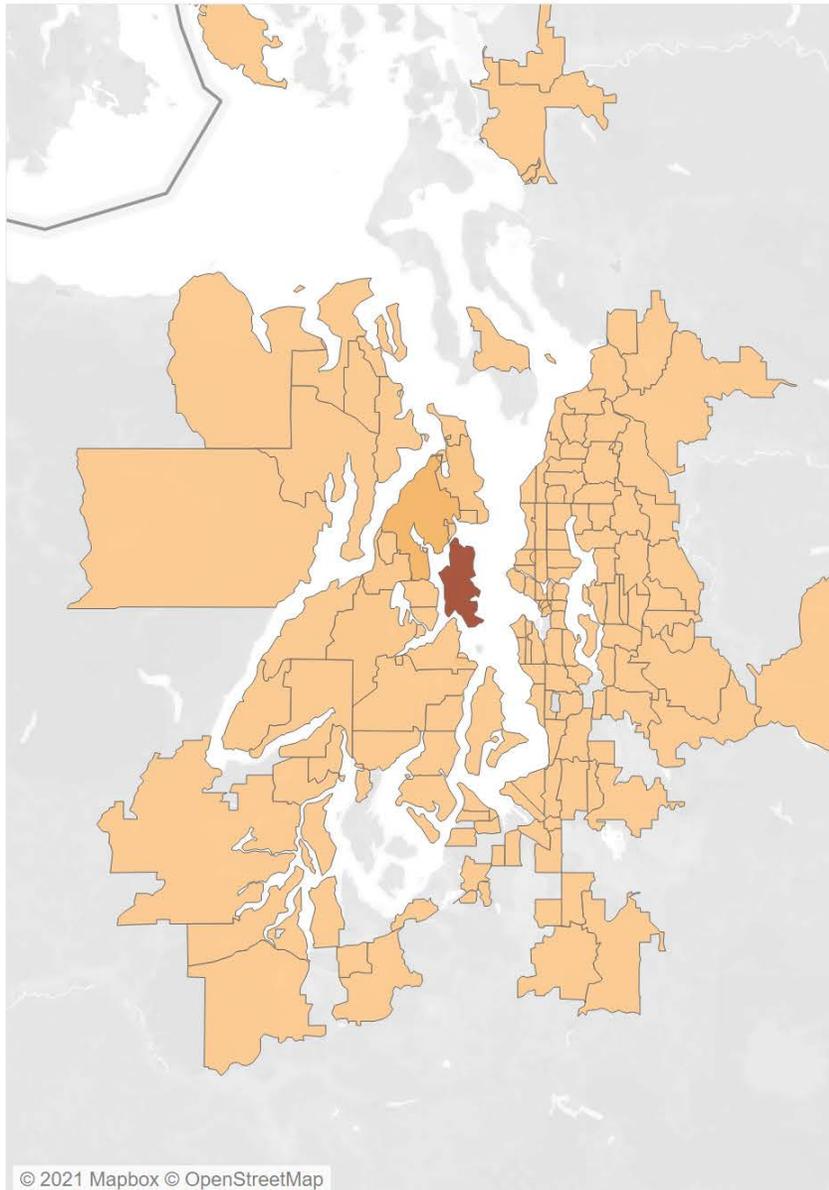
Daily Total Vaccinations Given - Time Tap



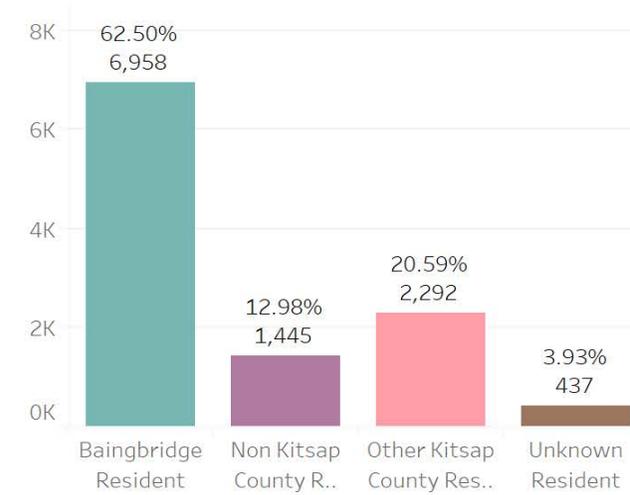
Total Vaccinations Given - Time Tap



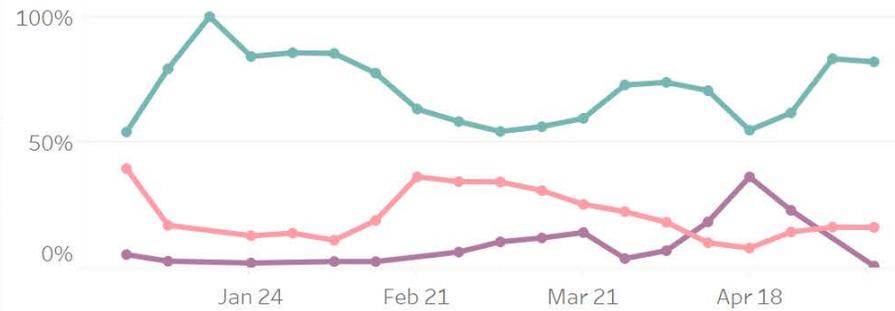
1st Dose Residency Geographic Distribution



1st Dose Residency



Percentage of 1st Dose Vaccines Recived by Bainbridge Island Residents



of Patients
 1 6,958

Volunteer Support



446 OF 615 VOLUNTEERS
HELPED DURING COVID



22,000 VOLUNTEER HOURS
SINCE JANUARY 1



50 VOLUNTEERS WHO
VOLUNTEERED OVER 100
HOURS

Community Support



THANK YOU, VOLUNTEERS!

Bainbridge Island COVID Response Team wishes to thank our emergency management volunteers and community partners for all of their support in operating our vaccine clinics:



THANK YOU, VOLUNTEERS!

The following Restaurants have been providing meals to volunteers who have been working at vaccine clinics on Bainbridge Island:

Amelia Wynn

Ba Sa

Bene Pizza

Doc's

Marina Grill

Hammy's

Isla Bonita

Miguelitos

Cocina

Mexicana

PhoT&N

**That's A
Some Pizza**

The Marketplace

Thuy's Pho

**Town & Country
Market**

Many Thanks!



Local Vaccine Providers

- Bainbridge Island Community Pharmacy
- Member Plus Family Health
- Safeway
- Walgreens
- Rite Aid
- Walmart – Poulsbo
- Costco – Silverdale
- Kitsap Public Health Vaccine Clinics

<https://vaccinelocator.doh.wa.gov/>

Local Testing Resources

- Kitsap Public Health Test Sites
 - Bremerton – Fairgrounds
 - Bremerton – Kitsap Conference Center
 - Poulsbo – City Hall Parking Garage

[Kitsap County Community COVID-19 Testing Sites
\(kitsapgov.com\)](https://www.kitsapgov.com)

What's On the Horizon

- Continuing to monitor the Governor's Roadmap to Recovery phased guidelines
- Planning for fall/winter booster clinics
- Monitoring any new vaccination authorizations for younger age groups
- Continuing to support the re-opening of City Hall and return of in-person services



CITY OF
BAINBRIDGE ISLAND

Questions?



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:15 PM) Update on the Small Business Economic Recovery Grant program - Finance,

SUMMARY: Finance will present a final report on the 2020 CARES spending as well as a status on the Small Business Grant Recovery program.

AGENDA CATEGORY: Discussion

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	\$205,000
Included in Current Budget?	Yes

BACKGROUND: On February 23, 2021, the City Council approved \$200,000 for a small business recovery grants program modeled after similar programs enacted in other cities in Kitsap County including Bremerton, Poulsbo, and Port Orchard. The City partnered with the Kitsap Economic Development Alliance ("KEDA") to serve as grant administrator, selected due to its unique qualifications for the performance of this service. The grant application period was from March 12 to March 28, 2021.

This program will provide relief for certain necessary expenditures incurred due to the COVID-19 public health emergency and to provide short-term economic stability via monetary grants to qualifying businesses physically located within City limits.

A total of 82 grant applications was received requesting a total of \$755,850 businesses are recommended for funding at \$5,000 per business for a total of \$200,000. All applications were reviewed by KEDA. Final recommendations were provided after full review by City Finance staff in cooperation and consultation with KEDA.

ATTACHMENTS:

[Slides for CC 05252021.pptx](#)

[Business Grant Status Memo 05252021 .docx](#)

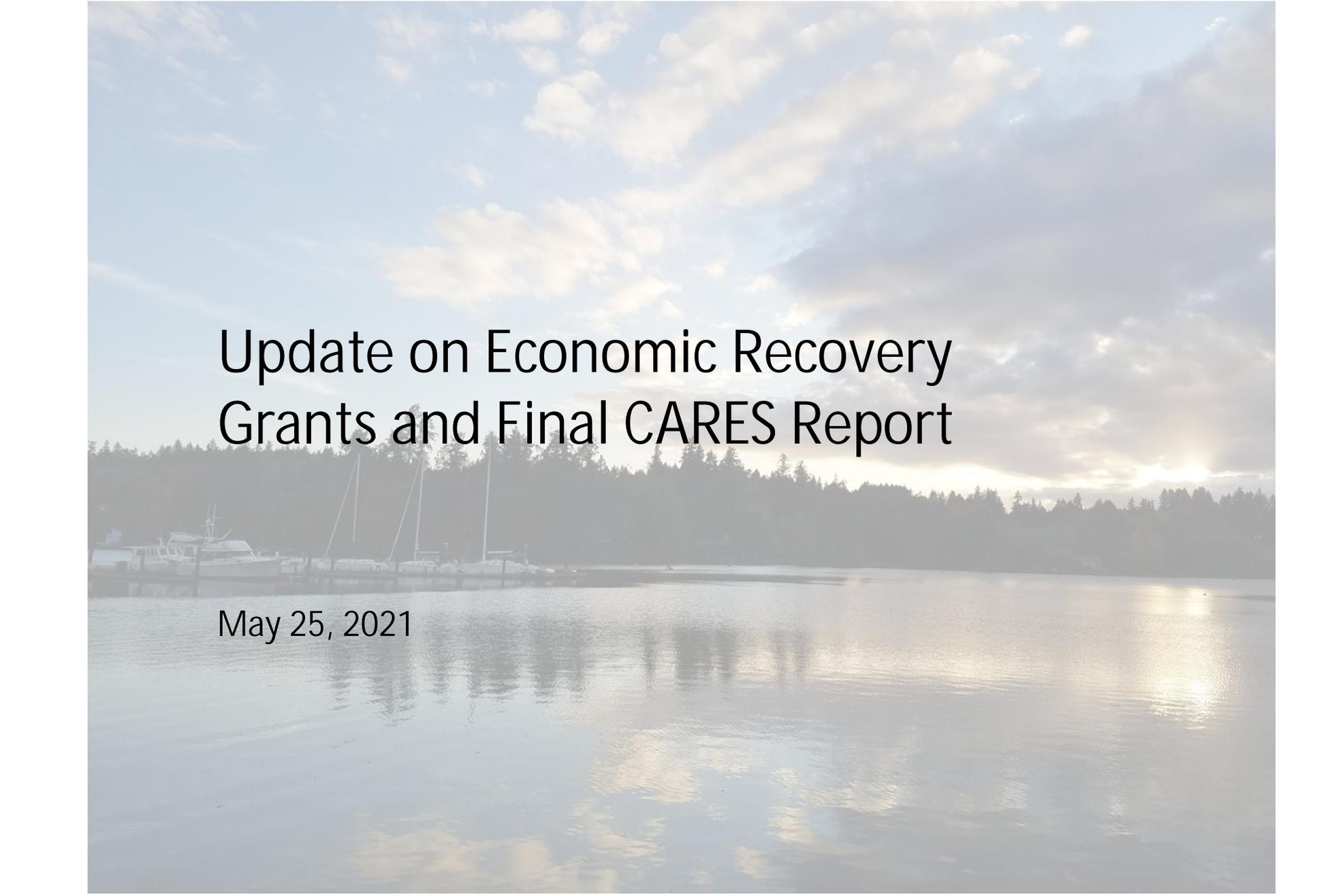
[Resolution No. 2021-05 Establishing Small Business Relief Grant Program - Final Approved 022321.pdf](#)

[Web and Applicant Text for Bainbridge Grant Program FinalKEDA.pdf](#)

FISCAL DETAILS: There was a total of \$200,000, one-time budget allocated for direct business grants that was appropriated in the first quarter budget adjustments.

Fund Name(s): General Fund

Coding:



Update on Economic Recovery Grants and Final CARES Report

May 25, 2021



Tonight's topics

- Final Expense Report on 2020 CARES Grant
- Summary of Small Business Grant Program results

CARES Final Summary Report

SUMMARY OF FINAL CARES EXPENSES

TOTAL ELIGIBLE CITY COSTS		
Description	Funding Analysis (Sept 2020)*	2020 Final Total
City unbudgeted eligible costs	\$ 606,000	\$ 608,000
City budgeted eligible costs	\$ 348,000	\$ 664,000
Total City Costs	\$ 954,000	\$ 1,272,000
Local community partner share		
Helpline House	\$ 60,000	\$ 60,000
Bainbridge Island Parks District	\$ 91,000	\$ 91,000
BIDA - Save our Stores	\$ 5,000	\$ 25,000
Total Partner Costs	\$ 156,000	\$ 176,000
Grand Total Expenses	\$ 1,110,000	1,448,000

* Presented to Council September 22, 2020

**Total CARES Grant Reimbursement was \$1,103,400

SUMMARY OF FINAL CARES EXPENSES (Continued)

TOTAL CITY COSTS		
Description	Funding Analysis (Sept 2020)	2020 Total
City unbudgeted eligible costs		
Equipment (computers, phones, network, other)	\$ 319,000	\$ 331,000
Custodial services	\$ 74,000	\$ 83,000
Acquisition of PPE & cleaning supplies	\$ 65,000	\$ 42,000
Facility improvements	\$ 82,000	\$ 30,000
Personnel costs (COVID Safety Officer, PW)	\$ 56,000	\$ 40,000
COVID Testing, training, outreach and Misc	\$ 10,000	\$ 82,000
Unbudgtd Total	\$ 606,000	\$ 608,000
City budgeted eligible costs		
EOC-related personnel costs	\$ 200,000	\$ 210,000
Other COVID-related personnel costs	\$ 148,000	\$ 454,000
Budgeted Total	\$ 348,000	\$ 664,000
Total	\$ 954,000	\$ 1,272,000

Business Grant Program Results

SUMMARY

- \$200,000 awarded to 40 small businesses or \$5,000 per business
- Priority was given to higher number of grants versus higher amount
- KEDA administered the program
- Only one grant was allowed per business owner
- City used an initial minimum of a 25% reduction in revenue as a litmus test in demonstrating negative financial impact

Eligibility

Requirements

- Must be actively licensed with the City
- Have physical commercial location in the City on/before March 1, 2020 and have been opened since March 1, 2019 or earlier (i.e., businesses had to be open a full year pre-COVID)
- Must be compliant with Governor Inslee's guidelines
- Must have 50 or fewer employees

Requirements (continued)

- Must have less than \$5 million in annual revenue
- Must show substantial decrease in revenue Q2-Q4 2020 compared to 2019

Requirements (continued)

Documentation

- Submitted application online to KEDA between March 12 – March 28
- Proof of Bainbridge Business License and State UBI number
- Completed and signed IRS W9 form (once grant approved)
- Documentation showing significant negative financial impact from COVID

Summary Results

Overview of Results

Category Summary	Applications	Funding request total	Recommended	Number with impact over 75%
Total	82	\$ 755,850	N/A	7
Ineligible*	42	\$ 368,350	N/A	2
Recommended for Funding	40	\$ 387,500	\$ 200,000	5
*Ineligible: under 23%; incomplete data set; or didn't meet requirements				

- 82 grant applications requesting \$755,850
- 40 businesses awarded for funding or \$5,000 per business for a total of \$200,000
- A minimum 25% decrease was used initially as a litmus test.
 - This awarded 38 eligible businesses.
 - Criteria lowered to 23% to yield an additional 2 businesses

How were the ineligible businesses determined?

42 Ineligible Businesses

Reasons included:

- (24 applications) - Data was incomplete, business not located in commercial space or no active Bainbridge business license
- (18 applications) - The financial impact was less than a 23% revenue drop

Next Steps

- Notify businesses of the results of the grant selections.

Questions

Discussion



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: May 25, 2021

To: Deputy Mayor Kirsten Hytopoulos
Councilmember Leslie Schneider
Councilmember Joe Deets

CC: Blair King, City Manager
Ellen Schroer, Deputy City Manager

From: DeWayne Pitts, Finance Director

Subject: Status of Business Grants – Recommendations

Overview

On February 23, 2021, the City Council approved \$200,000 for a small business recovery grants program modeled after similar programs enacted in other cities in Kitsap County including Bremerton, Poulsbo, and Port Orchard. The City partnered with the Kitsap Economic Development Alliance ("KEDA") to serve as grant administrator, selected due to its unique qualifications for the performance of this service. The grant application period was from March 12 to March 28, 2021.

This program is intended to provide relief for certain necessary expenditures incurred due to the COVID-19 public health emergency and to provide short-term economic stability via monetary grants to qualifying businesses physically located within City limits.

Qualifications—To be eligible applicants must have:

- Been actively licensed and in good standing with the City of Bainbridge of Island
- Demonstrated significant negative impact due to COVID-19; this was shown by comparing annual revenues from Q2-Q4 2019 vs. 2020.
- Have a physical commercial location in the City of Bainbridge of Island established on/or before March 1, 2020.
- Have been opened since March 1, 2019 or earlier.
- Have no more than 50 full-time equivalent employees (defined as 40 hours weekly) and annual gross revenues of up to \$5,000,000.

- Been (and have been) in compliance with Governor Inslee's Healthy Washington guidelines.
- Completed an online application along with proof of City Business license, Washington UBI number, a completed and signed IRS W9, and supporting financial documentation showing significant financial impact from COVID.

Other considerations

- Priority was given to industries most negatively affected by the pandemic such as hospitality, tourism, fitness and small retail.
- KEDA advertised for one round of funding – minimum \$5,000 – maximum \$10,000 depending on demonstrated financial impact and number of eligible applicants.
- Final priority was given to provide a greater volume of grants to needy businesses versus fewer grants with a higher dollar amount.
- Only one grant was allowed per business owner.
- The City used an initial minimum of a 25% reduction in revenue as a litmus test demonstrating negative financial impact.

Summary Results

Category Summary	Applications	Funding request total	Recommended	Number with impact over 75%
Total	82	\$ 755,850	N/A	7
Ineligible*	42	\$ 368,350	N/A	2
Recommended for Funding	40	\$ 387,500	\$ 200,000	5
*Ineligible: under 23%; incomplete data set; or didn't meet requirements				

- A total of 82 grant applications was received requesting a total of \$755,850.
- 40 businesses were recommended for funding at \$5,000 per business for a total of \$200,000.
- As mentioned above, a minimum 25% revenue decrease was used initially as a litmus test to demonstrate a negative financial impact. This yielded 38 eligible businesses. The criteria was lowered to 23% to yield an additional 2 businesses for a total of 40.
- The negative financial impact among businesses that will receive a grant under this program ranged from 23% to 95% revenue decrease comparing April – December 2019 to 2020.
- 42 businesses were determined to be ineligible. Reasons included:
 - Data was incomplete, business not located in commercial space, or no active business license was provided (24 applications).
 - The financial impact was less than 23% (18 applications).

- Businesses will be notified by KEDA of the results of the grant process. Businesses have already been notified of the preliminary screening results and status by KEDA.
- All applications were reviewed by KEDA and City Finance staff. Final recommendations are provided after full review of City Finance Staff in cooperation with KEDA.

RESOLUTION NO. 2021-05

A RESOLUTION of the City of Bainbridge Island, Washington, establishing a small business relief grant program to provide business expense assistance in response to the public health emergency resulting from the COVID-19 pandemic.

WHEREAS, starting in the first and second quarter 2020, the COVID-19 public health pandemic, associated health mandates, and business regulations began having detrimental impacts on specific sectors of the Bainbridge Island economy such as small retail, hospitality, fitness, live venue, tourism, and other industries; and

WHEREAS, the detrimental impacts to the Bainbridge Island economy continue in 2021; and

WHEREAS, while 2021 may be the year that the COVID-19 health pandemic and its associated economic damage begins to be ameliorated, many Bainbridge businesses remain open in a limited capacity or are otherwise financially or operationally constrained; and

WHEREAS, the City Council believes a functioning local economy is critical to protect the health and wellbeing of Bainbridge Island residents, as the failure of small businesses due to the pandemic will create a serious hardship on owners and individuals employed by those businesses, and create additional financial burdens on government services by increasing demand for government support to individuals who are unemployed coupled with a decrease in revenue for the City due to the pandemic; and

WHEREAS, the City Council desires to establish a Small Business Relief Grant Program, the focus of which is to provide short-term economic stability via monetary grants to qualifying businesses located within the City's limits; and

WHEREAS, the City Council finds that this program will serve fundamental public and governmental purposes, such as protecting the public health and welfare, by establishing a grant program whereby, in exchange for cash grants, qualified small businesses will be able to stay open and provide the City's residents with jobs, services, and/or goods, as well as public services via tax revenue; and

WHEREAS, the City Council also finds that this program will serve fundamental public and governmental purposes by assisting small businesses survive significant detrimental impacts from the pandemic, including due to temporary or partial closures, and such grants will thereby help reduce economic hardship caused by this public health emergency, and the program will also encourage small businesses to comply with public health guidelines to protect the public health and welfare; and

WHEREAS, in exchange for receiving grants under this program, recipients will be required to provide specific information to the City and to certify that such information is true

and can be verified, including related to significant negative financial impacts from the pandemic on the business, and how the grant funds will be used to address such impacts; and

WHEREAS, the City Council has directed City staff to build a program and utilize general funds for this program to accomplish the fundamental public and governmental purposes above described; and

WHEREAS, the City has limited resources, including limited available personnel, to administer the program, and desires to partner with a qualified service provider capable of serving as grant administrator, selected based on its unique qualifications for the performance of this service during this declared state of emergency; and

WHEREAS, the City has developed the grant program and eligibility requirements based on similar programs utilized in the City of Bremerton, City of Port Orchard, and Kitsap County; and

WHEREAS, the City shall allocate no more than \$205,000 of funding for this program, with a maximum of \$5,000 allocated to a service provider for the administration of the program and \$200,000 for the relief grants to small businesses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DO RESOLVE AS FOLLOWS:

Section 1. The City Council hereby adopts the recitals expressed above as Findings of Fact in support of this Resolution.

Section 2. The City Council hereby establishes the Bainbridge Island Small Business Grant Relief Program and allocates City general funds in the amount of \$205,000 to be utilized for economic recovery in response to the impacts resulting from the COVID-19 pandemic. The City Council specifically directs that \$200,000 be disseminated pursuant to the program criteria attached hereto as Exhibit A, and that \$5,000 be utilized to contract with a service provider to function as grant administrator. Final selection of the grant recipients shall be determined by the City Manager or designee, based on the parameters set forth in Exhibit A.

Section 3. The City Council authorizes the City Manager or designee to adopt any necessary administrative processes to implement this Resolution and the attached policy set forth in Exhibit A, in compliance with the provisions of the City's regulations and state law.

Section 4. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 5. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this 23rd day of February, 2021.

APPROVED by the Mayor this 23rd day of February, 2021.

By: 
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:


Christine Brown, CMC, City Clerk

By:

FILED WITH THE CITY CLERK:	February 19, 2021
PASSED BY THE CITY COUNCIL:	February 23, 2021
RESOLUTION NO.:	2021-05

Attached: Exhibit A

Exhibit A
Bainbridge Island
Small Business Grant Program

Qualifications: To be eligible for this grant program, applicants must:

- Be actively licensed with the City of Bainbridge of Island.
- Have a physical commercial location in the City of Bainbridge of Island established on/or before March 1, 2020 and have been opened since March 1, 2019 or earlier (i.e., businesses had to be open a full year pre-COVID).
- Have no more than 50 full-time equivalent employees (defined as 34-40 hours weekly) and annual gross revenues of up to \$5,000,000.
- Be (and have been) in compliance with Governor Inslee’s Healthy Washington and previous similar Safe Start and other COVID-19 related guidelines.
- Demonstrate negative financial impact due to COVID-19:
 - Commonly, negative financial impact will be determined by comparing annual gross revenue between 2019 and 2020 annualized; that deficiency will determine the amount available for the grant.
 - Note: Certain rare exceptions may occur to the above example (e.g., different time periods, net income evaluations) to establish negative financial impact. This will necessitate backup documentation.
 - Negative impact shown will determine the amount to be funded. Backup documentation of that negative financial impact (e.g., annual profit and loss statements, IRS statements) must be provided.

Assessment and Recommendation: At its best judgment and discretion, based on the negative financial impact and the factors below, KEDA will recommend a list of grant awardees. Factors for such assessment are:

- All applications will be reviewed for eligibility criteria and verified for application requirements.
- Grant amounts will be based on financial impact, total number of eligible applicants, available funding for this small business grant program, and other criteria.
- Applicants will be required to provide a detailed explanation describing how COVID-19 impacted them negatively and how grant funds will be used. Applicants are not required to submit receipts. However, all receipts and documentation related to this grant (if awarded) must be kept by the business for potential follow-up and review for six (6) years and furnished upon request.
- Additionally, priority will be given to industries most negatively affected by the pandemic, such as hospitality, tourism, fitness, and small retail.

KEDA will submit its list to the City of Bainbridge Island, which will then finalize the list for funding.

Use of Proceeds

- In general, eligible businesses may use this funding for any activity considered an ordinary and necessary eligible business expense allowed by the Internal Revenue Service (“IRS”) tax rules. Conversely, businesses SHALL NOT use the funding for any expense not considered such.

Examples of Disallowed Expenses (Not a comprehensive list)

- Wages, bonuses, or draws by an owner of an eligible business or any personal (non-business) expenses by such an owner.
- Capital expenses.
- Entertainment expenses (even if allowed by IRS tax rules).

Documentation Required

- Submitted application (via online portal);
- Bainbridge business license;
- Washington UBI Number;
- Completed and signed IRS W9 Form;
- Backup documentation showing significant negative financial impact from COVID; and
- All receipts and documentation related to this grant (if awarded) must be kept by the business for potential follow-up and review for six (6) years and furnished upon request. Failure to submit supporting documentation if requested may disqualify the recipient and result in the forfeiture and return of the grant funds to the City.



CITY OF
BAINBRIDGE ISLAND

Small Business Relief Grant Program

The [Kitsap Economic Development Alliance \(“KEDA”\)](#) is partnering with [the City of Bainbridge Island](#) to administer a small business grant program in response to COVID-19. The City of Bainbridge Island has committed up to \$200,000 for eligible small businesses, cooperatives, and nonprofit entities in this program. *Businesses may receive **between \$5,000 – \$10,000** based upon their COVID-19 financial impacts and the number of qualifying applications received by the City. Grant funds, if awarded, will help your business, cooperative or nonprofit remain in operation and mitigate negative financial impacts from COVID-19. Funds may be used to reimburse for expenses incurred since March 1, 2020 or for expenses that will be incurred in the near future in 2021.*

ABOUT

- **Application period: March 12, 2021 – March 28, 2021** via online application form <https://www.kitsapcaressmallbiz.com/bainbridge>
- **Use of proceeds:** If awarded, grant proceeds can be used for business expenses permitted under IRS regulations.
- All applications will be reviewed for eligibility criteria and verified for application requirements.
- Grant amounts will be based on financial impact from COVID-19, number of eligible applicants, available funding, and other criteria.
- Applicants will be required to provide a detailed explanation describing how COVID-19 impacted them negatively and how grant funds will be used. Applicants are not required to submit receipts.
- Receipt of other grants and government support will not disqualify applicants. Priority will be given to industries most negatively affected by the pandemic, such as hospitality, tourism, fitness, and small retail.

HOW DO I KNOW IF MY SMALL BUSINESS OR NON-PROFIT QUALIFIES?

- Must have an active business license with the City of Bainbridge.
- Have a physical, commercial location in the City of Bainbridge on or before March 1, 2020.
- Be a for-profit business, nonprofit, or financial cooperative with no more than 50 full-time equivalent employees and annual revenues \$5 million or less.
- **Ability to demonstrate significant negative financial impact due to COVID-19, backed up by documentation.** (Note: Most commonly this will be shown by comparing annual revenues from 2019 to 2020, though other justifications will be considered. Applicants will be required to upload Profit and Loss statements for the grant impact period: 2020 Q2-Q4 and 2019 Q2-Q4 for comparison.)
- Be in compliance with Governor Inslee's Healthy Washington guidelines and previous related guidelines.

ATTESTATION AND REQUIRED DOCUMENTATION

Applicants will **self-attest by signature** that the answer to both of the following questions is "YES":

- You would not be seeking this grant IF you had NOT been impacted by COVID-19; and
- Grant funds, if awarded, will help your business remain in operation and mitigate negative financial impact from COVID-19.

Required Documents

- Application (via online portal)
- Bainbridge business license
- Washington UBI Number
- Completed and signed IRS Form W9
- Documentation showing significant negative financial impact from COVID-19 as demonstrated by Profit & Loss Statements (2019 Q2-Q-4 *and* 2020 Q2-Q4)

ALL receipts and documents related to this grant (if awarded) **MUST be kept for potential follow-up or review for six (6) years.**

Important Dates & Websites

Mon, March 8 th :	Grant Information Public Goes Live
Weds, March 10 th 2-3pm:	Grant Review Webinar
Fri, March 12 th 8am:	Application Portal Opens
Sun, March 28 th 11:59pm:	Application Portal Closes

Grant Information:

<https://www.kitsapcaressmallbiz.com/bainbridge>

Register for webinar:

<http://kitsapeda.me/bainbridgeSB>

Application Portal:

<http://kitsapeda.me/ApplyCOBI>

W9 IRS Form:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

WA Dept Of Revenue 4-Digit Location Code:

<https://webgis.dor.wa.gov/taxratelookup/SalesTax.aspx>

BE READY TO APPLY

Have this information on hand when the portal opens

WA STATE UBI

GROSS REVENUE

Eligible businesses will have a gross revenue NOT exceeding \$5 million per year

DETERMINING ELIGIBLE COVID-19 IMPACTS:

The following report/comparison of gross revenue will be used to help determine your COVID related impacts:

2019 Q2-Q4 GROSS REVENUE \$ _____

2020 Q2-Q4 GROSS REVENUE \$ _____

BUSINESS STRUCTURE

- Sole Proprietorship
- Home Based
- 501(c)3
- 501(c)6
- General Partnership
- Limited Liability Company (LLC)
- Cooperative
- Close Corporation
- Corporation
- C Corp
- S Corp
- B Corp
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)

DATE BUSINESS OPENED IN BAINBRIDGE

Eligible businesses must have a physical location located in Bainbridge Island on or before March 1, 2020

NUMBER OR EMPLOYEES (FTE)

Eligible businesses will have no more than 50 employees (FTE) as of date of application

Calculations: Full Time Equivalent = FTE

Final numbers to be rounded up.

Full-Time Employees are employees (not volunteers) working 34-40 hours per week = 1 FTE

Part-Time Employees are employees (not volunteers) working less than 34 hours per week.

STATEMENT OF IMPACT

Telling your COVID story is vital to the review of your application - be as specific and detailed as possible in all areas requesting explanation.

DESCRIPTION OF HOW FUNDS WILL BE USED

Businesses will be asked to describe how funds will be used to help the business.

Applicants are not required to submit receipts. However, during the review process, KEDA and/or the City may request documentation for clarification. **Businesses WILL be required to provide a detailed explanation describing how funds will be used to help the business. ALL receipts and documents related to this grant (if awarded) MUST be kept for potential follow-up or review for six (6) years and furnished upon request. Failure to submit supporting documentation if requested may disqualify the recipient and result in the forfeiture of the grant funds.**

SELF CERTIFICATION REGARDING USE OF FUNDS

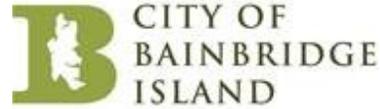
You will self-attest by signature that the answer to both of the following questions is "YES":

- You would not be seeking this grant IF you had NOT been impacted by COVID-19; and
- Grant funds, if awarded, will help your business remain in operation and mitigate negative financial impact from COVID-19.

REQUIRED DOCUMENTATION

- Application (via online portal)
- Completed IRS Form W9
- Proof of Bainbridge Business License
- State UBI number
- Documentation showing significant negative financial impact as demonstrated by Profit & Loss Statements (2019 Q2-Q4) and (2020 Q2-Q4)

Bainbridge Island Small Business Reimbursement Grants



This grant program is for businesses and nonprofits meeting the qualifications on Bainbridge Island:

- Be actively licensed with the City of Bainbridge Island;
- Have a physical commercial location in the City of Bainbridge Island established on/or before March 1, 2020 and established on/or before March 1, 2019;
- Have no more than 50 full-time equivalent employees (defined as 34-40 hours worked weekly);
- Be (and have been) in compliance with Governor Inslee's Healthy Washington and previous other COVID-19 guidelines;
- Demonstrate negative financial impact due to COVID-19.

As granting review entity we reserve the right to request documentation of the invoices, bills, etc. you were reimbursed for and an accounting of other funds received. Additionally, businesses are required to maintain records and receipts of applicable expenses claimed under this grant for a period of six (6) years.

More details at <https://www.kitsapcaressmallbiz.com>

Application issues? contact cocus@kitsapeda.org

Business Information

Legal Business Name *

DBA (if applicable)

Physical Address *

State



Mailing Address (if different from physical address)

State



FOR PREP ONLY - APPLICATION MUST BE COMPLETED ONLINE

Date Business Opened on Bainbridge Island *

UBI Number *

Business must have opened by March 1, 2019.

Federal TAX ID

If you do not have a federal tax ID number, use the SSN used on your tax statement in adjacent box.

SSN used for business IRS tax filing (If applicable)

Use this box ONLY if you do not have a federal tax ID.

CEO/President/Owner

Name *

Email *

Phone *

Company Website (if applicable)

Person Filling Out Form (if different from CEO/President/Owner)

Name

Email

Phone

Industry *

Agriculture

Food Services/Restaurant

Legal

Professional Services

Salon/Spa

Transportation/Logistics

Childcare

Hospitality/Rec/Accomm

Manufacturing

Real Estate/Property Management

Supplies/Wholesale

Construction/Building Trades

Healthcare/Medical/Dental

Personal Services

Retail Sales

Technology/Research

Does your business REQUIRE in-person (physical) interaction? *

Yes No

Is the business located in a physical, commercial space? *

Yes No

Company Background

Number of FTE (1/1/2020) *

Number of FTE today (date of application) *

FOR PREP ONLY - APPLICATION MUST BE COMPLETED ONLINE

FTE Calculations: *Full Time Equivalent = FTE. Final numbers to be rounded up.*

- **Full-Time Employees** (Not Volunteers) = Employees working 34-40 hours per week = 1 FTE
- **Part-Time Employees** (Not Volunteers) = Employees working less than 34 hours per week, add their hours together and divide by 34. Example: 3 Employees working the following 11+29+20 hours = 60 Hours/34 hours = 1.75 FTE.

Business Structure *

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Cooperative |
| <input type="checkbox"/> Close Corporation | <input type="checkbox"/> C-Corp |
| <input type="checkbox"/> S-Corp | <input type="checkbox"/> B-Corp |
| <input type="checkbox"/> Limited Partnership (LP) | <input type="checkbox"/> Limited Liability Partnership (LLP) |
| <input type="checkbox"/> Nonprofit 501(c)3 | |

Bainbridge Business License *

or drag files here.

Upload a copy of your CURRENT City of Bainbridge Island business license.

Signed Business W-9 *

or drag files here.

You can find a fillable W-9 here. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Business description. Describe the business and its products/services. *

Is your business OMWBE (WA Office of Minority and Women Business Enterprises) certified?

Yes No

Are you a veteran?

Yes No

Is your business woman owned? (51% or more ownership)

Yes No

Is your business minority owned? (51% or more ownership)

Yes No

Please check one of the following:

- | | |
|---|---|
| <input type="radio"/> White | <input type="radio"/> Hispanic or Latino |
| <input type="radio"/> Black or African American | <input type="radio"/> American Indian or Alaskan Native |
| <input type="radio"/> Asian | <input type="radio"/> Native Hawaiian or Pacific Islander |
| <input type="radio"/> Other Race | <input type="radio"/> <input type="text"/> |

If you selected "other race" please identify race.

Economic Impact



Economic Impact. Describe the effect of the public health crisis on the business *

Determining Economic Impact

FOR PREP ONLY - APPLICATION MUST BE COMPLETED ONLINE

COVID-19 Negative Impact Documentation. Please upload documentation that demonstrates your stated economic impact/revenue decrease. *

Upload or drag files here.

(In millions)	2019	2020
Net Sales	2,000	1,800
Cost of Goods Sold	900	700
Gross Profit	1,100	1,100
Operating Expenses (SG&A)	400	250
Operating Profit	700	850
Other Income (Expense)	100	50
Extraordinary Gain (loss)	400	100
Interest Expense	200	150
Net Profit Before Taxes (Pretax Income)	800	650
Taxes	250	200
Net Income	550	450

This can be a P&L statement comparing the same time period(s) in 2019 and 2020; tax statements, etc.

2019 Gross Revenue *

This is earned revenue only. Do not include loans or grants.

2020 Gross Revenue *

This is earned revenue only. Do not include loans or grants.

Gross Revenue Explanation (if needed)

COVID response - did you implement new products or services to increase revenue?

Yes No

New Product or Service Details -- this must be completed if you checked Yes.

Was the business closed at any time in 2020 per the Governor's directives? *

Yes No, considered essential No, did not comply

If you were closed per directives, how long was your business closed?

more than 6 months 3 - 6 months up to 3 months

Are you able to operate and be open under the current Safe Start guidelines? *

Yes No

Number of jobs lost since March 1, 2020. *

Will this grant help retain jobs? If so, how many? *

Determining Eligible Expenses

Explain how funds will be used to help the business. This information is necessary to ensure that proposed expenses are eligible.

If you can answer YES to all questions below, the costs may be eligible:

- You would not be seeking this grant IF your business had **NOT** been negatively impacted by COVID-19.
- Funds will be used to pay for expenses due to the COVID-19 emergency.
- The expense is connected to the COVID-19 emergency.
- The grant is "necessary" to continue business operations.
- The grant will NOT be used to fill a shortfall in government owed payments (i.e. taxes, licenses, state/county/federal and/or city fees).

Amount of grant money being requested (up to \$10,000) *

Detail how funds will be used to help the business. *

Be as specific as possible. General statements like "it will make a huge difference" and "I will probably by something to help promote my business" are not adequate.

Acceptable statements include item/service, cost and date.

SELF-CERTIFICATIONS - REQUIRED

Failure to self-attest to the following statements results in grant ineligibility.

I certify my business has been negatively impacted by emergency public health protections in place and/or mandatory closure by executive order due to COVID-19. **AFFIRMATION**

Yes No

No Yes

I certify my business is licensed in Washington State with an active UBI number and an active City of Bainbridge Island business license. **AFFIRMATION**

Yes No

No Yes

I certify my business does not have any L&I Tax debts, or any license violations. **AFFIRMATION**

Yes No

No Yes

I certify my business acknowledges and agrees to comply with the Governor's phasing plan applicable to my business. **AFFIRMATION**

Yes No

No Yes

I certify that if the business receives a grant the funds will only be spent on expenses connected to the COVID-19 emergency. **AFFIRMATION**

Yes No

No Yes

I certify that if the business receives a grant the funds will not be spent on filling a short fall in government revenues (i.e. taxes, licenses, state, county, federal and/or city fees). **AFFIRMATION**

Yes No

No Yes

I certify that if my business receives a City of Bainbridge Island grant the funds will not be spent on an expense that was/is funded by any other funder, whether private, State or Federal. **AFFIRMATION**

Yes No

No Yes

I certify that my business would not be applying for this grant IF it had NOT been negatively impacted by COVID-19. **AFFIRMATION**

Yes No

No Yes

I certify that if my business is awarded a grant I **MUST** keep all receipts and paperwork related to this grant for six (6) years and that KEDA and/or the City of Bainbridge Island may request to see documentation during application, at time of award or at any time during the six-year followup. **AFFIRMATION**

Yes No

No Yes

I certify that I understand and will report this grant income to the appropriate taxing authorities at the local, state and federal levels. **AFFIRMATION**

Yes No

No Yes

Business does hereby waive, release, relinquish, satisfy, and forever discharge the Kitsap Economic Development Alliance (KEDA) and the City of Bainbridge Island (City), or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses and demands that they ever had, now has, or may have against the City and/or KEDA, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant. **AFFIRMATION**

Yes No

No Yes

Business shall protect, defend, reimburse, indemnify and hold harmless KEDA and the City, their agents, officers and/or employees from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of performance of the terms of this Grant or due to the acts or omissions of the Business.

Declaration Signature

Signature



Your signature attests that all information provided in this application is true and can be verified if requested.

KEDA nor the City of Bainbridge Island are liable for any false statements and/or data provided by you and/or those acting on your behalf.

Title of application signer *

Date Signed *



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:35 PM) Schedule Public Hearing on Ordinance No. 2021-17 Extending the Landmark Tree Ordinance - Planning,

SUMMARY: City staff is requesting that the City Council consider Ordinance No. 2021-17, which would provide a six-month extension of the current interim official control related to the Landmark Tree Ordinance. The action proposed with this agenda item is to set the public hearing on Ordinance No. 2021-17. That public hearing would be conducted on June 8, 2021. If adopted, Ordinance No. 2021-17 would extend the interim regulations until December 26, 2021, unless terminated earlier or further extended by the Council.

The extension is being requested to allow for additional necessary time to complete the Landmark Tree regulations based on the discussion at the Council's April 27, 2021 meeting in which the Council discussed and considered proposed Ordinance No. 2021-07. That separate ordinance relates to the tree and vegetation management chapters of the Bainbridge Island Municipal Code.

Following that meeting, City staff received from Councilmember Carr a detailed memo of questions and policy concerns (see attached). Staff presented that topic to the Planning Commission at their May 13, 2021 meeting, and the Planning Commission discussed the procedural questions raised and proposed revisions to Ordinance No. 2021-07. Staff is seeking additional time for Planning Commission consideration and input on the suggested changes before returning to the Council with a revised recommendation on Ordinance No. 2021-07. Depending on the changes made, a second public hearing with the Planning Commission may be scheduled.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to schedule a public hearing on Ordinance No. 2021-17 for June 8, 2021.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and this Ordinance No.

2021-17 would extend the interim control until December 26, 2021, unless terminated earlier or extended by the Council. This agenda item is to schedule the public hearing on Ordinance No. 2021-17 for June 8, 2021.

Since being initially adopted, the Council has previously extended and/or amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-38), June 9, 2020 (via Ordinance No. 2020-13), and December 8, 2020 (via Ordinance No. 2020-37).

ATTACHMENTS:

[Ordinance No. 2021-17 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft.docx](#)

[Exhibit A - Work Plan](#)

[Exhibit B - Winslow Master Plan Study Area](#)

[Councilmember Carr Comments re Ordinance 2021-07](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PUBLIC HEARING DRAFT

ORDINANCE NO. 2021-17

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending the interim official control, codified as Chapter 16.32 of the Bainbridge Island Municipal Code; leaving the effective date of the interim official control unchanged; updating the work plan; and extending the duration of the interim official control until December 26, 2021.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim official controls related to land uses; and

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 status quo; 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 the 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 a fine if a Landmark Tree is removed without a permit; and

WHEREAS, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

WHEREAS, the City Council has 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 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, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45; 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, in response to that input, on December 11, 2018, the City 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, 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, 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 this 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 provided as Exhibit A to that ordinance; and

WHEREAS, on February 25, 2020, the City's Department of Planning and Community Development had a discussion with the City Council on potential next steps and revisions to the municipal code regarding tree removal, forest stewardship, and vegetation maintenance (Chapter 16.18 BIMC), landscaping and tree retention (e.g., BIMC 18.15.010), landmark tree regulations

(Chapter 16.32 BIMC), and related to further extending the interim control to allow staff and the Council to continue to work toward the goal of completing the legislative process to amend the code prior to the expiration of the interim control; and

WHEREAS, the Department of Planning and Community Development has recommended clarifying language, definitions, and terminology regarding the regulations at issue and to incorporate best management practices into the code as recommended by the Community Forest Management Plan (“CFMP”); and

WHEREAS, additional time is needed for the Planning Commission, community, and City Council to review the recommendations above described and consider the potential adoption of such recommendations that are consistent with the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, over 400,000 persons in Washington state have contracted the virus and approximately 5,700 persons have died due to the virus thus far and during the time period that this interim official control has been in effect, and the public health emergency is ongoing and is expected to continue for many more months; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result, in part, of the public health emergency, additional time is necessary for City staff and the City Council to consider the regulations and policies at issue related to this interim control to ensure that the vision and goals of the City’s Comprehensive Plan are being met to the Council’s satisfaction; and

WHEREAS, at its May 26, 2020 meeting, the City Council considered interim control Ordinance No. 2020-13 and decided to set a public hearing for June 9, 2020 to accept public comment and consider that 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 and the Council received and considered public comment related to that ordinance; and

WHEREAS, on June 9, 2020, after considering such public comment, the City 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 at several Planning Commission meetings to discuss draft regulations related to this interim control on August 13, September 10, October 29, November 11, and December 10, 2020; and

WHEREAS, at its November 24, 2020 meeting, the City Council considered Ordinance No. 2020-37 and decided to set a public hearing for December 8, 2020 to accept public comment and consider that ordinance to extend the interim control for another six months; and

WHEREAS, on December 8, 2020, the City Council conducted a public hearing on Ordinance No. 2020-37 and the Council received and considered public comment related to that ordinance; and

WHEREAS, on December 8, 2020 after considering such public comment, the City Council adopted Ordinance No. 2020-37 to extend the interim control for six months, to June 26, 2021; and

WHEREAS, on December 17, 2020, the Planning Commission held a public hearing and made a recommendation of approval regarding a related ordinance, currently referred to as proposed Ordinance No. 2021-07, which pertains to revisions to the tree and vegetation chapters of the Bainbridge Island Municipal Code, and such work has been identified on the work plan for this interim control; and

WHEREAS, on April 27, 2021, the City Council considered and discussed proposed Ordinance No. 2021-07 and the Council expressed a collective interest in further considering the ordinance at a future meeting; and

WHEREAS, on May 14, 2021, the Planning Commission discussed with staff from the Department of Planning and Community Development potential revisions to proposed Ordinance No. 2021-07 based on input from the City Council; and

WHEREAS, staff from the Department of Planning and Community Development need additional time with the Planning Commission to work through comments and issues raised by the City Council before returning to the Council to request action on Ordinance No. 2021-07; and

WHEREAS, at its May 25, 2021 meeting, the City Council considered this Ordinance No. 2021-17 and decided to set a public hearing for June 8, 2021 to accept public comment and consider this ordinance to extend the interim control for another six months; and

WHEREAS, on June 8, 2021, after considering such public comment, the City Council adopted this ordinance to extend this interim control for six months, to December 26, 2021, unless the Council terminates the interim control earlier, and to otherwise amend the interim control as stated in this ordinance; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

WHEREAS, this interim 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 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 control, which is June 26, 2018.

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 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. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37.

Section 2. Authority of Existing Interim Official Control and Extension. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby extending the imposition of the interim official control that was initially imposed by Ordinance No. 2018-25, and was most recently extended by Ordinance No. 2020-37, as described herein.

Section 3. Duration of Interim Official Control and Extension. This interim official control is hereby amended to extend the interim official control in its current form as specified in this ordinance for six months, which is until December 26, 2021. This interim official control was narrowed previously by Ordinance No. 2019-17 to apply only to properties located within the Winslow Master Plan Study Area. See, BIMC 16.32.005 and the map included as Exhibit B (attached). **Exhibit B** is hereby incorporated herein.

Section 4. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the interim official control at its meeting on June 8, 2021 and took public testimony and considered further findings of fact.

Section 5. Interim Official Control Work Plan. 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. Pursuant to this ordinance and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this interim official control, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, the City is hereby extending this interim official control for an additional six months based on the work plan set forth in **Exhibit A**, which is hereby incorporated herein. These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this interim official control on June 8, 2021.

Section 6. Effect on Vested Rights. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant’s vested development rights as

defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable land use permit application before the effective date of this interim official control.

Section 7. 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 8. 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 9. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in full force five (5) 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 the interim official control ordinances which preceded this ordinance, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this interim official control were included in the “Whereas” clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance does not change the effective date of this interim official control, which is June 26, 2018.

PASSED BY THE CITY COUNCIL this ____ day of June, 2021.

APPROVED BY THE MAYOR this ____ day of June, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: May 21, 2021
PASSED BY THE CITY COUNCIL: June____, 2021
PUBLISHED: June____, 2021
EFFECTIVE DATE: June ____, 2021
ORDINANCE NUMBER: 2021-17
ATTACHED: Exhibit A (Work Plan), Exhibit B (Winslow Master
Plan Study Area)

EXHIBIT A



PROTECTION OF LANDMARK TREES

UPDATED WORK PLAN FOR INTERIM REGULATIONS (May 25, 2021)

INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:

On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and has been extended until December 26, 2021, via the adoption of this current ordinance, Ordinance No. 2021-17, unless terminated earlier or extended by the City Council.

The City Council has amended the interim official control initially adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-39), June 9, 2020 (via Ordinance No. 2020-13), and on December 8, 2020 (via Ordinance No. 2020-37).

The City has developed and is proceeding based on the Updated Work Plan described below to address the issues related to preservation of trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, as well as in this current ordinance, Ordinance No. 2021-17.

June 2021

In conjunction with the Planning Commission, City staff will further refine the proposed code changes. After holding a second public hearing, it is expected that the Planning Commission will make a recommendation to the Council on the following chapter and sections of the BIMC; tree removal, forest stewardship and vegetation maintenance, landscaping screening and tree protection and replacements, aquifer recharge areas and landmark tree and the community forest best management practices manual as well as respond to proposed suggestions from the City Council.

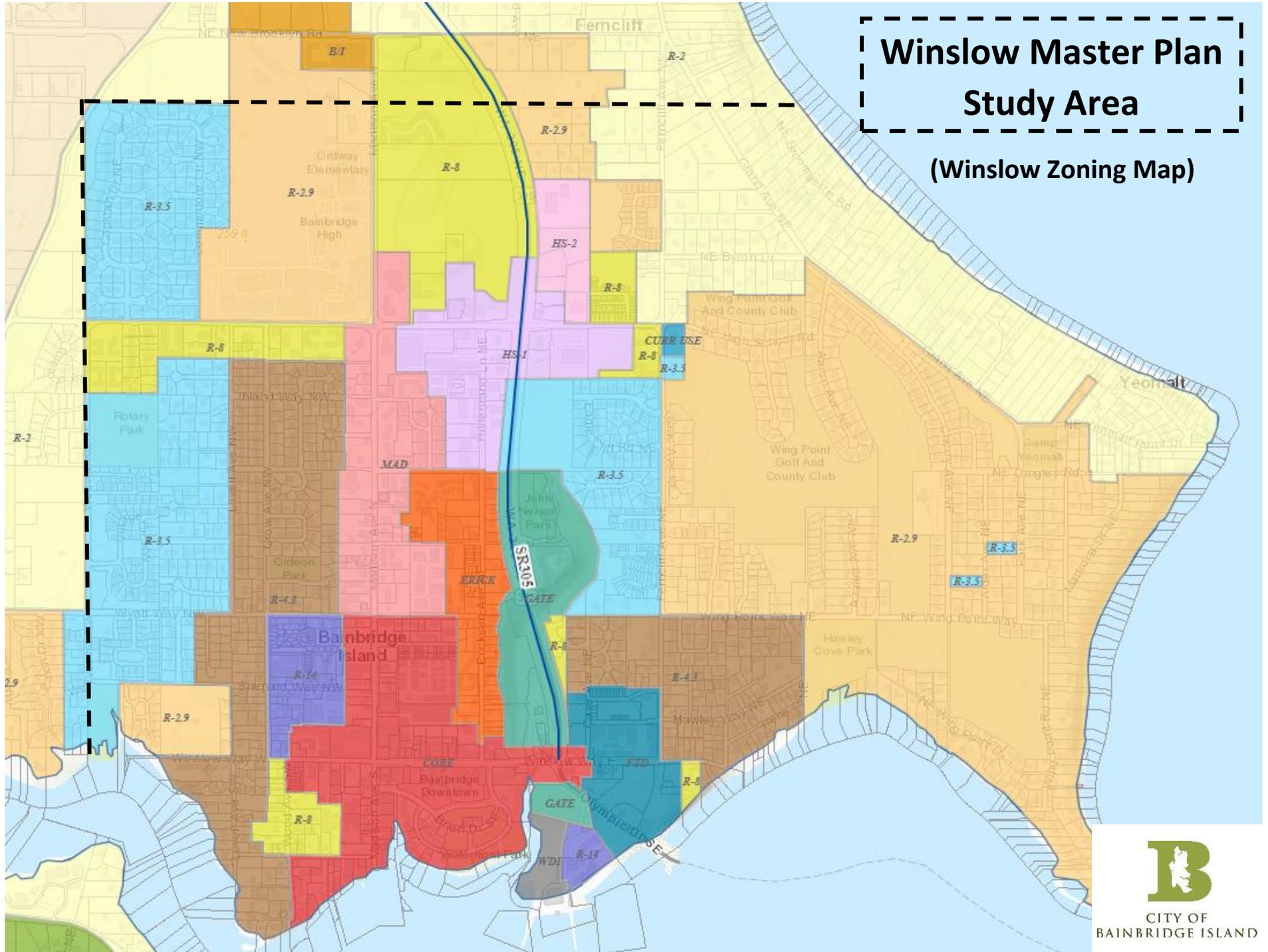
July 2021

The proposed code changes would then be provided to the Council for review and consideration. After such review and consideration, the Council could take action to approve an amendment to the tree removal and the vegetation management permit and landmark tree chapters.

August – December 2021

Following the passage of the new regulations as above described, City staff will perform outreach and educate the public about best tree practices and the new regulations.

EXHIBIT B



**Winslow Master Plan
Study Area**

(Winslow Zoning Map)

Process Issues/Concerns and Code Questions – Ordinance 2021-07

Process Issues/Concerns:

- BIMC 2.16.180 provides that the Planning Commission is required to hold a public hearing related to all amendments to the municipal code (Titles 16, 17, and 18). It is optional for the City Council to hold a public hearing. Who decides whether or not the Council holds a public hearing? When? What criteria are used? This is why, in part, I have requested that we follow our own code and have the Planning Commission's recommendation be "immediately transmitted" to the City Council (see BIMC 2.16.180.E.3).
- As stated in the staff memo, there were three items that were not included in the public hearing draft in front of the Planning Commission (at the December 17 meeting) that were included in the draft ordinance at the Council meeting. This is problematic because (a) the PC is required to have a public hearing on all amendments and (b) the public would not have been aware of these changes based on the public hearing draft that was published. One of the changes – the expansion of the landmark tree ordinance applicability – is fairly significant. I understand that it was discussed at the meeting, but people rely on what is in the published public hearing draft when deciding whether or not to make public comment.
- The ordinance included in the public hearing draft at the PC is significantly different than the version of the ordinance included in our April 27 agenda packet. Here is a link to that document: [Converted from C:\Windows\Temp\ufc\conversion-2648064\input.docx to C:\Windows\Temp\ufc\conversion-2648064\output.pdf by EasyPDFConvert.exe version 17.12.8.0 at 2020-12-11 20:41:02Z \(legistarweb-production.s3.amazonaws.com\)](#). It had only 13 whereas statements (it jumped to 30) and there was nothing in the "Now, therefore, the City does ordain..." section and no reference to the exhibits. How would the public know how to respond to this? The PC had requested a more complete ordinance at previous meetings but had not received it. This is important because the whereas statements are the only findings of fact on which the amendments are based. The PC was essentially asked to approve an ordinance they hadn't seen and the Council was presented with an ordinance on which there had not been a public hearing.
- There was only one public commenter at the PC public hearing. The PC did not hear the comments due to technical difficulties (unable to unmute). They submitted written comments to which staff responded at a later date, but the PC did not hear any public comment during the public hearing. The public comments were not considered by the PC in making their recommendation, which is required by our code (BIMC 2.16.180.E.1).
- The PC and Council did not receive the SEPA checklist or notice of determination.
- BIMC 2.16.180 requires the SEPA review to come before the PC review/recommendation (see flow chart). This sequence was not followed. PC recommendation was December 2020, SEPA determination was January 2021.
- The best practices manual was not provided in track changes or other format from which you could tell what was revised. It was last revised in 2010. There is no way to tell what was changed or why. It is also not referenced in the title of either version of the ordinance.
- The ordinance states in two places that the PC "met with City staff..." This could lead to the perception that the PC met with staff outside a PC meeting, which is not the case and would be

an OPMA violation. It should say the PC held a meeting and discussed the proposed amendments/ordinance.

Specific comments/questions/request for clarification

Code Section	Comment/question/need for clarification
Ordinance	The ordinance title/introduction states an ordinance “amending and revising the City’s tree and vegetation regulations...” It does not amend ALL of the City’s tree and vegetation regulations (there is a subsection in the CAO called “trees and vegetation” – BIMC 16.20.090). This is confusing.
Ordinance	1 st Whereas on top of page 3 – Ordinance 2018-45 – what is this?
Ordinance	2 nd from bottom Whereas on page 2 – What is Ordinance 2018-25?
Ordinance	In general, the ordinance is difficult to read and understand what the intent of the amendments are. It is too much process related to the LMT interim ordinance.
16.18.025.G	“limited” solar access – how defined? Who decides? Parcel size specific? The flexibility within the term defaults to the staff responding/reviewing at the time
16.18.025.I	There are no definitions for these terms: clusters, thinning, undesirable, dangerous. One of the intents of this work was to include more/better definitions for clarity. Why do we have three definitions sections? Can these be consolidated?
16.18.030	Applicability – states does not apply to any portion of parcel that is designated as a critical area, including ARPAs – that is a problem because the island is designated as a critical area in its entirety – so this chapter does not apply anywhere on the island. Also, ARPAs are not critical areas (just a clarification).
16.18.030	“Within 200 feet of a OHWM” should be removed – shoreline jurisdiction can extend beyond 200 feet.
16.18.040	Generally, this is very hard to follow and needs to be improved for readability. Inside/outside certain districts, developed/undeveloped/developing property ... can this be put in a table? What are all of the nuances between the different sections? Are these regulations consistent with the intent outlined (by zoning district) in BIMC 18.15? That is, what are we trying to achieve with these regulations in different places? Is MUTC/HSR districts appropriate distinction? In all cases?
16.18.040	<p>A. “Should” comply with ANSI standards? Why not “shall”? It is shall in other part of code.</p> <p>B. What about removal of non-significant trees? It is not clear that this is allowed. Do we care about non-significant trees enough to include? Can we make it clear that this set of regulations applies only to significant trees if that’s the case? Overall, it is really hard to know what this chapter applies to and why.</p> <p>D. Why is encouragement and recommendation in regulations? “Creating a shorter wildlife snag is recommended” is stated. See 050.G – removal or shortening of a snag requires a permit in some cases. Are these code sections consistent?</p> <p>E. ROW – this should specify improved only or unimproved ROW or be clear that it is both.</p>

	<p>F. Is there no limit to tree removal for these installations? There should be avoidance/minimization required. This is written strangely because the activity is not a vegetation practice/activity.</p> <p>G. All pruning of significant trees without a permit has to be done by an ISA certified arborist? Why? How will City enforce this? Do we want to require this additional cost for homeowners? What is the difference between “pruning” and “limbing”? These terms need definitions. They should be consistent with definitions in 16.20 and other chapters as applicable.</p>
16.18.050	<p>General comment: This section covers when a permit is required, but it is not clear what the intent of the permit is. Why are we reviewing tree removal if it is allowed? What are the review criteria for allowing tree removal? How does this permitting effort work to preserve trees? I understand permits are issued with standard conditions, but that is not clear by reading the code. Is the intent to notify neighbors?</p>
16.18.050	<p>A. This refers to BIMC 18.15.010 – what about prior versions of the code? It is not clear why tree retention requirements are referenced in this section, which deals with activities requiring a permit.</p> <p>B. How was “moderate and extreme” decided on? Why are we using these matrices instead of the ISA TRA form? I understand there is some disagreement on using the form, but what is the benefit of this Bainbridge-only approach? What is “reasonable use”? This needs to be defined or staff will have the discretion to decide with no criteria/guidance. This section is for developed properties. Doesn’t that mean they already have reasonable use? Should this say “redevelopment”? What is “permitted construction”? A shed? A house? Need more specificity in order for code to be applied consistently and predictably.</p> <p>C. Any tree removal requires a permit? Of any size? A 1-inch tree? What is the value in this regulation relative to our goals? What are the review criteria other than for potential future consistency with requirements of BIMC 18.15.010? How can a “future development permit” be reviewed within the context of a current tree/veg permit? Is that legal? If not, how can we close this potential loophole (applying for tree removal before land use permit)? Who will review the tree permit? Does it now need review by the arborist and a planner?</p> <p>D. What is the point of this permit? What is the difference between removing 7 trees or 17 trees, for example? What are the review criteria? Subsection E does not seem to be the correct reference because it is for properties within MUTC and Subsection D is for properties outside MUTC. Is there a better way to direct readers to any retention requirements? And to clarify that there are only retention requirements in certain zones?</p> <p>E and F. What is the point of this permit? Don’t these thresholds trigger a SAR review? What are the review criteria? Does this include tree canopy or only non-tree vegetation?</p> <p>H and I. States “tree removals that bring a parcel below this threshold...” but there are two thresholds provided – either 30 tree units or existing tree units. Is it either threshold? What if the property has more than 30 tree units at the time of application? Are they required to maintain more than 30 tree units? Under what circumstances would tree removal be permitted and/or replanting required? What are the review criteria? Does 30 tree units in any way correlate to the CFMP’s tree</p>

	<p>canopy goals for these zoning districts? What is a “developing” parcel? What is the difference between an “undeveloped” parcel and “vacant” parcel?</p> <p>J. Same comment as above. Also, this section is unreadable – can we have a table by zoning district?</p>
16.18.060	<p>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.” This is not a regulation/standard – it is a “should.” Shoulds are nice, but how are they enforced? Who decides? Why and in what cases do we want to eradicate non-native species? How is this enforced? Stump pulling seems to be more related to construction protection measures in 18.15.010.</p> <p>B. How do 18.15.010 and the best practices manual work together? Conflict? Does the code rule in case of conflict? If the manual is cited in the code, is it a requirement? This is why it is important to reference in the ordinance and to provide context for why it is needed, why it is revised, and why it is traveling with this ordinance.</p> <p>D. “Without a permit pursuant to this section...” is confusing. Does that mean any vegetation activity that someone does without a permit or only vegetation activity that doesn’t require a permit in this section? For example, mowing a lawn. It doesn’t require a permit, but it is not listed in this section as an activity that does not require a permit. Why do we spend so much time on what DOES NOT require a permit in this section? Why can’t it just say you do not need a permit unless you do these things? Why are ANSI standards a “shall” here? How will this be enforced? It is “should” be followed in previous section.</p>
16.18.070	<p>C. Why is 16.12 and 16.20 referenced when 16.18 does not apply to the shoreline or critical areas?</p>
16.18.080	<p>What is the fee for an ATF permit? Is it more than the before the fact permit?</p>
16.18.085	<p>A. What is a “site-specific analysis”? This is defined in BIMC 16.12, shoreline code, but not here. Who is a “qualified professional”? These are defined in BIMC 16.20, but not here. Which function does the professional need to be qualified in?</p> <p>C. Again, why is shoreline and critical area code referenced? The whole island is a critical area!</p>
16.18.090	<p>A. How are these demonstrated? For example, infiltration rate? Does a civil engineer (a qualified professional) need to prepare the plan? Can this section specify pursuant to which code sections this plan would be required? Who reviews this plan? Development engineers? Arborist? Outside, on-call consultant? Why are only environmental functions listed? We all know trees have multiple functions.</p> <p>B. What is “information demonstrating compliance”? Can we have submittal requirements? Who determines if the information demonstrates compliance? This seems to lead to lack of consistency/predictability for applicant.</p>
16.18.095	<p>I am generally unclear when this is required and/or desired. It states, it is for 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.” I am also unclear how a mitigation/restoration plan can be required in all cases. I would think if people are managing their trees over a 5 year period, that management most likely does not include planting more trees or</p>

	restoring lost function. When would this plan be beneficial? People can take out 6 trees in three years without a permit. At the end of three years, they can take out another 6 trees. So that's 12 trees in 6 years without a permit. They can take out 7 or more trees within three years with a permit (since a permit is required once the 6 trees in three year threshold is exceeded). And there is no criteria for review of that permit or any threshold on the number of trees that can be removed. So is this for the very limited times when people want to take out 7 or more trees over 5 years?
16.18.100	B. Why is enforcement/VCA in this section? Where does it say that "erosion control and clean up of the property" is required? What type of erosion control? What does clean up mean?
16.18.110	16.32 specifically reference 2.16.020.R.1 – is there a reason it is not specified here?
16.18.120	Why are there three different violations/penalties sections for three different tree and vegetation sections? Can these be consolidated? 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. What is a "qualified professional"? How is best available science defined? This is a construct of the GMA and is defined there specifically. What does it mean in this context? So a person who has to do a restoration plan for removing a single tree has to meet all of the minimum requirements of BIMC 16.18.090? This should at least be qualified with something like "as applicable." Also, "restoration plan" is only stated in this section. BIMC 16.18.090 doesn't refer to a plan at all, and talks about replanting and mitigation, not restoration. This is important because people who get VCAs are told the need a "restoration plan." Can the average homeowner figure out how to rectify a violation?
16.18.130	<ul style="list-style-type: none"> • I am not sure I understand the difference between a hazard tree and a tree that has been assessed using the matrices in this code section. • Why are LID, land disturbing activities, BMPs, etc. included? Are they referenced somewhere in this code section? • Why reference the CAO in definition of significant tree? This section does not apply in critical areas. • The CAO and SMP include a definition for emergency – should one be included here? • May want to consider definitions for: pruning, limbing, reasonable use, clusters, thinning, undesirable, dangerous, qualified professional, tree, removal (of a tree).
16.32.005	This chapter DOES apply in the shoreline district and CAOs?
16.32.010	<ul style="list-style-type: none"> • Dead tree – why is a TRAQ qualified arborist needed to determine if a tree is dead? ISA certified not sufficient? TRAQ is about risk, right? • Why are we specifying dbh here and not in 16.18? • Removal should be expanded to include actions that would lead to death like construction impacts. Example: "Tree removal" means removal of a tree(s) or vegetation, through either direct or indirect actions including, but not limited to, clearing, topping or cutting, causing irreversible damage to roots or trunks; poisoning; destroying the structural integrity; and/or any

	<p>filling, excavation, grading, or trenching in the dripline area of a tree which has the potential to cause irreversible damage to the tree, or relocation of an existing tree to a new planting location.</p> <ul style="list-style-type: none"> • Need definition of “reasonable use” and “feasible” for 16.32.030.D.1 • Replacement tree – is it 6 feet and 1” caliper? • Size definition conflicts with replacement tree definition (is it dbh, height, or caliper)?
16.32.015	<p>Is it really a “removal of landmark tree permit” that is required? “Removal” is defined as intent to kill. Why would a permit not be need to kill (remove) a dead tree? The definition of landmark tree should include an exclusion for dead trees. That is, a dead tree is not a landmark tree. Why is routine maintenance like pruning and thinning included in a section about exemptions from a removal permit? When is tree removal “routine maintenance”? How can removal be “routine”?</p>
16.32.020	<p>General comment: Isn’t a stated goal of this ordinance “Expanding and refining the qualifying characteristics and species of Landmark trees?” There are 10 trees added to the list. Is this it? What are the qualifying characteristics that have been refined?</p>
16.32.020	<p>In general, many of the size thresholds seem too big. What is the reference for these sizes? This should be provided in the ordinance – what are the findings of fact? City of Seattle has some very different thresholds for several trees. I know this is not Seattle, but this section applies only to our densest areas. With such high thresholds, we are losing the opportunity to develop a larger canopy in these areas over time. Examples of Seattle vs. proposed COBI size thresholds (Seattle size/COBI size):</p> <p>Birch: 20/30” Doug fir: 30/40” Grand fir: 24/40” Madrona: 6/24” Vine maple: 8/not listed Oak: 6/30-38” Willow: 8/30” Yew: 6/20” Sitka spruce: 6/36” Pacific dogwood: 6/20”</p>
16.32.030	<p>D. Need definitions for “necessary to enable construction” and “reasonable use” and “feasible” – construction of what? The paragraph following the tables is repeated information from C and D – can this be consolidated? E. What is number of replacement inches? Can an example be provided? Does this relate in any way to tree units/tree retention requirements? Who decides where the replacement tree is located? What species? Do the replacement trees have to achieve a similar size of the removed tree? Should add “the tree is dead” as one of the reasons for allowing removal. Should wildlife snag be considered? Why do we not require replacement trees for ALL removed landmark trees? Particularly if in-lieu is allowed. What percentage of approved LMT removals have been hazardous or removed because of utilities/easements vs. for construction/reasonable use?</p>

	F. Are three 6' tall trees enough in lieu replacement?
16.32.060	Don't the CAO and SMP both say the most restrictive will apply in the event of conflict with other code sections? Is this consistent with this language here?
16.32	Why is there no surety for replacement trees?



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:45 PM) Council Consideration of Action on Ethics Board Complaint 2020-02 - Council,

SUMMARY: The City Council will consider taking action regarding the Hearing Examiner's decision on Ethics Board Complaint 2020-02.

AGENDA CATEGORY: Review and Recommendation

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to accept and approve the Hearing Examiner's decision on Ethics Board Complaint 2020-02.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: On January 25, 2021, the Ethics Board ("Board") considered Ethics Complaint 2020-02. The Board found the complaint to be reasonably credible and found that if the facts were true, they appeared to constitute a violation of Article II of the City's Ethics Program ("Program"). Per the terms of the Program, the Board forwarded the Complaint to the Hearing Examiner for consideration.

On March 24, 2021, the Hearing Examiner held a public hearing to consider the Complaint. On April 7, 2021, the Hearing Examiner issued a written decision for consideration by the City Council (see attached). (Note that the Hearing Examiner consolidated consideration of two complaints – 2020-02 and 2020-05 – which is why the attached decision includes reference to both complaints.) Regarding Complaint 2020-02, the Hearing Examiner found the following: "Clear and convincing evidence supports a determination that the Respondent violated Article II, Section C, of the Code of Ethics, as alleged in Complaint 2020-02."

Subsequently, the Council considered the Complaint, including the Hearing Examiner's decision, pursuant to the process set forth in the Hearing Examiner's decision and the Program. This agenda item is also being conducted as part of that process as set forth in the Hearing Examiner's Decision and the Program.

ATTACHMENTS:

[Hearing Examiner Decision on Ethics Complaint No. 2020-02](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF BAINBRIDGE ISLAND**

In the Matter of Ethics Complaints)	No. HEA 2021-Ethics
)	Complaints 2020-02 and 2020-05
)	
By Ron Peltier)	
)	
)	
Against Former City Councilmember)	FINDINGS, CONCLUSIONS,
<u>Kol Medina</u>)	AND DECISION

SUMMARY OF PROCEEDINGS

Hearing Date:

The Hearing Examiner held a hearing on the complaints on March 24, 2021, using remote hearing technology.

Testimony:

No testimony was presented at the hearing.

Attorney Andrew James Sletten appeared as Special Counsel at the hearing to present the case as required by Article IV of the Ethics Code. Specifically, Article IV, Section A.2, provides that the City Attorney “shall designate special counsel to present the Code of Ethics violations charges and case” and allows for the “respondent and special counsel [to] present and cross examine witnesses and give evidence before the Hearing Examiner.”

Exhibits:

The following exhibits were admitted into the record:

Special Counsel Exhibits:

- A-1. Email from Kol Medina to Linda Allen, dated April 18, 2018, with email string
- A-2. City of Bainbridge Island City Council, Special Meeting Minutes, dated April 3, 2018
- A-3. “Eminent domain enters the discussion on land for new Bainbridge police station,”
Bainbridge Island Review, dated April 14, 2018

Orders, Motions, and Briefs:¹

- Hearing Examiner’s Review of Ethics Complaint (No. HEA 2020-Ethics), dated February 14, 2020

¹ The Orders, Motions, and Briefs include documents previously submitted and considered by the Hearing Examiner when he issued a March 16, 2021, decision denying the Respondent’s motion to dismiss the complaints. *Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021.*

*Findings, Conclusions, and Decision
City of Bainbridge Island Hearing Examiner
Peltier Ethics Complaints
No. HEA 2021-Ethics – Complaints 2020-02 and 2020-05*

- City of Bainbridge Island Resolution No. 2019-26
- City of Bainbridge Island Resolution No. 2020-13
- Ethics Complaint 2020-02, dated September 11, 2020
- Response to Ethics Complaint 2020-02, dated October 26, 2020
- Ethics Board Determination (Ethics Complaint 2020-02), dated January 25, 2021
- Ethics Complaint 2020-05, dated November 11, 2020
- Response to Ethics Complaint 2020-05, dated November 9, 2020
- Hearing Examiner’s Prehearing Order, revised February 24, 2021
- Respondent Motion to Dismiss, dated March 5, 2021
- Response of Special Counsel to Respondent’s Motion to Dismiss, dated March 12, 2021
- Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021
- Special Counsel Document List, dated March 17, 2021
- Special Counsel Witness List, dated March 17, 2021
- Respondent Brief, dated March 17, 2021
- Special Counsel Brief, dated March 17, 2021

The Hearing Examiner enters the following findings and conclusions based on the exhibits admitted at the hearing, the arguments presented at the hearing, and the documents previously considered by the Hearing Examiner in his prior decision denying the Respondent’s motion to dismiss.

FINDINGS

Regulatory Background

1. The City of Bainbridge Island City Council adopted Resolution 2020-13 on August 11, 2020, with the same effective date.² The resolution updates the process by which complaints must be filed and considered by the Ethics Board. It notes that the City of Bainbridge Island (City) has adopted a Code of Conduct, consisting of Core Values and Ethical Principles, to promote and maintain the highest standards of personal and professional conduct among City Council members and members of City committees and commissions. *Resolution 2020-13.*

2. Article I of the resolution establishes a Code of Conduct with four Core Values and three Ethics Principles to guide conduct by City Council members and members of City committees and commissions. Article II establishes additional Code of Ethics rules, which are involved in the complaints here. Article III of the resolution provides the procedures for filing and reviewing a complaint. The complaint is to be filed with the City Clerk, alleging violations of either Article I or Article II. As detailed below, Ron Peltier alleges violations of Article II by former Mayor and Councilmember Kol Medina (Respondent) in Complaints 2020-02 and 2020-05. The resolution further provides that,

² Resolution 2020-13 repealed and replaced in its entirety Resolution 2019-26, which had been adopted on November 26, 2019.

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if a complaint alleges one or more violations of Article II by a councilmember, the complaint shall be referred to the City’s Ethics Board, and the respondent is allowed to provide a response. After a review of the complaint and response, the Ethics Board is provided with several options, including determining that the Board’s determination and associated materials should be forwarded to the Hearing Examiner for review and possible further proceedings in accordance with Article IV. *Article III, Section B.7.a - f.* Specifically, Article III, Section B.7.f, provides:

If the Ethics Board, after review of the complaint and any response, determines that the facts asserted in the complaint appear credible and appear to constitute a violation of the Code of Ethics (Article II), then the Ethics Board shall, following legal review, issue such a determination, and forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk shall then forward the Board’s determination and associated materials to the Hearing Examiner for review and possible further proceedings in accordance with Article IV.

Resolution 2020-13; Ethics Complaint 2020-02; Ethics Complaint 2020-05.

Background

Complaint 2020-02

3. Ron Peltier filed an ethics complaint (Complaint 2020-02) with the City Clerk on September 11, 2020, alleging violations of the Code of Ethics (Article II) by Councilmember and former Mayor Kol Medina (Respondent). Complaint 2020-02 alleges that the Respondent violated Article II, Section C, Confidentiality, which provides:

Except as required by law, a Councilmember, former Councilmember, or current or former member of a City Committee or Commission shall not disclose or use privileged, confidential, or propriety information obtained in executive session or otherwise in the course of their duties as a result of their position.^[3]

Ethics Complaint 2020-02; Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021.

4. Complaint 2020-02 asserts that the Respondent violated Article II, Section C, by disclosing information discussed during an April 3, 2018, executive session attended by councilmembers and the Respondent, who was serving as the City mayor at the time. Specifically, the complaint asserts:

³ Article VI of the City Code of Conduct and Ethics Program defines *Confidential Information* as “(a) specific information, rather than generalized knowledge, that is not available to the general public on request; or (b) information made confidential by law.”

- (1) During the City Council’s April 10, 2018 meeting then Mayor Medina announced that the Council had discussed the possible use of eminent domain to acquire a site for a police and court facility, and;
- (2) On April 18, 2018 [Councilmember]/Mayor Medina disclosed in an email communication to a member of the public that a specific council member had introduced and supported the possible use of eminent domain to acquire property for a new police and court facility.

The details of both disclosures by then Mayor Medina came directly from the April 3, 2018 executive session with no other public disclosure or discussion. The disclosed details were known only by [Councilmember] Medina by virtue of his attendance at the April 3, 2018 executive session.

Ethics Complaint 2020-02; Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021; Exhibits A-1 through A-3.

Reponse to Complaint 2020-02

5. The Repondent submitted a written response to Complaint 2020-02, which asserted that he would no longer be serving as a councilmember by the time that the complaint would be reviewed and, therefore, the complaint should be dismissed as moot because there is no relief that can be provided under the City’s ethics code for an alleged violation against an individual who is no longer serving as a councilmember. In support of his assertion, the Repondent attached to his response an ethics complaint decision, issued by the Hearing Examiner, which dismissed a complaint filed against members of the City Ethics Board who had all resigned from their position prior to the filing of the complaint. The reponse to Complaint 2020-02 also asserted that the Respondent did not violate the confidentiality provisions of Article II, Section C, because he obtained information about the City Council’s potential use of eminent domain through conversations with councilmembers, including then-Councilmember Peltier, that took place outside of executive session. *Response to Ethics Complaint 2020-02; Hearing Examiner’s Review of Ethics Complaint (No. HEA 2020-Ethics), dated February 14, 2020; Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021.*

Ethics Board Determination on Complaint 2020-02

6. The Ethics Board reviewed Complaint 2020-02 and the Respondent’s response and, on January 25, 2021, issued a determination that the facts asserted in the complaint appear reasonably credible and appear to constitute a violation of Article II. The Ethics Board’s Determination on Complaint 2020-02 notes that it lacks authority to grant the Respondent’s request to dismiss the complaint based on his status as a former councilmember and, further, that dismissal of the complaint or holding the complaint for

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action at a future time would not be warranted under any of the enumerated provisions of Article III, Section B.7.a - e.⁴ Accordingly, the Ethics Board forwarded the complaint for review by the Hearing Examiner pursuant to Article III, Section B.7.f. *Resolution 2020-13; Ethics Board Determination (Ethics Complaint 2020-02)*.

Complaint 2020-05

7. Mr. Peltier filed a second ethics complaint (Complaint 2020-05) with the City Clerk on November 11, 2020, alleging violations of the Code of Ethics (Article II) by Councilmember Kol Medina. Complaint 2020-05 alleges violations of Article II, Section D.1.b, Conflict of Interest, which provides in relevant part, “[A] Councilmember . . . shall not take any direct official action^[5] on a matter if they . . . [h]ave a significant financial or private interest in that matter.” *Ethics Complaint 2020-05; Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021*.
8. Complaint 2020-05 asserts that the Respondent violated Article II, Section D.1.b, by taking direct official actions during an October 27, 2020, City Council meeting regarding Ethics Board Operating Rules that related to a different ethics complaint (Complaint 2020-03) filed against the Respondent. Specifically, Complaint 2020-05 asserts that the Respondent moved to amend the Ethics Board Operating Rules to require dismissal of anonymous complaints, which the complaint appears to contend would have affected the other, pending complaint against then-Councilmember Medina because it had been filed by an attorney on behalf of an anonymous client. *Ethics Complaint 2020-05; Hearing Examiner’s Decision on Dispositive Motion, dated March 16, 2021*.

⁴ Article III, Section B.7.a - d provides that the Ethics Board shall dismiss a complaint if, after review of the complaint and any response, it determines that: (a) the complaint alleges violations of Article I rather than Article II; (b) the complaint lacks reasonable credibility; (c) the facts stated in the complaint, even if true, would not constitute a violation of Article II; or (d) any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of Article II. Article III, Section B.7.e provides that the Ethics Board shall hold the complaint for action at a future time if the matter is the subject of litigation.

⁵ Article VI of the City Code of Conduct and Ethics Program defines *direct official action* in relevant part as “taking action, as defined by RCW 42.30.020, in an open public meeting,” and explicitly excludes from the definition “acts that do not affect the disposition of decision with respect to the matter.” RCW 42.30.020(3) provides:

“Action” means the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. “Final action” means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

Response to Complaint 2020-05

9. The Repondent submitted a written response to Complaint 2020-05, which argued, similar to his response to Complaint 2020-02, that the complaint should be dismissed as moot because it was submitted on the same day that his resignation from the City Council became effective. The reponse to Complaint 2020-05 also asserted that the Respondent did not violate the conflict of interest provisions of Article II, Section D.1.b, because any amendment to the Ethics Board Operating Rules would not operate retroactively and, therefore, would not affect any pending ethics complaint filed against him and, alternatively, because he later proposed that the Council table his motions to amend the Ethics Board Operating Rules on Novermber 10, 2020, prior to the November 16, 2020, Ethics Board meeting at which it would consider the ethics complaint against him in Complaint 2020-03. *Response to Ethics Complaint 2020-05; Hearing Examiner's Decision on Dispositive Motion, dated March 16, 2021.*

Ethics Board Determination on Complaint 2020-05

10. The Ethics Board reviewed Complaint 2020-05 and the Respondent's response and, on January 25, 2021, issued a determination that the facts asserted in the complaint appear reasonably credible and appear to constitute a violation of Article II. As with the Ethics Board's Determation on Complaint 2020-02, the Determination on Complaint 2020-05 notes that the Ethics Board lacks authority to grant the Respondent's request to dismiss the complaint based on his status as a former councilmember and, further, that dismissal of the complaint or holding the complaint for action at a future time would not be warranted under Article III, Section B.7.a - e. Accordingly, the Ethics Board fowarded the complaint for review by the Hearing Examiner. *Resolution 2020-13; Ethics Board Determination (Ethics Complaint 2020-05).*

The Role of the Hearing Examiner

11. Under Article IV of the resolution, "Hearings conducted by the Hearing Examiner shall be informal and held in accordance with the rules of procedure adopted by the Hearing Examiner, except to the extent that such rules conflict with the terms of this Ethics Program." The Rules of Procedure for Proceedings before the Hearing Examiner of the City of Bainbridge Island (Rules) allow for the submission of briefs and motions, including motions requesting dismissal of an action, and provide the Hearing Examiner with discretion to dismiss an action without a hearing "if the Hearing Examiner determines that it fails to state a claim for which the Hearing Examiner has jurisdiction to grant relief, or it is without merit on its face, frivolous, or brought merely for the purpose of delay." *Rule 2.3.1.* In addition, the rules provide the Hearing Examiner with authority to issue Prehearing Orders to set a hearing date, establish a briefing and motion schedule, and address any other matters appropriate for the orderly and expeditious disposition of the proceedings. *Rule 2.4.1. Resolution 2020-13; Hearing Examiner's Decision on Dispositive Motion, dated March 16, 2021.*

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12. If it is determined, following the Hearing Examiner's review under Article IV, that the alleged Code of Ethics violations(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more violations are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed (Article II). *Resolution 2020-13; Hearing Examiner's Decision on Dispositive Motion, dated March 16, 2021.*

Pre-Hearing Matters

13. The Hearing Examiner issued a Pre-Hearing Order, revised February 24, 2021, setting a hearing on the complaints for March 24, 2021, and allowing the parties to submit any motions by March 5, 2021, with any responses to the submitted motions due by March 12, 2021. *Hearing Examiner's Pre-Hearing Order, revised February 24, 2021.*
14. The Respondent timely filed a motion to dismiss both complaints, which asserted that the complaints were moot because he no longer serves as a councilmember and, therefore, there was no effective relief that could be provided for the alleged violations under the code of ethics. Special Counsel Andrew James Sletten (Special Counsel) submitted a timely response in opposition to the Respondent's motion to dismiss. *Respondent Motion to Dismiss, dated March 5, 2021; Response of Special Counsel to Respondent's Motion to Dismiss, dated March 12, 2021.*
15. After reviewing the Respondent's motion, Special Counsel's response, and all documents submitted by the parties in relation to the motion, the Hearing Examiner denied the Respondent's motion to dismiss the complaints on March 16, 2021. In denying the Respondent's motion to dismiss the complaints as moot, the Hearing Examiner noted that Complaint 2020-02 alleges a violation of the confidentiality provisions of Article II, Section C, which explicitly apply to "former Councilmember[s]" and therefore impose a continuing obligation on councilmembers to abide by its terms after leaving office. The Hearing Examiner also noted that the City Council could impose sanctions against a councilmember for an ethics violation that include issuing a verbal, non-public admonition; a reprimand in the form of a letter; censure in the form of a written statement; or other non-specified sanctions. The Hearing Examiner reasoned that these sanctions could provide effective relief from a violation of the resolution's confidentiality rules by a councilmember who has since left office by reminding the former councilmember of his or her continuing confidentiality obligations and, therefore, determined that Complaint 2020-02 should not be summarily dismissed as moot. The Hearing Examiner also denied the Respondent's motion to dismiss Complaint 2020-05 without squarely addressing whether the complaint was moot, reasoning that the matter should proceed to a hearing in the interests of judicial efficiency but that the Hearing Examiner would consider any additional argument from the Respondent on the mootness

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issue at the hearing. *Resolution 2020-13; Hearing Examiner's Decision on Dispositive Motion, dated March 16, 2021.*

Briefs

16. Special Counsel filed a prehearing brief on March 17, 2021, in which Special Counsel asserts that direct and circumstantial evidence would appear to support a determination by clear and convincing evidence that the Respondent violated his duty of confidentiality under Article II, Section C, as alleged in Complaint 2020-02. Specifically, Special Counsel contends that the following facts would support a determination that the Respondent violated Article II, Section C:
- The City Council meeting minutes from April 3, 2018, which were signed by the Respondent, support the fact that the Respondent attended an executive session on that date.
 - The documented purpose of the executive session was “to consider the selection of a site or acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.” *Exhibit A-2.*
 - At a City Council meeting on April 10, 2018, the Respondent stated that City Councilmembers had discussed the possibility of acquiring property through eminent domain for a police facility but that, based on those discussions, it did not appear that a majority of councilmembers would support such a proposal.
 - The Respondent acknowledges authoring an email to a constituent, dated April 18, 2018, in which he disclosed that Mr. Peltier was the councilmember who had raised and supported the possibility of using eminent domain to acquire property for a police facility.
 - The Respondent argues that prior public discussions with other councilmembers, including Mr. Peltier, about the possibility of using eminent domain to acquire property for a police facility absolved him of the duty of confidentiality under the Code of Ethics rules.
 - Under penalty of perjury, Mr. Peltier alleges in Complaint 2020-02 that the City Council discussed using eminent domain to acquire property at the April 3, 2018, executive session.
 - In his response to Complaint 2020-02, the Respondent states that he cannot confirm whether the subject of eminent domain was discussed at the executive session because such confirmation would, itself, constitute a violation of the confidentiality rules. This statement appears to be an admission by the Respondent that he had, and continues to have, a duty of confidentiality not to disclose that the topic of eminent domain was discussed at the executive session.
 - The Respondent's assertion that his comments on eminent domain related to private conversations with Mr. Peltier and another councilmember is contradicted by his statements at the April 10, 2018, City Council meeting that it did not

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appear to him that a majority of councilmembers would support a proposal to use eminent domain.

Special Counsel Brief, dated March 17, 2021.

17. In support of Special Counsel’s assertion that clear and convincing evidence demonstrated that the Respondent violated Article II, Section C, Special Counsel submitted: a copy of the Respondent’s April 18, 2018, email to a constituent in which the Respondent stated that Mr. Peltier had raised the possibility of using eminent domain to acquire property for a police facility; a copy of the April 3, 2018, Special City Council Meeting Minutes, which documented that councilmembers discussed the acquisition of real estate during an executive session; and a copy of a news article published in the *Bainbridge Island Review*, which noted that the Respondent had stated at an April 10, 2018, City Council meeting that councilmembers recently explored the possibility of using eminent domain to acquire property for a new police facility. *Exhibits A-1 through A-3.*
18. Regarding Complaint 2020-05, Special Counsel asserts that it is unlikely that clear and convincing evidence would support a determination that the Respondent violated Article II, Section D.1.b, based on the following:
 - The pertinent issue with regard to Complaint 2020-05 is whether the Respondent had a significant financial or private interest in the matter of amending the Code of Ethics Program to require the City Clerk to not accept any future complaints where a complainant’s name and address is not provided.
 - The Code of Ethics Program requires that the name and address of a complainant be provided. The amendment at issue merely clarified an administrative requirement for accepting a complaint but did not change the actual requirements a person must satisfy to file a complaint.
 - Additionally, the language of the amendment did not direct that previous complaints with that defect would be null and void, and there was no indication of retrospective application of the proposed amendment.
 - There is no clear significant financial or private interest of the Respondent implicated in the proposed changes to the Code of Ethics Program identified in Complaint 2020-05.

Special Counsel Brief, dated March 17, 2021.

19. The Respondent filed a prehearing brief on March 17, 2021, in which he states that he would not participate at the hearing and would instead rely solely on his previous responses to the complaints, which were given under penalty of perjury, and on his motion to dismiss the complaints as moot. *Respondent Brief, dated March 17, 2021.*

Hearing

20. As noted above, the Respondent did not participate at the hearing, and no witnesses were called to testify.
21. Special Counsel argued at the hearing that clear and convincing evidence would support a determination that the Respondent violated Article II, Section C, as alleged in Complaint 2020-02, for the reasons set forth in Special Counsel’s prehearing brief. Special Counsel stressed that the Respondent’s assertion that he could not confirm whether the topic of eminent domain was discussed during executive session due to the confidentiality rules suggests that the topic was, in fact, discussed during the session and, therefore, his later disclosures constituted violations of the Code of Ethics. Regarding Complaint 2020-05, Special Counsel argued at the hearing that clear and convincing evidence would not support a determination that the Respondent violated Article II, Section D.1.b, because the Respondent’s proposed amendment to the Code of Ethics would apply only prospectively and would merely clarify existing rules under the program and, therefore, the proposed amendment would not provide any material benefit to the Respondent. Special Counsel also reasserted the position that Complaint 2020-02 cannot be moot because the Code of Ethics’ dictates that a councilmember’s obligation to maintain confidentiality continues after the councilmember leaves office. *Argument of Special Counsel.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and determine whether alleged violations of the Code of Ethics (Article II) have been proven by clear and convincing evidence. *City of Bainbridge Island Code of Conduct and Ethics Program (Program), Resolution No. 2020-13, Article IV, Section A.*

Criteria for Review

Article IV, Section A.4, of the Program provides:

[T]he Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation(s) are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics (Article II) violations.

The Program does not define clear and convincing evidence. The Washington Supreme Court has noted that the clear and convincing evidence standard “is a quantum of proof that is more than a preponderance of the evidence, but less than what is needed to establish proof beyond a

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reasonable doubt.” *In re Estate of Barnes*, 185 Wn.2d 1, 10 n.5, 367 P.3d 580 (2016). Further guidance on the clear and convincing evidence standard is provided by Washington Pattern Jury Instruction-Civil 360.06, which states in part:

Clear, cogent, and convincing evidence exists when the element has been shown by the evidence to be highly probable. Proof by clear, cogent, and convincing requires a greater showing than is required under the “preponderance of the evidence” standard that is used in many other civil cases. Preponderance of the evidence exists when an element has been shown to be more probably true than not true. On the other hand, proof by clear, cogent, and convincing evidence does not require as great a showing as is required under the “reasonable doubt” standard used in criminal cases. Reasonable doubt means such a doubt as exists in the mind of a reasonable person after fully, fairly, and carefully considering all the evidence or lack of evidence.

Conclusions Based on Findings

- 1. Clear and convincing evidence supports a determination that the Respondent violated Article II, Section C, of the Code of Ethics, as alleged in Complaint 2020-02.** Article II, Section C provides in relevant part that it is a violation of the Code of Ethics for any Councilmember or former Councilmember to “disclose . . . confidential . . . information obtained in executive session.” The Respondent and City Councilmembers attended an executive session on April 3, 2018, the documented purpose of which was “to consider the selection of a site or acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.” *Exhibit A-2*. The Respondent has neither denied nor confirmed that the specific topic of potentially using eminent domain to acquire property for a new police facility was discussed at the executive session, and the Hearing Examiner finds credible Mr. Peltier’s assertions in Complaint 2020-02 that the specific topic of eminent domain was discussed during the April 3, 2018, executive session. Accordingly, clear and convincing evidence establishes that the Respondent obtained confidential information during an executive session for which he had, and continues to have, a duty not to disclose under Article II, Section C. After obtaining this confidential information at the executive session, Respondent attended a City Council meeting on April 10, 2018, at which he stated that councilmembers had discussed the possibility of acquiring property through eminent domain for a new police facility but that it did not appear to him that a majority of councilmember would support such a proposal. The Respondent again discussed councilmembers’ consideration of using eminent domain to acquire property for a police facility in an April 18, 2018, email to a constituent, in which the Respondent specifically stated that Mr. Peltier was the Councilmember who had raised the possibility of using eminent domain. The Respondent does not dispute that he disclosed the potential use of eminent domain at the April 10, 2018, City Council meeting or in his April 18, 2018, email, but instead contends that his discussion of eminent domain was based on private conversations with Mr. Peltier and other councilmembers outside of executive session.

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The Respondent, however, has not supported this contention with any testimony or sworn affidavits from other councilmembers. More importantly, even accepting the Respondent's contention as true, it would not relieve him of the obligation to not disclose "confidential information" discussed at the executive session, which is defined in part by the Code of Ethics to include "specific information, rather than generalized knowledge, that is not available to the general public on request." *Article VI - Definitions*. Private conversations with councilmembers outside of executive session on a topic later discussed during a confidential executive session do not render the topic as generalized public knowledge not subject to the confidentiality rules under the Code of Ethics. The Respondent's claim that Complaint 2020-02 is moot has been addressed in the Hearing Examiner's previous decision denying the Respondent's motion to dismiss, and the Respondent has not presented a compelling argument for the Hearing Examiner to revisit that decision. Accordingly, clear and convincing evidence supports a determination that the Respondent violated Article II, Section C, of the Code of Ethics. *Findings 1 – 6, 11 – 21.*

2. **Clear and convincing evidence does not support a determination that the Respondent violated Article II, Section D.1.b, of the Code of Ethics, as alleged in Complaint 2020-05.** Article II, Section D.1.b, provides in relevant part that it is a violation for any councilmember to take any direct official action on a matter if he or she has a "significant financial or private interest in that matter." Complaint 2020-05 alleges that the Respondent violated this provision by proposing an amendment to the Ethics Board Operating Rules that would require the City Clerk to reject ethics complaints that fail to provide the complainant's name and address because, at the time of proposing the amendment, the Respondent had a complaint filed against him by an attorney on behalf of an anonymous client. The proposed amendment, however, would not apply retroactively to pending complaints and, therefore, would not have any effect on the complaint filed against the Respondent. Therefore, the Respondent did not have a significant private interest in the amendment and, therefore, did not have any conflict of interest preventing him from proposing it. Moreover, even assuming that the Respondent had some tangential interest in the proposed amendment as a result of the pending complaint against him, such interest would not be "significant" under the Code of Ethics. Article III, Section A.2, provides a substantive requirement that complaints "must include the name and address of the complainant," and the amendment proposed by the Respondent would merely give effect to Article III, Section A.2, by requiring the City Clerk to reject complaints not meeting this requirement. Accordingly, clear and convincing evidence does not support a determination that the Respondent violated Article II, Section D.1.b, as alleged in Complaint 2020-05. Because the Hearing Examiner has determined that clear and convincing evidence does not support Complaint 2020-05, the Hearing Examiner declines to address whether the complaint is moot, as argued by the Respondent. *Findings 1, 2, 7 – 21.*

DECISION

Clear and convincing evidence **SUPPORTS** a determination that the Respondent violated Article II, Section C, of the Code of Ethics, as alleged in Complaint 2020-02. Clear and convincing evidence **DOES NOT SUPPORT** a determination that the Respondent violated Article II, Section D.1.b, of the Code of Ethics, as alleged in Complaint 2020-05. Accordingly, the City Council shall schedule an executive session within 45 business days of receipt of this decision, consistent with Article IV, Section B of the Code of Ethics, to take further action as it deems appropriate.

Decided this 7th day of April 2021.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: May 25, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:55 PM) Consideration of Adding "No Parking" Signs on Miller Road - Councilmember Carr,

SUMMARY: The City Council has expressed an interest in exploring methods of controlling parking along the side of Miller Road adjacent to the Grand Forest Parking lot. The purpose of this agenda item is so that Council and staff can share ideas on how to approach signage.

Councilmember Carr submitted the following description of the project via an email to staff on May 5, 2021:

"Even on nice winter days, there is a significant safety issue for bicyclists and pedestrians created by cars parked in/on the shoulder. Enforcement is not the issue – safety is the issue. No parking signs do not need to wait for a traffic calming concept. At least restrict parking at the immediate entrance to the main parking area so pedestrians don't have to play a game of Frogger to cross Miller Road. This would reduce parking by maybe 3-4 cars. And, as discussed, the Park District has parking areas at Grand Forest East and Battle Point Park.

Parking in/on the shoulder necessitates cyclists going into the travel lane. This is a high speed, high truck traffic arterial road. Why did we spend public funds to widen shoulders for the express purpose of providing space outside the travel lane for cyclists (and pedestrians) if we allow parking that obstructs the non-motorized facility?"

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to direct the City Manager to install "no parking" signs [add language on the location] along Miller Road adjacent to the Grand Forest main parking area by July 5, 2021.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	TBD
Ongoing Cost:	TBD
One-Time Cost:	TBD
Included in Current Budget?	No

BACKGROUND: At their meeting on May 11, 2021, the City Council added this item to discuss no-parking signs on Miller Road. The staff will hear from the Council regarding their concerns related to parking in this area, and will present a recommendation for discussion and consideration.

ATTACHMENTS:

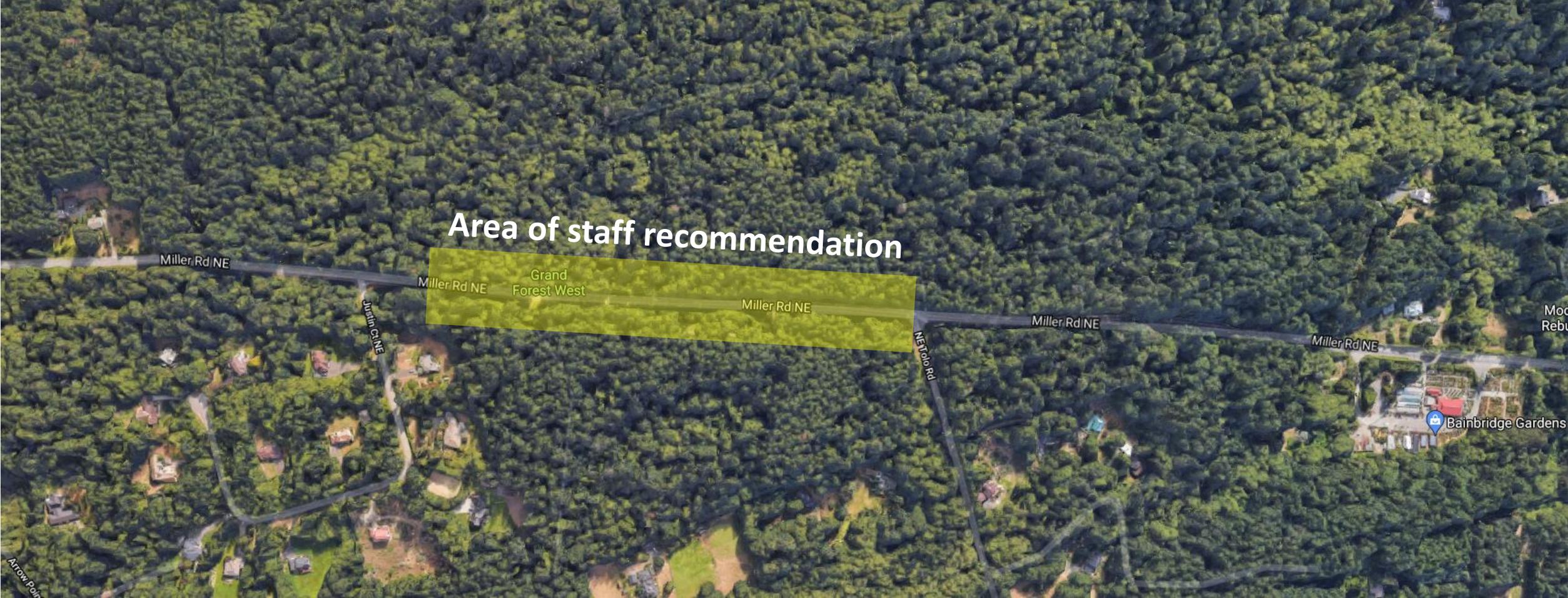
[Miller GF Parking Signs.pdf](#)

FISCAL DETAILS: TBD

Fund Name(s):

Coding:

Miller Road / Grand Forest Context



May 25, 2021

Miller Road / Grand Forest Parking – Staff Recommendations



- Focus parking signs on area adjacent to the parking lot
- Formalize off-shoulder parking in two areas with gravel/signage
- Add bicycle lane symbols on both sides of the road