



CITY OF  
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, AUGUST 24, 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. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**

**3. PUBLIC COMMENT - 6:10 PM**

Public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes to speak. Public comment is not taken on individual agenda items during the meeting. Please refer to guidelines and instructions for public comment attached below.

- 3.A [Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk](#), 15 Minutes**  
[Instructions for Providing Public Comment at Remote Meetings.pdf](#)

**4. CONSENT AGENDA**

All items listed under this section are considered to be routine and will be acted upon with one motion and one vote. There will be no separate discussion of these items unless a member of the City Council, or City Manager so requests, in which event, the item will be considered separately in its normal sequence.

- 4.A [\(6:25 PM\) Agenda Bill for Consent Agenda](#), 5 Minutes**

- 4.B [Approve Accounts Payable and Payroll](#),  
[AP Report to Council of Cash Disbursements 08-25-21.pdf](#)  
[Council Report PR 8-20-21-signed.pdf](#)**

- 4.C [Approve City Council Meeting Minutes](#),  
[City Council Regular Business Meeting Minutes, August 10, 2021.pdf](#)**

- 4.D **Approve Ordinance No. 2021-24 Relating to 2021 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance** 5 Minutes  
 2021\_2nd\_QTR\_BUA\_Transmittal\_Memo\_Final.docx  
 ORD\_2021-24\_2nd\_QTR\_Budget\_and\_CIP\_Amendments.docx  
 Ord\_2021-24\_Attachment\_A-Q2\_Budget\_Amendments.pdf  
 Ord\_2021-24\_Attachment\_B-Q2\_Budget\_Amendments.pdf
- 4.E **Consider High School Road Safety Improvements Project Contract Award (\$324,523.00) and Budget Amendment (\$180,000.00) - Public Works,**  
 Bid Form HS Rd Safety Imp.docx  
 Contract HS Rd Safety Imp.docx  
 WSDOT 2021.08.04 LAAS #2.pdf  
 Bid Memo HS Rd Safety Imp.pdf  
 HSR Safety Plans.pdf
- 4.F **Consider Country Club Road Bulkhead Spot Repairs Contract Award (\$332,613.16) and a Budget Amendment (\$101,000.00) - Public Works,**  
 Bid Form Country Club Rd Bulkhead Spot Repairs.docx  
 Contract Country Club Rd Bulkhead Spot Repairs.docx
- 4.G **Approve Contract Amendment for an Additional \$24,120.00, FCS 100% Cost Recovery Fee Study PCD - Planning,** 5 Minutes  
 Amendment No. 2 to PSA with FCS Group for Fee Study.docx  
 Amendment No. 1 to PSA with FCS Group Fee Study  
 Fully Executed FCS Group PSA Contract Signed 122019.pdf  
 Amendment Request FCS
- 4.H **Authorize Application for City Sponsored Civic Improvement Fund Projects - Lodging Tax Advisory Committee (LTAC) Funding Proposals (\$56,000; \$28,000; \$70,000) - Public Works,** 5 Minutes  
 2022\_City\_Sponsored\_LTAC\_Proposals FINAL.pptx
- 4.I **Approve Council High Priority List from July 17 Retreat,** 5 Minutes  
 Council Priority Projects 2021-2022
- 4.J **Approve Ordinance No. 2021-20, Complete Streets Ordinance - Public Works,** 5 Minutes  
 Ordinance 2021-20 Relating to Complete Streets.docx
- 4.K **Consider Confirmation of Recommended Appointment to the Utility Advisory Committee - Council,** 5 Minutes  
 Brandt-Erichsen - UAC (Redacted).pdf
- 4.L **Authorize Issuance of Request for Proposals for the Cultural Funding Award Cycle with a Total Award Amount of \$300,000 for 2022 - 2023 - Executive,** 5 Minutes  
 2022-2023 Cultural Funding RFP for CC 08242021.docx

5. **COUNCIL ANNOUNCEMENTS - 6:30 PM**

6. **CITY MANAGER'S REPORT - 6:40 PM**

7. **PRESENTATION(S)**

- 7.A **(6:45 PM) Approve Proclamation declaring September 2021 as Childhood Cancer Awareness Month - Mayor Nassar**, 5 Minutes  
Childhood Cancer Awareness Month Proclamation 2021.docx

8. **PUBLIC HEARING(S)**

- 8.A **(6:50 PM) Ordinance 2021-10 Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E., Hold Public Hearing and Consider Approval - Planning**, 20 Minutes  
Final CC Presentation.pptx  
20210824 CC Staff Memo.docx  
Ordinance No. 2021-10 - Public Hearing Draft - Revising Bonus FAR Regulations.docx  
Exhibit A to Ordinance No. 2021-10.pdf  
Tawresey 20210728 Comment to Planning Commission.pdf  
MUTC and HS Rd Map.pdf  
ORD 2021-10 PC Recorded Motion 072921.pdf  
20200924 PC Staff Memo.pdf  
WMP Goals & Policies Related to FAR.pdf

9. **UNFINISHED BUSINESS**

- 9.A **(7:10 PM) Identify Projects for Funding by the American Rescue Plan Act (ARPA)** 45 Minutes  
Consolidated\_ARPA Recommendations for 08242021.docx
- 9.B **(7:55 PM) Accept Responses to Council Questions related to SR305 Roundabout Project - Public Works**, 15 Minutes  
WSDOT SR305 Roundabout Q\_A Memo.docx  
SR305 Roundabout Plans.pdf

10. **NEW BUSINESS**

- 10.A **(8:10 PM) Consider Ordinance No. 2021-25, Sales and Use Tax Increase of One-Tenth of One Percent for Affordable Housing and Related Services - Finance**, 10 Minutes  
Ordinance No. 2021-25\_Relating to Affordable Housing Sales Tax Increase.docx  
Affordable Housing Sales Tax Memo - for packet\_08.19.21.docx
- 10.B **(8:20 PM) Consider Historic Preservation Commission 2021 Work Plan and 2020 Work Plan Summary - Planning**, 15 Minutes  
2020 Summary of Activities.docx  
2021 Work Plan  
FotF Letter for Council Packet 8-24-21.pdf
- 10.C **(8:35 PM) Consider Appointments to the Historic Preservation Commission - City Council**, 5 Minutes  
Chandler - HPC (Redacted).pdf  
Cliver - HPC (Redacted).pdf  
Romann - HPC (Redacted).pdf

- 10.D (8:40 PM) Discuss Ferncliff Avenue Water Line Extension Rate Structure Recommendation and Code Revision - Public Works, 20 Minutes**  
[Ferncliff\\_Water\\_Extension\\_Cost\\_Distribution\\_Memo\\_081921.docx](#)  
[Appendix A - Water Main Extension Funding Alternatives \(8-12-21\).docx](#)  
[Appendix B - Resolution No. 2021-02.pdf](#)  
[Ferncliff Water Extension.pptx](#)

## 11. ADJOURNMENT - 9:00 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](mailto:cityclerk@bainbridgewa.gov) by noon on the day preceding the meeting.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk,

**SUMMARY:** The attached instructions and guidelines 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:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

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

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



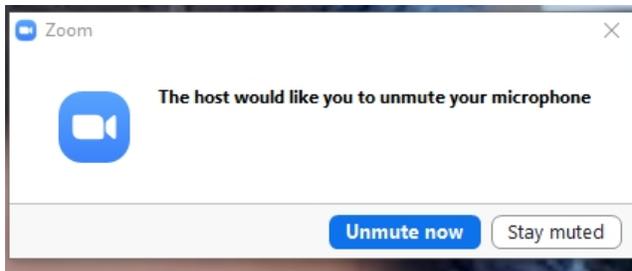
CITY OF  
BAINBRIDGE ISLAND

CITY CLERK'S OFFICE

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](mailto:council@bainbridgewa.gov) or the City Clerk at [cityclerk@bainbridgewa.gov](mailto: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.

## Excerpt from the Governance Manual regarding public comment:

### **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 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.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:25 PM) Agenda Bill for Consent Agenda,

**SUMMARY:** Consider approval of the following Consent Agenda items:

- B. Approve Accounts Payable and Payroll
- C. Approve City Council Minutes
- D. Approve Ordinance No. 2021-24 Relating to 2021 2nd Quarter Budget and Updated Capital Improvement Plan Amendments
- E. Consider High School Road Safety Improvements Project Contract Award (\$324,523) and Budget Amendment (\$180,000)
- F. Consider Country Club Road Bulkhead Spot Repairs (\$332,613.16) Contract Award and Budget Amendment (\$101,000)
- G. Approve Contract Amendment for Additional \$24,120.00, FCS 100% Cost Recovery Study
- H. Approve City-Sponsored Civic Improvement Fund Projects - Lodging Tax Advisory Committee (LTAC) Funding Proposals (\$56,000; \$28,000; \$70,000)
- I. Approve Council High Priority List from July 17 Retreat
- J. Approve Ordinance No. 2021-20, Complete Streets Ordinance
- K. Consider Confirmation of Recommended Appointment to Utility Advisor Committee
- L. Authorize Issuance of Request for Proposals for the Cultural Funding Award Cycle with a Total Award Amount of \$300,000 for 2022 - 2023

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

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

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Approve Accounts Payable and Payroll,

**SUMMARY:** Consider approval of payroll and accounts payable.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve accounts payable and payroll.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[AP Report to Council of Cash Disbursements 08-25-21.pdf](#)

[Council Report PR 8-20-21-signed.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: August 09, 2021 - August 23, 2021  
 CITY COUNCIL: August 10, 2021 - August 24, 2021

Last check from previous run: 357038 dated 08/11/2021 issued to City of Bainbridge Island for \$3,185.35

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	7/28/21	356836	POL/Alpha Facilities/Incorrect amount void and reissue	N/A
Manual	08/10/21	357039	POL/Alpha Facilities/Software training	1,726.56
Manual	08/10/21	357040	Bainbridge Disposal/Citywide disposal services	4,471.77
Manual	08/10/21	357041	CenturyLink/Citywide telemetry - August 2021	1,253.47
Manual	08/10/21	357042	PW/Island Hands/Janitorial services - July 2021	22,078.09
Manual	08/10/21	357043	CRT/Judicial Conference/Conference	310.00
Manual	08/10/21	357044	PW/Kitsap County Sewer District 7/ERUs - July 2021	21,463.66
Manual	08/10/21	357045	Verizon Wireless/Citywide wireless services	5,639.10
Manual	08/12/21	357046	Puget Sound Energy/Citywide electricity - July 2021	32,284.44
Manual	08/12/21	357047	PW/Verizon Wireless/Modem lines	78.91
Manual	08/12/21	357048	US Bank/Credit card purchases - July 2021	46,751.88

<b>Total Manual Checks and Electronic Disbursements</b>	<b>136,057.88</b>
---	-------------------

Regular Run	08/25/21	357039-357139	<b>Total Regular Check Run</b>	<b>857,169.82</b>
<b>Total Disbursements</b>				<b>993,227.70</b>

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.



8/19/2021

Karl Shaw, Accounting Manager

Date

VOID  
8/9/2021



08/09/2021 12:56  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

356836	07/28/2021	VOID	9790 ALPHA FACILITIES SOL	249544	21202	07/09/2021			-1,756.26
	Invoice: 21202					POL/TRAINING: SOFTWARE MX			
				-1,756.26	51011215 548500	POLICE - C/E FACIL COMP MAINT			

Approval stamp was for the incorrect amount. Void for invoice correction and reissue.

	CHECK	356836	TOTAL:	-1,756.26
NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		-1,756.26

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	1,756.26

\*\*\* GRAND TOTAL \*\*\* -1,756.26

08/09/2021 12:56  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	8	48									
APP	001-213000		08/09/2021	356836	VOID			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			1,756.26
APP	635-111100		08/09/2021	356836	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		1,756.26	
GENERAL LEDGER TOTAL										1,756.26	1,756.26
APP	631-130000		08/09/2021	07/25/21	VOID			DUE TO/FROM CLEARING			1,756.26
APP	001-130000		08/09/2021	07/25/21	VOID			GENERAL - DUE TO/FROM CLEARING		1,756.26	
SYSTEM GENERATED ENTRIES TOTAL										1,756.26	1,756.26
JOURNAL 2021/08/48 TOTAL										3,512.52	3,512.52

08/09/2021 12:56  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2021	8	48	08/09/2021			
	001-130000					GENERAL - DUE TO/FROM CLEARING	1,756.26	
	001-213000					GENERAL - ACCOUNTS PAYABLE		1,756.26
						FUND TOTAL	1,756.26	1,756.26
631	CLEARING FUND	2021	8	48	08/09/2021			
	631-130000					DUE TO/FROM CLEARING		1,756.26
	635-111100					CASH	1,756.26	
						FUND TOTAL	1,756.26	1,756.26

08/09/2021 12:56  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,756.26
631	CLEARING FUND	1,756.26	
	TOTAL	1,756.26	1,756.26

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

08/10/2021 15:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
357039	08/10/2021	PRTD	9790 ALPHA FACILITIES SOL	249544	21202	07/09/2021	M081021	1,726.56
	Invoice: 21202					POL/TRAINING: SOFTWARE MX		
				1,726.56	51011215	548500	POLICE - C/E FACIL COMP MAINT	
						CHECK	357039 TOTAL:	1,726.56
357040	08/10/2021	PRTD	47 BAINBRIDGE DISPOSAL	249873	0001111431	07/31/2021	M081021	4,029.55
	Invoice: 0001111431					CITY WIDE DISP SVCS		
				143.70	91011215	547900	GG-C/E-PD-GARBAGE	
				477.92	91011768	547900	GG-C/E-PARKS-GARBAGE	
				433.74	91425358	547900	GG-WWTP-GARBAGE (NOT BIOSOLIDS)	
				2,954.23	91011897	547900	GG-C/E-O&M YARD FAC-GARBAGE	
				9.98	91111427	547900	GG-STREET-ROADSIDE-GARBAGE	
				9.98	91111427	547900	GG-STREET-ROADSIDE-GARBAGE	
	Invoice: 0001111621			249874	0001111621	07/31/2021	M081021	363.26
				363.26	91011189	547900	CITY HALL DISP SVCS JUL 2021	
							GG-C/E-CITY HALL-GARBAGE	
	Invoice: 0001111677			249875	0001111677	07/31/2021	M081021	78.96
				78.96	91011189	547903	BIG BELLY DISP SVCS JUL 2021	
							BIG BELLY SOLAR GARBAGE CANS	
						CHECK	357040 TOTAL:	4,471.77
357041	08/10/2021	PRTD	551 CENTURYLINK	249876	0456AUG21	08/02/2021	M081021	84.99
	Invoice: 0456AUG21					VILLAGE SEWER PUMP		
				84.99	91421891	542100	GG-SWR-FAC-PHONE	
	Invoice: 0225AUG21			249877	0225AUG21	08/02/2021	M081021	129.37
				129.37	91011897	542100	O&M FIRE ALARM MONIT	
							GG-C/E-O&M YARD FAC-PHONE	
	Invoice: 0754AUG21			249878	0754AUG21	08/02/2021	M081021	65.94
				65.94	91411891	542100	FLETCHER BAY WELL TELEM	
							GG-WTR-FAC-PHONE	
	Invoice: 1745AUG21			249879	1745AUG21	08/02/2021	M081021	60.98
				60.98	91011189	542100	CH ELEVATOR SVC LINE	
							GG-C/E-CITY HALL-PHONE	
	Invoice: 3736AUG21			249880	3736AUG21	08/02/2021	M081021	129.37
				129.37	91011189	542100	CH FIRE ALARM MONIT	
							GG-C/E-CITY HALL-PHONE	
	Invoice: 8731AUG21			249881	8731AUG21	08/02/2021	M081021	66.00
				66.00	91011755	542100	COMMONS FIRE ALARM MONIT	
							GG-C/E-COMMONS-PHONE	
				249882	5211AUG21	08/02/2021	M081021	220.26

08/10/2021 15:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 5211AUG21				220.26 91011215 542100	POL PHN SVCS			
					GG-C/E-PD-PHONE			
Invoice: 9791AUG21				249884 9791AUG21		08/02/2021	M081021	137.80
				137.80 91011215 542100	POL TI MANDUS			
					GG-C/E-PD-PHONE			
Invoice: 9840AUG21				249885 9840AUG21		08/02/2021	M081021	65.94
				65.94 91411891 542100	HEAD OF BAY WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 9858AUG21				249886 9858AUG21		08/02/2021	M081021	50.35
				50.35 91411891 542100	SANDS AVE WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 8834AUG21				249889 8834AUG21		08/04/2021	M081021	74.99
				74.99 91411891 542100	259 FERNCLIFF PRV TELEMTRY			
					GG-WTR-FAC-PHONE			
Invoice: 9136AUG21				249894 9136AUG21		08/02/2021	M081021	167.48
				167.48 91011189 542100	CH SECURITY ALARM MONIT			
					GG-C/E-CITY HALL-PHONE			
					CHECK	357041 TOTAL:		1,253.47
357042 08/10/2021 PRTD		8646 ISLAND HANDS		249887 2127		06/24/2021	M081021	8,208.00
Invoice: 2127								
				7,961.76 73011183 54810101069	EMERGENCY JANITORIAL- COVID-19			
				246.24 73425358 54810101069	COVID19-EXTRA JANITORIAL			
					COVID19-SWR-EXTRA JANITORIAL			
Invoice: 2128				249890 2128		06/24/2021	M081021	13,870.09
				13,662.04 73011183 54110000269	2020-2023 JANITORIAL CONTRACT			
				208.05 73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					JANITORIAL CONTRACT-PRO SVCS			
					CHECK	357042 TOTAL:		22,078.09
357043 08/10/2021 PRTD		4181 JUDICIAL CONFERENCE		249891 DMCMA CONF 2021		08/05/2021	M081021	310.00
Invoice: DMCMA CONF 2021								
				310.00 21011125 443410	62ND WASHINGTON JUDICIAL CONF			
					COURT - TRAINING			
					CHECK	357043 TOTAL:		310.00
357044 08/10/2021 PRTD		1496 KITSAP COUNTY SEWER		249892 JULY2021		07/29/2021	M081021	21,463.66
Invoice: JULY2021								
				21,463.66 73426356 551000	JULY 2021 SEWER UTILITY CHARGE			
					SIS-SD#7 PROCESSING CHGS			

08/10/2021 15:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	357044	TOTAL:	21,463.66
357045	08/10/2021	PRTD	1485 VERIZON WIRELESS	249893	9885360541	08/01/2021	M081021	5,639.10
			Invoice: 9885360541			CITY WIDE WIRELESS SRVCS		
				1,348.93	91011189	54210001069	COVID19-ADD'L CELL PHONES	
				120.03	73411345	542100	O&M-WTR MAINT-PHONE/POSTAGE	
				91.48	72637319	54210000809	WATER QUAL FLOW MONIT-MODEM	
				4,078.66	91011189	542100	GG-C/E-CITY HALL-PHONE	
						CHECK	357045	TOTAL: 5,639.10
					NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***	56,942.65
						<u>COUNT</u>	<u>AMOUNT</u>	
					TOTAL PRINTED CHECKS	7	56,942.65	
							*** GRAND TOTAL ***	56,942.65

08/10/2021 15:10  
cfreitas

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

P 4  
apcshdsb

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	8	62									
APP	001-213000		08/10/2021	M081021	081021			GENERAL - ACCOUNTS PAYABLE		34,017.28	
APP	635-111100		08/10/2021	M081021	081021			AP CASH DISBURSEMENTS JOURNAL CASH			56,942.65
APP	402-213000		08/10/2021	M081021	081021			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		22,436.68	
APP	101-213000		08/10/2021	M081021	081021			STREETS - ACCOUNTS PAYABLE		19.96	
APP	401-213000		08/10/2021	M081021	081021			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		377.25	
APP	631-213000		08/10/2021	M081021	081021			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		91.48	
GENERAL LEDGER TOTAL										56,942.65	56,942.65
APP	631-130000		08/10/2021	M081021	081021			DUE TO/FROM CLEARING		56,851.17	
APP	001-130000		08/10/2021	M081021	081021			GENERAL - DUE TO/FROM CLEARING			34,017.28
APP	402-130000		08/10/2021	M081021	081021			DUE TO/FROM CLEARING		22,436.68	
APP	101-130000		08/10/2021	M081021	081021			STREETS - DUE TO/FROM CLEARING			19.96
APP	401-130000		08/10/2021	M081021	081021			DUE TO/FROM CLEARING			377.25
SYSTEM GENERATED ENTRIES TOTAL										56,851.17	56,851.17
JOURNAL 2021/08/62 TOTAL										113,793.82	113,793.82

08/10/2021 15:10  
cfreitas

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

P 5  
apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 8	62	08/10/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	34,017.28	34,017.28
				FUND TOTAL	34,017.28	34,017.28
101 STREET FUND 101-130000 101-213000	2021 8	62	08/10/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	19.96	19.96
				FUND TOTAL	19.96	19.96
401 WATER OPERATING FUND 401-130000 401-213000	2021 8	62	08/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	377.25	377.25
				FUND TOTAL	377.25	377.25
402 SEWER OPERATING FUND 402-130000 402-213000	2021 8	62	08/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	22,436.68	22,436.68
				FUND TOTAL	22,436.68	22,436.68
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 8	62	08/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	56,851.17 91.48	56,942.65
				FUND TOTAL	56,942.65	56,942.65

08/10/2021 15:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		34,017.28
101	STREET FUND		19.96
401	WATER OPERATING FUND		377.25
402	SEWER OPERATING FUND		22,436.68
631	CLEARING FUND	56,851.17	
	TOTAL	56,851.17	56,851.17

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

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635		111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
357046	08/12/2021	PRTD	1205 PUGET SOUND ENERGY	250015	828JUL21	08/02/2021		M081121	396.56
				250016	IL3JUL21	08/02/2021		M081121	24.67
				250017	647JUL21	08/02/2021		M081121	51.00
				250018	IL9JUL21	08/02/2021		M081121	76.75
				250019	285JUL21	08/02/2021		M081121	250.24
				250020	735JUL21	08/02/2021		M081121	49.99
				250021	182JUL21	08/02/2021		M081121	55.27
				250022	058JUL21	08/02/2021		M081121	46.63
				250023	973JUL21	08/02/2021		M081121	12.81
				250024	558JUL21	08/02/2021		M081121	2,042.96
				250025	336JUL21	08/02/2021		M081121	92.48
				250026	IL11JUL21	08/02/2021		M081121	21.27
				250027	520-330JUL21	08/02/2021		M081121	108.14
				250028	823JUL21	08/02/2021		M081121	66.30
				250029	682-B-JUL21	08/02/2021		M081121	31.34
				250030	736JUL21	08/02/2021		M081121	74.89
				250031	040-581JUL21	08/02/2021		M081121	139.56
				250033	884JUL21	08/02/2021		M081121	124.73
				250034	111JUL21	08/02/2021		M081121	396.21
				250035	717JUL21	08/02/2021		M081121	255.17
				250036	520-374JUL21	08/02/2021		M081121	53.83
				250037	520-136JUL21	08/02/2021		M081121	3,402.80
				250038	IL5JUL21	08/02/2021		M081121	108.74
				250039	291JUL21	08/02/2021		M081121	15.58
				250040	031JUL21	08/02/2021		M081121	128.13
				250041	IL12JUL21	08/02/2021		M081121	54.71

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
250043	573JUL21	08/02/2021		M081121	13.26
250044	040-714JUL21	08/02/2021		M081121	15.24
250045	206JUL21	08/02/2021		M081121	390.32
250046	256JUL21	08/02/2021		M081121	364.10
250047	636JUL21	08/02/2021		M081121	99.17
250048	888JUL21	08/02/2021		M081121	145.47
250049	658JUL21	08/02/2021		M081121	89.85
250050	520-298JUL21	08/02/2021		M081121	290.38
250052	640JUL21	08/02/2021		M081121	13.90
250053	983JUL21	08/02/2021		M081121	12.18
250054	067JUL21	08/02/2021		M081121	11.05
250055	IL7JUL21	08/02/2021		M081121	66.15
250056	466JUL21	08/02/2021		M081121	11.28
250057	093JUL21	08/02/2021		M081121	3,600.54
250058	444JUL21	08/02/2021		M081121	247.62
250059	461JUL21	08/02/2021		M081121	6,812.82
250060	WW&305JUL21	08/02/2021		M081121	337.19
250061	831JUL21	08/02/2021		M081121	4,987.56
250062	797JUL21	08/02/2021		M081121	112.20
250063	247JUL21	08/02/2021		M081121	13.35
250064	143JUL21	08/02/2021		M081121	11.28
250066	IL1JUL21	08/02/2021		M081121	164.38
250067	710JUL21	08/02/2021		M081121	228.51
250068	893JUL21	08/02/2021		M081121	746.25
250069	040-751JUL21	08/02/2021		M081121	11.16
250070	SPRINGJUL21	08/02/2021		M081121	36.94

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
250071	LYNCTRJUL21	08/02/2021		M081121	57.73		
250072	BKLYN&MADJUL21	08/02/2021		M081121	14.88		
250073	2360-MADJUL21	08/02/2021		M081121	14.88		
250074	MAD&ORDJUL21	08/02/2021		M081121	14.88		
250075	BKLYN&NTOWNJUL21	08/02/2021		M081121	14.88		
250076	WING&AZALWAJUL21	08/02/2021		M081121	12.30		
250077	W.OFMAD-PH2JUL21	08/02/2021		M081121	999.68		
250078	E.OFMAD-PH2JUL21	08/02/2021		M081121	1,986.87		
250079	MAD&H.S.JUL21	08/02/2021		M081121	45.42		
250080	2665JUL21	08/02/2021		M081121	146.90		
250081	2681JUL21	08/02/2021		M081121	11.05		
250082	2996JUL21	08/02/2021		M081121	13.90		
250083	3010JUL21	08/02/2021		M081121	11.05		
250084	3028JUL21	08/02/2021		M081121	12.48		
250085	3044JUL21	08/02/2021		M081121	11.05		
250086	3051JUL21	08/02/2021		M081121	11.05		
250087	5760JUL21	08/02/2021		M081121	72.96		
250088	0909JUL21	08/02/2021		M081121	271.79		
250089	0120JUL21	08/02/2021		M081121	17.19		
250090	9485JUL21	08/02/2021		M081121	1,557.67		
250091	8808JUL21	08/02/2021		M081121	25.69		
250092	1182JUL21	08/02/2021		M081121	32.45		
250093	1977JUL21	08/02/2021		M081121	14.78		
			CHECK	357046 TOTAL:	32,284.44		
357047	08/12/2021 PRD	1485 VERIZON WIRELESS	250094	9885360542	08/01/2021	M081121	78.91

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

		CHECK	357047	TOTAL:	78.91
NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***			32,363.35
			<u>COUNT</u>	<u>AMOUNT</u>	
TOTAL PRINTED CHECKS			2	32,363.35	
		*** GRAND TOTAL ***			32,363.35

08/12/2021 16:01  
jkines

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

P 5  
apcshdsb

CLERK: jkines

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	8	67									
APP	401-213000		08/12/2021	M081121	081221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		12,646.87	
APP	635-111100		08/12/2021	M081121	081221			CASH AP CASH DISBURSEMENTS JOURNAL			32,363.35
APP	101-213000		08/12/2021	M081121	081221			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,997.72	
APP	402-213000		08/12/2021	M081121	081221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		9,083.25	
APP	001-213000		08/12/2021	M081121	081221			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,543.25	
APP	403-213000		08/12/2021	M081121	081221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		13.35	
APP	631-213000		08/12/2021	M081121	081221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		78.91	
GENERAL LEDGER TOTAL										32,363.35	32,363.35
APP	631-130000		08/12/2021	M081121	081221			DUE TO/FROM CLEARING		32,284.44	
APP	401-130000		08/12/2021	M081121	081221			DUE TO/FROM CLEARING			12,646.87
APP	101-130000		08/12/2021	M081121	081221			STREETS - DUE TO/FROM CLEARING			4,997.72
APP	402-130000		08/12/2021	M081121	081221			DUE TO/FROM CLEARING			9,083.25
APP	001-130000		08/12/2021	M081121	081221			GENERAL - DUE TO/FROM CLEARING			5,543.25
APP	403-130000		08/12/2021	M081121	081221			DUE TO/FROM CLEARING			13.35
SYSTEM GENERATED ENTRIES TOTAL										32,284.44	32,284.44
JOURNAL 2021/08/67 TOTAL										64,647.79	64,647.79

08/12/2021 16:01  
jkines

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

P 6  
apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 8	67	08/12/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	5,543.25	5,543.25
				FUND TOTAL	5,543.25	5,543.25
101 STREET FUND 101-130000 101-213000	2021 8	67	08/12/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	4,997.72	4,997.72
				FUND TOTAL	4,997.72	4,997.72
401 WATER OPERATING FUND 401-130000 401-213000	2021 8	67	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	12,646.87	12,646.87
				FUND TOTAL	12,646.87	12,646.87
402 SEWER OPERATING FUND 402-130000 402-213000	2021 8	67	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	9,083.25	9,083.25
				FUND TOTAL	9,083.25	9,083.25
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 8	67	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13.35	13.35
				FUND TOTAL	13.35	13.35
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 8	67	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	32,284.44 78.91	32,363.35
				FUND TOTAL	32,363.35	32,363.35

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,543.25
101	STREET FUND		4,997.72
401	WATER OPERATING FUND		12,646.87
402	SEWER OPERATING FUND		9,083.25
403	STORM & SURFACE WATER FUND		13.35
631	CLEARING FUND		
		32,284.44	
	TOTAL	32,284.44	32,284.44

\*\* END OF REPORT - Generated by Jacob Kines \*\*

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
357048	08/12/2021	PRTD 7314 US BANK	249896	07/03/21JB	07/26/2021		USB0721	706.02
			249897	07/05/21JB	07/26/2021		USB0721	638.33
			249898	07/20/21JB	07/26/2021		USB0721	310.40
			249899	07/20/21JB-A	07/26/2021		USB0721	185.00
			249900	07/20/21JB-B	07/26/2021		USB0721	74.07
			249901	07/20/21JB-C	07/26/2021		USB0721	93.90
			249902	07/24/21JB	07/26/2021		USB0721	716.09
			249903	07/12/21CB	07/26/2021		USB0721	163.48
			249904	07/16/21CB	07/26/2021		USB0721	38.86
			249905	07/08/21ZB	07/26/2021		USB0721	64.36
			249906	07/18/21ZB	07/26/2021		USB0721	40.83
			249907	07/15/21ZB	07/26/2021		USB0721	1,177.08
			249908	07/16/21ZB	07/26/2021		USB0721	-117.00
			249909	07/22/21ZB	07/26/2021		USB0721	66.77
			249910	07/25/21ZB	07/26/2021		USB0721	44.62
			249911	07/02/21BB	07/26/2021		USB0721	376.00
			249912	07/03/21BB	07/26/2021		USB0721	76.00
			249913	07/10/21BB	07/26/2021		USB0721	22.00
			249914	07/22/21BB	07/26/2021		USB0721	46.73
			249915	07/22/21BB-A	07/26/2021		USB0721	174.88
			249916	07/01/21JC	07/26/2021		USB0721	7.00
			249917	06/28/21MD	07/26/2021		USB0721	88.90
			249918	06/28/21MD-A	07/26/2021		USB0721	57.76
			249919	06/30/21MD	07/26/2021		USB0721	51.25
			249920	07/02/21MD	07/26/2021		USB0721	1,874.40
			249921	07/07/21MD	07/26/2021		USB0721	822.72

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
249922	07/09/21MD	07/26/2021		USB0721	915.60
249923	07/12/21MD	07/26/2021		USB0721	328.58
249924	07/12/21MD-A	07/26/2021		USB0721	750.00
249925	07/12/21MD-B	07/26/2021		USB0721	1,645.00
249926	07/13/21MD	07/26/2021		USB0721	69.52
249927	07/16/21MD	07/26/2021		USB0721	13.35
249928	07/22/21MD	07/26/2021		USB0721	171.95
249929	07/23/21MD	07/26/2021		USB0721	196.80
249931	07/26/21MD	07/26/2021		USB0721	2,098.00
249932	07/26/21MD-A	07/26/2021		USB0721	123.58
249933	06/29/21KD	07/26/2021		USB0721	10.00
249934	07/01/21KD	07/26/2021		USB0721	58.70
249935	07/08/21KD	07/26/2021		USB0721	76.30
249936	07/08/21KD-A	07/26/2021		USB0721	32.69
249937	07/09/21KD	07/26/2021		USB0721	45.83
249938	06/30/21 BK	07/26/2021		USB0721	56.41
249939	07/14/21BK	07/26/2021		USB0721	720.00
249940	07/14/21BK-A	07/26/2021		USB0721	90.00
249941	06/28/21RL	07/26/2021		USB0721	179.44
249942	06/28/21RL-A	07/26/2021		USB0721	255.02
249943	06/29/21RL	07/26/2021		USB0721	59.95
249944	06/30/21RL	07/26/2021		USB0721	32.25
249945	07/01/21RL	07/26/2021		USB0721	17.42
249946	07/02/21RL	07/26/2021		USB0721	250.70
249948	07/12/21RL	07/26/2021		USB0721	59.94
249949	07/16/21RL	07/26/2021		USB0721	603.46

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
249950	06/28/21AL	07/26/2021		USB0721	44.62
249951	07/02/21AL	07/26/2021		USB0721	1,857.61
249952	07/02/21AL-A	07/26/2021		USB0721	535.91
249953	07/02/21AL-B	07/26/2021		USB0721	476.97
249954	07/07/21AL	07/26/2021		USB0721	100.00
249956	07/08/21AL	07/26/2021		USB0721	55.50
249957	07/15/21AL	07/26/2021		USB0721	220.18
249958	07/13/21AL	07/26/2021		USB0721	454.53
249959	07/15/21AL-A	07/26/2021		USB0721	1,573.16
249960	07/16/21AL	07/26/2021		USB0721	17.16
249961	07/19/21AL	07/26/2021		USB0721	27.95
249962	07/19/21AL-A	07/26/2021		USB0721	88.25
249963	07/19/21AL-B	07/26/2021		USB0721	1,478.60
249964	07/26/21AL	07/26/2021		USB0721	6,900.00
249965	06/29/21CL	07/26/2021		USB0721	49.13
249966	07/05/21CL	07/26/2021		USB0721	30.48
249967	07/05/21CL-A	07/26/2021		USB0721	51.37
249968	07/20/21CL	07/26/2021		USB0721	739.64
249969	06/25/21DM	07/26/2021		USB0721	474.59
249970	06/25/21DM-A	07/26/2021		USB0721	2,584.39
249971	06/27/21DM	07/26/2021		USB0721	330.79
249972	06/27/21DM-A	07/26/2021		USB0721	70.37
249973	06/29/21DM	07/26/2021		USB0721	244.16
249974	07/09/21DM	07/26/2021		USB0721	257.80
249975	07/09/21DM-A	07/26/2021		USB0721	402.42
249976	07/13/21DM	07/26/2021		USB0721	120.00

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
249977	07/23/21DM	07/26/2021		USB0721	456.71
249978	07/15/21CM	07/26/2021		USB0721	6.00
249979	07/08/21DP	07/26/2021		USB0721	75.00
249980	07/01/21JR	07/26/2021		USB0721	900.00
249981	07/19/21JR	07/26/2021		USB0721	420.00
249982	07/21/21JR	07/26/2021		USB0721	57.00
249983	07/21/21JR-A	07/26/2021		USB0721	57.00
249984	07/21/21JR-B	07/26/2021		USB0721	196.19
249985	07/01/21MS	07/26/2021		USB0721	386.95
249986	07/07/21MS	07/26/2021		USB0721	134.59
249987	07/01/21SW	07/26/2021		USB0721	855.16
249988	07/01/21LW	07/26/2021		USB0721	200.00
249989	07/02/21LW	07/26/2021		USB0721	45.00
249990	07/09/21LW	07/26/2021		USB0721	200.00
249991	07/10/21LW	07/26/2021		USB0721	45.00
249992	07/06/21TZ	07/26/2021		USB0721	998.81
249993	06/26/21KB	07/26/2021		USB0721	501.39
249994	06/29/21KB	07/26/2021		USB0721	130.00
249995	06/26/21KB-A	07/26/2021		USB0721	21.57
249996	06/30/21KB	07/26/2021		USB0721	122.71
249997	07/08/21KB	07/26/2021		USB0721	35.00
249998	07/13/21KB	07/26/2021		USB0721	200.00
249999	07/16/21KB	07/26/2021		USB0721	130.00
250000	07/20/21KB	07/26/2021		USB0721	150.00
250001	07/22/21KB	07/26/2021		USB0721	420.00
250002	07/23/21KB	07/26/2021		USB0721	818.00

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

250003	07/23/21KB-A	07/26/2021		USB0721	90.00
250004	07/26/21KB	07/26/2021		USB0721	130.00
250005	07/17/21ES	07/26/2021		USB0721	43.58
250006	07/17/21ES-A	07/26/2021		USB0721	39.13
250007	07/14/21KS	07/26/2021		USB0721	42.79
250008	07/01/21CK	07/26/2021		USB0721	300.00
250009	07/07/21CK	07/26/2021		USB0721	16.34
250010	07/09/21CK	07/26/2021		USB0721	2,033.73
250011	07/09/21CK-A	07/26/2021		USB0721	302.93
250012	07/14/21CK	07/26/2021		USB0721	16.34
250013	07/20/21CK	07/26/2021		USB0721	6.44
250014	07/20/21CK-A	07/26/2021		USB0721	322.00

CHECK 357048 TOTAL: 46,751.88

NUMBER OF CHECKS 1 \*\*\* CASH ACCOUNT TOTAL \*\*\* 46,751.88

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	46,751.88

\*\*\* GRAND TOTAL \*\*\* 46,751.88

08/12/2021 16:01  
jkines

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

P 6  
apcshdsb

CLERK: jkines

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	8	68									
APP	001-213000		08/12/2021	USB0721	USBCC			GENERAL - ACCOUNTS PAYABLE		42,313.12	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		08/12/2021	USB0721	USBCC			CASH			46,751.88
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		08/12/2021	USB0721	USBCC			ACCOUNTS PAYABLE		2,439.55	
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		08/12/2021	USB0721	USBCC			ACCOUNTS PAYABLE		401.16	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		08/12/2021	USB0721	USBCC			ACCOUNTS PAYABLE		738.92	
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		08/12/2021	USB0721	USBCC			ACCOUNTS PAYABLE		402.42	
								AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		08/12/2021	USB0721	USBCC			STREETS - ACCOUNTS PAYABLE		456.71	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										46,751.88	46,751.88
APP	631-130000		08/12/2021	USB0721	USBCC			DUE TO/FROM CLEARING		46,751.88	
APP	001-130000		08/12/2021	USB0721	USBCC			GENERAL - DUE TO/FROM CLEARING			42,313.12
APP	407-130000		08/12/2021	USB0721	USBCC			DUE TO/FROM CLEARING			2,439.55
APP	403-130000		08/12/2021	USB0721	USBCC			DUE TO/FROM CLEARING			401.16
APP	401-130000		08/12/2021	USB0721	USBCC			DUE TO/FROM CLEARING			738.92
APP	402-130000		08/12/2021	USB0721	USBCC			DUE TO/FROM CLEARING			402.42
APP	101-130000		08/12/2021	USB0721	USBCC			STREETS - DUE TO/FROM CLEARING			456.71
SYSTEM GENERATED ENTRIES TOTAL										46,751.88	46,751.88
JOURNAL 2021/08/68 TOTAL										93,503.76	93,503.76

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 8	68	08/12/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	42,313.12	42,313.12
				FUND TOTAL	42,313.12	42,313.12
101 STREET FUND 101-130000 101-213000	2021 8	68	08/12/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	456.71	456.71
				FUND TOTAL	456.71	456.71
401 WATER OPERATING FUND 401-130000 401-213000	2021 8	68	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	738.92	738.92
				FUND TOTAL	738.92	738.92
402 SEWER OPERATING FUND 402-130000 402-213000	2021 8	68	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	402.42	402.42
				FUND TOTAL	402.42	402.42
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 8	68	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	401.16	401.16
				FUND TOTAL	401.16	401.16
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 8	68	08/12/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,439.55	2,439.55
				FUND TOTAL	2,439.55	2,439.55
631 CLEARING FUND 631-130000 635-111100	2021 8	68	08/12/2021	DUE TO/FROM CLEARING CASH	46,751.88	46,751.88
				FUND TOTAL	46,751.88	46,751.88

08/12/2021 16:01  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 8  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		42,313.12
101	STREET FUND		456.71
401	WATER OPERATING FUND		738.92
402	SEWER OPERATING FUND		402.42
403	STORM & SURFACE WATER FUND		401.16
407	BUILDING & DEVELOPMENT FUND		2,439.55
631	CLEARING FUND		
		46,751.88	
	TOTAL	46,751.88	46,751.88

\*\* END OF REPORT - Generated by Jacob Kines \*\*

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

357049	08/25/2021	PRTD	5	ACE HARDWARE	250095	48952	06/21/2021		M082221	43.49
					250097	49022	07/02/2021		M082221	44.42
					250103	49092	07/20/2021		M082221	37.04
					250104	49118/1	07/23/2021		M082221	19.61
					250105	49142/1	07/26/2021		M082221	25.06
					250109	49116/1	07/22/2021		M082221	62.12
					250200	49175/1	07/30/2021		M082221	73.60
					250201	49179/1	08/02/2021		M082221	80.01
								CHECK	357049 TOTAL:	385.35
357050	08/25/2021	PRTD	7726	AIR MANAGEMENT SOLUT	250101	0001136219	07/31/2021		M082221	531.38
								CHECK	357050 TOTAL:	531.38
357051	08/25/2021	PRTD	18	ALTEC INDUSTRIES	250112	8297099	07/29/2021	20200022	M082221	239,991.11
								CHECK	357051 TOTAL:	239,991.11
357052	08/25/2021	PRTD	7166	AMERICAN MESSAGING	250202	W4104492VH	08/01/2021		M082221	94.68
								CHECK	357052 TOTAL:	94.68
357053	08/25/2021	PRTD	4710	ASSOCIATED PETROLEU	250096	0362995-IN	07/22/2021		M082221	1,484.26
					250098	0364729-IN	07/27/2021		M082221	1,676.93
					250099	0364728-IN	07/27/2021		M082221	492.04
								CHECK	357053 TOTAL:	3,653.23
357054	08/25/2021	PRTD	4710	ASSOCIATED PETROLEU	250203	0365604-IN	07/29/2021		M082221	608.97
					250204	0365605-IN	07/29/2021		M082221	541.93
					250205	0367495-IN	08/03/2021		M082221	635.31
					250206	0367496-IN	08/03/2021		M082221	930.51
					250207	0369876-IN	08/10/2021		M082221	809.78

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				250208	0369987-IN	08/10/2021		M082221	604.91
								CHECK 357054 TOTAL:	4,131.41
357055	08/25/2021	PRTD	7821 ARAMARK	250106	512000104809	07/22/2021		M082221	63.41
				250209	512000084810	06/24/2021		M082221	63.41
								CHECK 357055 TOTAL:	126.82
357056	08/25/2021	PRTD	1235 AT&T ONENET SERVICE	250100	1274105619	08/01/2021		M082221	16.54
				250102	12741113696	08/01/2021		M082221	.70
								CHECK 357056 TOTAL:	17.24
357057	08/25/2021	PRTD	4365 AUTOMATIC FUNDS TRAN	250110	BAIN2107028	07/31/2021		M082221	164.00
				250117	BAIN2107983	07/31/2021		M082221	341.00
				250195	121616	07/23/2021		M082221	11.68
								CHECK 357057 TOTAL:	516.68
357058	08/25/2021	PRTD	8904 BAINBRIDGE CHORALE	250193	S20212	08/09/2021		M082221	1,250.00
								CHECK 357058 TOTAL:	1,250.00
357059	08/25/2021	PRTD	47 BAINBRIDGE DISPOSAL	250210	0001111395	07/31/2021		M082221	169.89
								CHECK 357059 TOTAL:	169.89
357060	08/25/2021	PRTD	54 BAINBRIDGE RENTAL IN	250211	CON#77124	07/19/2021		M082221	25.44
								CHECK 357060 TOTAL:	25.44
357061	08/25/2021	PRTD	55 SOUND PUBLISHING, IN	250225	8033930	07/31/2021		M082221	125.00
								CHECK 357061 TOTAL:	125.00
357062	08/25/2021	PRTD	55 SOUND PUBLISHING, IN	250115	BIR931702	07/09/2021		M082221	407.29
				250125	BIR933105	07/23/2021		M082221	18.89

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
250188	BIR933005	07/23/2021		M082221	534.79
		CHECK		357062 TOTAL:	960.97
357063 08/25/2021 PRTD	57 BAY HAY & FEED 250127 1651095	08/02/2021		M082221	50.41
		CHECK		357063 TOTAL:	50.41
357064 08/25/2021 PRTD	4901 BRABER EQUIPMENT 250128 409095	08/02/2021		M082221	448.77
		CHECK		357064 TOTAL:	448.77
357065 08/25/2021 PRTD	360 BUILDERS FIRSTSOURCE 250116 83802572	07/22/2021		M082221	19.74
	250212 83853519	07/19/2021		M082221	260.14
		CHECK		357065 TOTAL:	279.88
357066 08/25/2021 PRTD	9828 ZIGMOND BURZYCKI 250123 PW210019	08/10/2021		M082221	3,806.00
		CHECK		357066 TOTAL:	3,806.00
357067 08/25/2021 PRTD	8163 CASCADE BICYCLE CLUB 250187 08/09/21	08/09/2021		M082221	200.00
		CHECK		357067 TOTAL:	200.00
357068 08/25/2021 PRTD	551 CENTURYLINK 250230 5996AUG21	08/07/2021		M082221	96.68
	250233 5127AUG21	08/07/2021		M082221	200.96
	250234 4953AUG21	08/07/2021		M082221	74.99
		CHECK		357068 TOTAL:	372.63
357069 08/25/2021 PRTD	8253 CHS POULSBO 250213 42844/H	08/05/2021		M082221	912.24
		CHECK		357069 TOTAL:	912.24
357070 08/25/2021 PRTD	634 CITY OF BAINBRIDGE I 250197 PW210023	07/29/2021		M082221	27,285.00
		CHECK		357070 TOTAL:	27,285.00

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
357071	08/25/2021	PRTD	104 CITY OF BREMERTON	250113	BKAT000620	08/02/2021		M082221	2,932.24
								CHECK 357071 TOTAL:	2,932.24
357072	08/25/2021	PRTD	8193 CONTECH ENGINEERED S	250124	23192895	07/13/2021		M082221	6,414.65
								CHECK 357072 TOTAL:	6,414.65
357073	08/25/2021	PRTD	142 COPIERS NORTHWEST IN	250121	INV2333721	07/31/2021		M082221	226.13
				250235	INV2342163	08/17/2021		M082221	152.06
								CHECK 357073 TOTAL:	378.19
357074	08/25/2021	PRTD	4950 CORRECT EQUIPMENT IN	250214	44731	08/16/2021		M082221	1,716.75
								CHECK 357074 TOTAL:	1,716.75
357075	08/25/2021	PRTD	6363 LN CURTIS & SONS	250180	INV512480	07/29/2021		M082221	22.24
				250181	INV515211	08/06/2021		M082221	243.59
								CHECK 357075 TOTAL:	265.83
357076	08/25/2021	PRTD	152 DAILY JOURNAL OF COM	250190	3370733	08/11/2021		M082221	754.65
								CHECK 357076 TOTAL:	754.65
357077	08/25/2021	PRTD	5060 DARREL EMEL'S TREE S	250119	4759	07/23/2021	20210038	M082221	2,616.00
								CHECK 357077 TOTAL:	2,616.00
357078	08/25/2021	PRTD	7357 THE DOCTORS CLINIC	250231	OMF6 JUL21	08/15/2021		M082221	1,679.00
								CHECK 357078 TOTAL:	1,679.00
357079	08/25/2021	PRTD	7144 DTMICRO, INC	250122	5697	07/15/2021		M082221	136.25
								CHECK 357079 TOTAL:	136.25

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
357080	08/25/2021	PRTD	8996 EDINGER ASSOCIATES P	250199	7487	08/05/2021		M082221	675.00
								CHECK 357080 TOTAL:	675.00
357081	08/25/2021	PRTD	4639 ENNIS-FLINT, INC.	250216	259001	07/28/2021		M082221	11,424.04
								CHECK 357081 TOTAL:	11,424.04
357082	08/25/2021	PRTD	5781 EXTERMINATION SERVIC	250114	38923	07/28/2021		M082221	212.55
								CHECK 357082 TOTAL:	212.55
357083	08/25/2021	PRTD	705 FCS GROUP	250129	3373-22107075	07/23/2021		M082221	358.75
								CHECK 357083 TOTAL:	358.75
357084	08/25/2021	PRTD	187 GOV'T FINANCE OFFICE	250126	0263001	08/03/2021		M082221	375.00
								CHECK 357084 TOTAL:	375.00
357085	08/25/2021	PRTD	253 HACH COMPANY	250137	12569149	07/29/2021		M082221	1,331.46
				250142	12569148	07/29/2021		M082221	103.56
								CHECK 357085 TOTAL:	1,435.02
357086	08/25/2021	PRTD	4161 HERRERA ENVIRONMENTA	250134	49264	08/11/2021		M082221	2,408.63
				250140	49146	07/26/2021		M082221	5,010.37
								CHECK 357086 TOTAL:	7,419.00
357087	08/25/2021	PRTD	5275 KAISER PERMANENTE	250217	70756064	08/01/2021		M082221	125.00
								CHECK 357087 TOTAL:	125.00
357088	08/25/2021	PRTD	2306 KITSAP COUNTY PROSEC	250168	AUG21	08/09/2021		M082221	9,346.77
								CHECK 357088 TOTAL:	9,346.77

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
apcshdsb

CASH ACCOUNT: 635		111100		CASH					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
357089	08/25/2021	PRTD	1496 KITSAP COUNTY SEWER	250183	KCSD7-COBI-2021-AUG	07/29/2021		M082221	21,546.00
						CHECK		357089 TOTAL:	21,546.00
357090	08/25/2021	PRTD	1505 KITSAP COUNTY TREASU	250132	JUL21	08/12/2021		M082221	68.55
						CHECK		357090 TOTAL:	68.55
357091	08/25/2021	PRTD	9338 KEY CODE MEDIA, INC.	250146	090945	08/04/2021		M082221	860.00
						CHECK		357091 TOTAL:	860.00
357092	08/25/2021	PRTD	1802 KITSAP CONSERVATION	250139	2021-3	07/28/2021		M082221	1,572.04
						CHECK		357092 TOTAL:	1,572.04
357093	08/25/2021	PRTD	309 KITSAP TIRE CENTER I	250218	INV054026	08/05/2021		M082221	673.66
				250219	INV054084	08/10/2021		M082221	4.36
						CHECK		357093 TOTAL:	678.02
357094	08/25/2021	PRTD	6577 LAKESIDE INDUSTRIES	250220	170223	08/07/2021		M082221	259.55
						CHECK		357094 TOTAL:	259.55
357095	08/25/2021	PRTD	7849 LAW OFFICE OF THOMAS	250175	AUG21	08/09/2021		M082221	4,484.38
						CHECK		357095 TOTAL:	4,484.38
357096	08/25/2021	PRTD	5011 LEXISNEXIS RISK SOLU	250179	1272084-20210731	07/31/2021		M082221	163.50
						CHECK		357096 TOTAL:	163.50
357097	08/25/2021	PRTD	7038 MOON SECURITY SERVIC	250135	1096260	08/11/2021		M082221	248.00
						CHECK		357097 TOTAL:	248.00
357098	08/25/2021	PRTD	9323 MURRAYSMITH, INC.	250189	19-2682.00-22	08/16/2021		M082221	4,727.70

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 357098 TOTAL:	4,727.70
357099	08/25/2021	PRTD	2430 OGDEN MURPHY WALLACE	250182	853501	08/10/2021		M082221	23,429.46
								CHECK 357099 TOTAL:	23,429.46
357100	08/25/2021	PRTD	4111 OLYMPIC SPRINGS INC	250138	340724	07/31/2021		M082221	43.33
				250143	340021	06/30/2021		M082221	34.67
								CHECK 357100 TOTAL:	78.00
357101	08/25/2021	PRTD	8286 SUPERINTENDENT OF P	250184	16732	07/29/2021		M082221	90.50
								CHECK 357101 TOTAL:	90.50
357102	08/25/2021	PRTD	2623 PAPE MACHINERY	250221	12773977	06/02/2021		M082221	2,397.50
				250222	12940904	07/29/2021		M082221	466.24
				250223	02940920	07/29/2021		M082221	16.57
								CHECK 357102 TOTAL:	2,880.31
357103	08/25/2021	PRTD	7803 PINTO, MICHELLE	250144	427	08/04/2021		M082221	120.00
								CHECK 357103 TOTAL:	120.00
357104	08/25/2021	PRTD	9829 LEPS-PSS, PLLC	250186	1572	07/31/2021		M082221	820.00
								CHECK 357104 TOTAL:	820.00
357105	08/25/2021	PRTD	1205 PUGET SOUND ENERGY	250196	1716JUL21	08/09/2021		M082221	13.31
								CHECK 357105 TOTAL:	13.31
357106	08/25/2021	PRTD	6541 PUGET SOUND ENERGY	250198	90722215	08/12/2021		M082221	610.40
								CHECK 357106 TOTAL:	610.40
357107	08/25/2021	PRTD	9440 QBSI-XEROX	250141	IN2649231	07/27/2021		M082221	110.59

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 8  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 357107 TOTAL:	110.59
357108	08/25/2021	PRTD	408 ROLLING BAY COMMERC	250131	786303	07/26/2021		M082221	4,366.88
								CHECK 357108 TOTAL:	4,366.88
357109	08/25/2021	PRTD	617 S & B INC	250224	25902A	07/30/2021		M082221	4,768.17
								CHECK 357109 TOTAL:	4,768.17
357110	08/25/2021	PRTD	9827 SANDDAB PROPERTIES I	250136	PERMIT BLD25310	08/10/2021		M082221	1,760.93
								CHECK 357110 TOTAL:	1,760.93
357111	08/25/2021	PRTD	1488 SETON CONSTRUCTION I	250239	PAY REQUEST 3	08/18/2021		M082221	403,868.61
								CHECK 357111 TOTAL:	403,868.61
357112	08/25/2021	PRTD	9566 SMARTSHEET INC.	250133	INV465966	08/06/2021		M082221	54.65
								CHECK 357112 TOTAL:	54.65
357113	08/25/2021	PRTD	601 SOUND REPROGRAPHICS	250159	85542	08/04/2021		M082221	598.32
				250162	85385	07/26/2021		M082221	190.59
				250192	84701	06/21/2021		M082221	72.81
				250194	84695	06/29/2021		M082221	67.93
				250226	84859	06/28/2021		M082221	110.31
								CHECK 357113 TOTAL:	1,039.96
357114	08/25/2021	PRTD	5670 SPECIAL ASPHALT PROD	250227	INVC086738	07/01/2021		M082221	309.50
								CHECK 357114 TOTAL:	309.50
357115	08/25/2021	PRTD	8132 SPECTRA LABORATORIES	250160	21-05620	07/29/2021		M082221	114.00
				250228	21-05797	08/05/2021		M082221	175.00
				250229	21-05811	08/05/2021		M082221	114.00

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 9  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

				250232	21-06052	08/12/2021		M082221	211.60
				250236	21-06054	08/12/2021		M082221	21.16
				250237	21-05812	08/05/2021		M082221	175.00
				250242	21-06053	08/12/2021		M082221	21.16
						CHECK	357115	TOTAL:	831.92
357116	08/25/2021	PRTD	2467 STAPLES	250151	8063082822	07/31/2021		M082221	120.68
				250158	8063082808	07/31/2021		M082221	648.20
				250240	8063082842	07/31/2021		M082221	150.82
						CHECK	357116	TOTAL:	919.70
357117	08/25/2021	PRTD	5882 STAR RENTALS	250161	549608-36	07/22/2021		M082221	2,214.29
				250241	549148B-36	08/09/2021		M082221	2,983.89
						CHECK	357117	TOTAL:	5,198.18
357118	08/25/2021	PRTD	9233 STRIVE PHYSICAL REHA	250147	07/30/21	07/30/2021		M082221	275.00
				250157	LASNIER 07/30/21	07/30/2021		M082221	275.00
						CHECK	357118	TOTAL:	550.00
357119	08/25/2021	PRTD	8244 THE HOME DEPOT PRO	250155	630417871	07/22/2021		M082221	6,939.27
						CHECK	357119	TOTAL:	6,939.27
357120	08/25/2021	PRTD	6746 SYMBOL ARTS	250149	0390217-IN	07/30/2021		M082221	1,297.66
						CHECK	357120	TOTAL:	1,297.66
357121	08/25/2021	PRTD	6714 TOSHIBA FINANCIAL SE	250152	29771337	07/26/2021		M082221	224.23
						CHECK	357121	TOTAL:	224.23
357122	08/25/2021	PRTD	558 TOWN & COUNTRY MARKE	250243	080921	08/09/2021		M082221	3.68

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 10  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 357122 TOTAL:	3.68
357123	08/25/2021	PRTD	9769 TRANSP GROUP USA, I	250148	26702	08/10/2021		M082221	4,777.50
				250154	26438	06/08/2021		M082221	2,740.00
								CHECK 357123 TOTAL:	7,517.50
357124	08/25/2021	PRTD	2190 UNITED PARCEL SERVIC	250178	000028Y3Y1311	07/31/2021		M082221	15.26
								CHECK 357124 TOTAL:	15.26
357125	08/25/2021	PRTD	553 UTILITIES UNDERGROUN	250150	1070120	07/31/2021		M082221	201.24
								CHECK 357125 TOTAL:	201.24
357126	08/25/2021	PRTD	605 WA ST AUDITOR'S OFFI	250156	L143640	08/10/2021		M082221	16,342.95
								CHECK 357126 TOTAL:	16,342.95
357127	08/25/2021	PRTD	938 WA ST DEPT OF HEALTH	250215	07138F-21	08/17/2021		M082221	248.90
								CHECK 357127 TOTAL:	248.90
357128	08/25/2021	PRTD	4104 WA ST FERRIES	250177	RK377071	07/31/2021		M082221	151.85
								CHECK 357128 TOTAL:	151.85
357129	08/25/2021	PRTD	952 WA ST PATROL	250176	I22000534	08/02/2021		M082221	185.50
								CHECK 357129 TOTAL:	185.50
357130	08/25/2021	PRTD	2251 WA ST TREASURER	250163	JUL21 SBCC	08/12/2021		M082221	288.50
				250172	JUL21	08/12/2021		M082221	2,599.62
								CHECK 357130 TOTAL:	2,888.12
357131	08/25/2021	PRTD	499 WESTBAY AUTO PARTS I	250164	651724	07/27/2021		M082221	37.59
				250165	651700	07/27/2021		M082221	5.06
				250166	651752	07/27/2021		M082221	153.80

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 11  
apcshdsb

CASH ACCOUNT: 635  
CHECK NO CHK DATE

111100 CASH  
TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

250167	652506	07/29/2021		M082221	24.70
250169	651749	07/27/2021		M082221	10.12
250170	652329	07/29/2021		M082221	72.99
250171	651811	07/27/2021		M082221	131.93
250173	652705	07/30/2021		M082221	46.50
250174	652730	07/30/2021		M082221	90.81
			CHECK	357131 TOTAL:	573.50

357132	08/25/2021	PRTD	2607 ZEE MEDICAL SERVICE	250244	68419958	08/18/2021		M082221	62.66
							CHECK	357132 TOTAL:	62.66

NUMBER OF CHECKS 84 \*\*\* CASH ACCOUNT TOTAL \*\*\* 856,679.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	84	856,679.95

\*\*\* GRAND TOTAL \*\*\* 856,679.95

08/19/2021 14:28  
jkines

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

P 12  
apcshdsb

CLERK: jkines

YEAR	PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	8	153										
APP	001-213000			08/25/2021	M082221	082521			GENERAL - ACCOUNTS PAYABLE		54,128.01	
APP	635-111100			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000			08/25/2021	M082221	082521			CASH			856,679.95
APP	401-213000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		35,576.65	
APP	631-213000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		7,232.17	
APP	301-213000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	622-213000			08/25/2021	M082221	082521			STREETS - ACCOUNTS PAYABLE		293,535.49	
APP	650-213000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		20,474.92	
APP	173-213000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		16,103.14	
APP	631-130000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	001-130000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		406,064.23	
APP	402-130000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	401-130000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		200.00	
APP	101-130000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	403-130000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		3,232.67	
APP	301-130000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	622-130000			08/25/2021	M082221	082521			TIF FUND-ACCOUNTS PAYABLE		1,726.40	
APP	650-130000			08/25/2021	M082221	082521			AP CASH DISBURSEMENTS JOURNAL			
APP	631-130000			08/25/2021	M082221	082521			ACCOUNTS PAYABLE		15.18	
									AP CASH DISBURSEMENTS JOURNAL			
									GENERAL LEDGER TOTAL		856,679.95	856,679.95
APP	631-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING		836,205.03	
APP	001-130000			08/25/2021	M082221	082521			GENERAL - DUE TO/FROM CLEARING			54,128.01
APP	402-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			35,576.65
APP	401-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			7,232.17
APP	101-130000			08/25/2021	M082221	082521			STREETS - DUE TO/FROM CLEARING			293,535.49
APP	403-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			16,103.14
APP	301-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			406,064.23
APP	622-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			200.00
APP	650-130000			08/25/2021	M082221	082521			DUE TO/FROM CLEARING			3,232.67

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 13  
apcshdsb

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			
APP 407-130000	08/25/2021	M082221	082521			DUE TO/FROM CLEARING			18,391.09
APP 173-130000	08/25/2021	M082221	082521			TIF FUND-DUE TO/FROM CLEARING			1,726.40
APP 901-130000	08/25/2021	M082221	082521			DUE TO/FROM CLEARING			15.18
	08/25/2021	M082221	082521						
SYSTEM GENERATED ENTRIES TOTAL								836,205.03	836,205.03
JOURNAL 2021/08/153 TOTAL								1,692,884.98	1,692,884.98

08/19/2021 14:28  
jkines

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

P 14  
apcshdsb

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021	8	153	08/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	54,128.01	54,128.01
					FUND TOTAL	54,128.01	54,128.01
101 STREET FUND 101-130000 101-213000	2021	8	153	08/25/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	293,535.49	293,535.49
					FUND TOTAL	293,535.49	293,535.49
173 TRANSPORTATION IMPACT FEE FUND 173-130000 173-213000	2021	8	153	08/25/2021	TIF FUND-DUE TO/FROM CLEARING TIF FUND-ACCOUNTS PAYABLE	1,726.40	1,726.40
					FUND TOTAL	1,726.40	1,726.40
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021	8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	406,064.23	406,064.23
					FUND TOTAL	406,064.23	406,064.23
401 WATER OPERATING FUND 401-130000 401-213000	2021	8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	7,232.17	7,232.17
					FUND TOTAL	7,232.17	7,232.17
402 SEWER OPERATING FUND 402-130000 402-213000	2021	8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	35,576.65	35,576.65
					FUND TOTAL	35,576.65	35,576.65
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021	8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,103.14	16,103.14
					FUND TOTAL	16,103.14	16,103.14
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021	8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	18,391.09	18,391.09
					FUND TOTAL	18,391.09	18,391.09
622 EXPENDABLE TRUST FUND	2021	8	153	08/25/2021			

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 15  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000 622-213000				DUE TO/FROM CLEARING ACCOUNTS PAYABLE	200.00	200.00
				FUND TOTAL	200.00	200.00
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	836,205.03 20,474.92	856,679.95
				FUND TOTAL	856,679.95	856,679.95
650 AGENCY FUND 650-130000 650-213000	2021 8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,232.67	3,232.67
				FUND TOTAL	3,232.67	3,232.67
901 CITY-WIDE REPORTING FUND 901-130000 901-213000	2021 8	153	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	15.18	15.18
				FUND TOTAL	15.18	15.18

08/19/2021 14:28  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 16  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		54,128.01
101	STREET FUND		293,535.49
173	TRANSPORTATION IMPACT FEE FUND		1,726.40
301	CAPITAL CONSTRUCTION FUND		406,064.23
401	WATER OPERATING FUND		7,232.17
402	SEWER OPERATING FUND		35,576.65
403	STORM & SURFACE WATER FUND		16,103.14
407	BUILDING & DEVELOPMENT FUND		18,391.09
622	EXPENDABLE TRUST FUND		200.00
631	CLEARING FUND	836,205.03	
650	AGENCY FUND		3,232.67
901	CITY-WIDE REPORTING FUND		15.18
	TOTAL	836,205.03	836,205.03

\*\* END OF REPORT - Generated by Jacob Kines \*\*



08/19/2021 14:29  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
357133	08/25/2021	PRTD	9824 COMPTON, KEVIN	249870	95646	08/06/2021		08/22/21	11.20
							CHECK	357133 TOTAL:	11.20
357134	08/25/2021	PRTD	9823 HARRISON, LYDIA	249869	95645	08/06/2021		08/22/21	23.77
							CHECK	357134 TOTAL:	23.77
357135	08/25/2021	PRTD	9826 KOONCE, GRAYSON	249872	95648	08/06/2021		08/22/21	10.10
							CHECK	357135 TOTAL:	10.10
357136	08/25/2021	PRTD	9825 LAPIN, MATT	249871	95647	08/06/2021		08/22/21	118.99
							CHECK	357136 TOTAL:	118.99
357137	08/25/2021	PRTD	9821 MARTIN & KATHLEEN LA	249866	95642	08/06/2021		08/22/21	247.79
							CHECK	357137 TOTAL:	247.79
357138	08/25/2021	PRTD	9606 OPSTAD, GLORIA & DAV	249867	95643	08/06/2021		08/22/21	71.24
							CHECK	357138 TOTAL:	71.24
357139	08/25/2021	PRTD	9822 WOLANSKY, ERNEST & R	249868	95644	08/06/2021		08/22/21	6.78
							CHECK	357139 TOTAL:	6.78
				NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***			489.87
						COUNT		AMOUNT	
				TOTAL PRINTED CHECKS		7		489.87	
							*** GRAND TOTAL ***	489.87	

08/19/2021 14:29  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	8	154									
APP	401-213000		08/25/2021	08/22/21	082521			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		123.09	
APP	635-111100		08/25/2021	08/22/21	082521			CASH AP CASH DISBURSEMENTS JOURNAL			489.87
APP	402-213000		08/25/2021	08/22/21	082521			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		366.78	
GENERAL LEDGER TOTAL										489.87	489.87
APP	631-130000		08/25/2021	08/22/21	082521			DUE TO/FROM CLEARING		489.87	
APP	401-130000		08/25/2021	08/22/21	082521			DUE TO/FROM CLEARING			123.09
APP	402-130000		08/25/2021	08/22/21	082521			DUE TO/FROM CLEARING			366.78
SYSTEM GENERATED ENTRIES TOTAL										489.87	489.87
JOURNAL 2021/08/154 TOTAL										979.74	979.74

08/19/2021 14:29  
jkines

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

P 3  
apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
401 WATER OPERATING FUND 401-130000 401-213000	2021 8	154	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	123.09	123.09
				FUND TOTAL	123.09	123.09
402 SEWER OPERATING FUND 402-130000 402-213000	2021 8	154	08/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	366.78	366.78
				FUND TOTAL	366.78	366.78
631 CLEARING FUND 631-130000 635-111100	2021 8	154	08/25/2021	DUE TO/FROM CLEARING CASH	489.87	489.87
				FUND TOTAL	489.87	489.87

08/19/2021 14:29  
jkines

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

P 4  
apcshdsb

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		123.09
402	SEWER OPERATING FUND		366.78
631	CLEARING FUND	489.87	
	TOTAL	489.87	489.87

\*\* END OF REPORT - Generated by Jacob Kines \*\*

# PAYROLL

PAYROLL CHECK RUN: 8 - 20 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	8/20/2021	51767 - 51899	Regular check run (Direct Dep)	343,739.13
Normal	8/20/2021	109668	Regular check run (Paper Checks)	2,402.80
Vendor	8/20/2021	109669 - 109676	Vendor check run (Paper Checks)	114,689.67
EFTPS	8/20/2021	N/A	Federal Tax Electronic Transfer	128,809.33
			<b>TOTAL:</b>	<b>589,640.93</b>

Prepared and Reviewed by:  Date 8-19-21  
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 8/19/2021  
Kim Dunscombe, Budget Manager



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Approve City Council Meeting Minutes,

**SUMMARY:** Consider approval of meeting minutes.

**AGENDA CATEGORY:** Minutes

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve City Council meeting minutes.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[City Council Regular Business Meeting Minutes, August 10, 2021.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, AUGUST 10, 2021

MEETING MINUTES

1) [CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE](#)

Mayor Nassar called the meeting to order at 6:00 p.m. in Council Chambers.

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

2) [EXECUTIVE SESSION](#)

**2.A Pursuant to RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price, 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 at 6:01 p.m. Council returned from executive session at 6:31 p.m., and Mayor Nassar reconvened the meeting.

3) [APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE](#)

Councilmember Hytopoulos asked to add a discussion on returning to remote meetings. City Manager King stated that remote meetings will resume with the meeting on August 17, 2021.

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to approve the agenda as amended with the removal of agenda item 5.E from the Consent Agenda. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

4) [PUBLIC COMMENT](#)

**4.A Instructions and Guidelines for Providing Public Comment - City Clerk**

[Cover Page](#)

[Instructions for Providing Public Comment 080521.pdf](#)

Doug Rauh spoke against the State Route 305 property transfer to the Washington State Department of Transportation.

David Swartling spoke in favor of a Bethany Lutheran affordable housing project.

Scott Anderson spoke against suspending the Island Center Subarea Planning Process.

David Smith spoke in favor of the Wintergreen affordable housing project.

Bob Russell spoke about a conflict of interest among Council members.

Hayes Gori spoke in favor of the Wintergreen affordable housing project.

Sal DeRosalia thanked City staff for their service during the pandemic.

Asaph Glosser spoke against suspending the Island Center Subarea Planning Process

Micah Strom spoke against suspending the Island Center Subarea Plan Planning Process.

Tom Hansen spoke in favor of Puget Sound Energy's proposed project.

## 5) [CONSENT AGENDA](#)

### **5.A [Agenda Bill for Consent Agenda](#)**

[Cover Page](#)

Councilmember Fantroy-Johnson moved and Councilmember Deets seconded to approve the Consent Agenda as modified, with the removal of item 5.E. The motion carried unanimously, 7-0.

### **5.B [Approve Accounts Payable and Payroll](#)**

[Cover Page](#)

[Council Report PR 8-5-21.pdf](#)

[AP Report to Council of Cash Disbursements 08-11-21.pdf](#)

### **5.C [Approve City Council Meeting Minutes](#)**

[Cover Page](#)

[Special City Council Meeting, Annual Retreat, Minutes.pdf](#)

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

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

### **5.D [Approve Confirmation of Recommended Appointments to the Environmental Technical Advisory Committee - Council](#)**

[Cover Page](#)

[Frazer - ETAC \(Redacted\).pdf](#)

[Gander - ETAC \(Redacted\).pdf](#)

[Harmon - ETAC \(Redacted\).pdf](#)

[Kossik - ETAC \(Redacted\).pdf](#)

[Kratzer - ETAC \(Redacted\).pdf](#)

### **5.E [\[Pulled from the Consent Agenda\] Consider Property Transfer to Washington State Department of Transportation \(WSDOT\) in support of the State Route 305 Roundabout Project](#)**

[Cover Page](#)

[Quitclaim Deed, WSDOT Format, COBI Grantor.docx](#)  
[Real Estate Excise Tax \(REETA\).pdf](#)  
[WSDOT Deed AFN 201711070031 from 2017.pdf](#)  
[COBI Parcel 332602-2-050-2000 Vicinity Map.pdf](#)

**5.F Authorize an Increase to the City Manager’s Change Order Authority by up to \$150K for Annual Roads Preservation Contract**

[Cover Page](#)  
[Annual Roads 2021 CO Approval Limits Memo.docx](#)

**5.G Review Criteria for 2022 Lodging Tax Award Cycle and Authorize Issuance of RFP with Total Award Amount of \$350,000 - Executive**

[Cover Page](#)  
[2021 LTAC RFP for 2022](#)  
[LTAC Award Summary 2019-2021](#)  
[MRSC - Lodging Tax \(Hotel-Motel Tax\) Accessed 05212021](#)

**5.E [Moved from the Consent Agenda] Consider Property Transfer to Washington State Department of Transportation (WSDOT) in support of the State Route 305 Roundabout Project**

[Cover Page](#)  
[Quitclaim Deed, WSDOT Format, COBI Grantor.docx](#)  
[Real Estate Excise Tax \(REETA\).pdf](#)  
[WSDOT Deed AFN 201711070031 from 2017.pdf](#)  
[COBI Parcel 332602-2-050-2000 Vicinity Map.pdf](#)

Public Works Director Wierzbicki introduced the agenda item, and Council discussed the topic. Additional discussion will be scheduled for a future meeting.

**6) COUNCIL ANNOUNCEMENTS**

Councilmember Fantroy-Johnson mentioned the grand opening of the Port Gamble S’Klallam Tribe Health Center.

Councilmember Carr mentioned an Indopino film showing in October and her Walk the Ward event on the 2nd Saturday of August.

**7) CITY MANAGER'S REPORT**

**7.A Present City Manager's Report**

[Cover Page](#)  
[WWTP Capacity Memo 081021CW .docx](#)  
[Affordable Housing Sales Tax Memo](#)

City Manager King provided an update on the Wastewater Treatment Plant and an option for an affordable housing sales tax.

Further discussion on the affordable housing sales tax will be scheduled on the August 24, 2021, agenda.

8) FUTURE COUNCIL AGENDAS

**8.A Review Future Council Agendas**

[Cover Page](#)

[Council Agenda Topics for Upcoming Meetings 080621.pdf](#)

City Manager King reviewed future Council agendas.

9) UNFINISHED BUSINESS

**9.A Confirm Council Direction from July 17 Retreat**

[Cover Page](#)

[Council Priority Projects 2021-2022](#)

[City Advisory Group Council Role](#)

[Councilmember liaison job description approved 03102020.pdf](#)

[Policy 2 - Agenda Preparation](#)

[Workplan items to pause - Staff memo for CC 08102021](#)

City Manager King introduced the agenda item.

**AMENDED MOTION:** I move to direct the City Manager to forward the Council High Priority List for review and approval on the August 24 Consent Agenda.

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

**MOTION:** I move to approve the revised Council meeting agenda-setting process described in the attached memorandum on that topic, and to direct the City Manager to update the Governance Manual to include that revised process.

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

Council discussed the Council liaison role.

**MOTION:** I move to confirm the initial direction provided by the Council at its retreat on July 17, 2021, to direct the City Manager to work with the Mayor to review the role of Council Liaisons to City Advisory Groups.

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

**MOTION:** I move to change the status of the following City workplan activities, as described in the attached memorandum on that topic: continue to defer work related to completing administrative review of the Critical Areas Ordinance; defer work on the SEPA ordinance update; prioritize work on completing and considering for adoption an ordinance related to new regulations regarding floor area ratio; and initiate work on the Winslow Master Plan update process.

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

**9.B Confirm Suspension of Island Center Subarea Planning Process - Executive**

[Cover Page](#)

City Manager King introduced the agenda item, and Council discussed the topic.

**MOTION:** I move to 1) direct the Planning Commission to provide a recommendation to the City Council related to the termination of the contract zoning designation on the Bainbridge Gardens property and for

updating the City's Municipal Code to revise dimensional standards for the existing neighborhood center zoned properties in the Island Center study area, except for changes to base and bonus residential density, as shown in figure 15 of the draft Subarea Plan, and 2) to indefinitely suspend the Island Center Subarea Planning Process and end the terms of the existing Island Center Subarea Planning Process Steering Committee members, such that the work of that committee is hereby deemed complete.

**Carr/Deets:** The motion carried 6 – 1.

AYES: Rasham Nassar, Joe Deets, Kirsten Hytopoulos, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

NOES: Leslie Schneider

ABSENT: None

ABSTAIN: None

### **9.C Consider Purchase of Islander Mobile Home Park Floor Area Ratio - Planning**

[Cover Page](#)

[Declaration of Housing Restrictive Covenants & Agmt for Transfer of FAR \(10-29-04\).pdf](#)

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

**MOTION:** I move to direct the City Manager to move forward and update the City Council on possible next steps related to potential purchase of floor area ratio from the Islander Residents Association.

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

### **9.D Ordinance 2021-10 Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E., Consider holding public hearing - Planning**

[Cover Page](#)

[20210810 CC Staff Memo.docx](#)

[Ordinance No. 2021-10 Revising Bonus FAR Regulations.docx](#)

[Exhibit A to Ordinance No. 2021-10.pdf](#)

[CC\\_Presentation.pptx](#)

[Tawresey 20210728 Comment to Planning Commission.pdf](#)

[MUTC and HS Rd Map.pdf](#)

[ORD 2021-10 PC Recorded Motion 072921.pdf](#)

[20200924 PC Staff Memo.pdf](#)

[WMP Goals & Policies Related to FAR.pdf](#)

City Manager King introduced the agenda item. Senior Planner Sutton provided a presentation, and Council discussed the topic.

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to amend the recommended motion to change the sunset date to one year. The amendment carried unanimously, 7-0.

**AMENDED MOTION:** I move to schedule a public hearing on the amended draft Ordinance No. 2021-10 with a sunset date of one year for the City Council meeting on August 24, 2021.

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

### **9.E Schedule Public Hearing on Ordinance No. 2021-22, Bonus FAR Interim Control, 6 Month Extension - Planning**

[Cover Page](#)

[Ordinance No. 2021-22 Extending Interim Zoning Control Related to Bonus Density](#)

[Ordinance No. 2021-09 Extending Interim Zoning Control Related to Bonus Density Approved 022321.pdf](#)

Mayor Nassar introduced the agenda item. Council agreed to take no action to schedule a public hearing.

Mayor Nassar adjourned the meeting for a break at 8:56 p.m. and reconvened the meeting at 9:03 p.m.

**9.F Consider Adoption of Resolution No. 2021-13 Relating to Working with the Fire Department Regarding Wildfire Mitigation**

[Cover Page](#)

[Resolution No. 2021-13 Relating to Wildfire Mitigation.docx](#)

[Exhibit A - What is the Home Ignition Zone?](#)

[Staff Memo re Planning Commission Recommendation.pdf](#)

[Planning Commission Recorded Motion December 17, 2020](#)

City Manager King introduced the agenda item.

**MOTION:** I move to approve Resolution No. 2021-13.

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

10) NEW BUSINESS

**10.A Consider Ordinance No. 2021-20, Complete Streets Ordinance - Public Works**

[Cover Page](#)

[Ordinance 2021-20 Relating to Complete Streets.docx](#)

Public Works Director Wierzbicki introduced the agenda item.

Mayor Nassar moved to amend the motion on the floor to change the second to the last whereas clause that appears on page one of five of the ordinance to read: The City has demonstrated the values of complete street policies in recently completed transportation project, including the Winslow Way reconstruction, the Sound to Olympics Trail Project, Phase One, the Olympic Drive Improvements and the Wyatt way Reconstruction. The amendment failed for lack of a second.

**MOTION:** I move to forward Ordinance No. 2021-20 for consideration of approval with the August 24, 2021, Consent Agenda.

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

AYES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

NOES: Rasham Nassar

ABSENT: None

ABSTAIN: None

**10.B Consider Confirmation of Recommended Appointment to the Utility Advisory Committee - Council**

[Cover Page](#)

[Brandt-Erichsen - UAC \(Redacted\).pdf](#)

Mayor Nassar introduced the agenda item.

**MOTION:** I move to forward the confirmation of the appointment to the Utility Advisory Committee of Svend Brandt-Erichsen to Position 3 through June 2024 to the August 24, 2021, Consent Agenda.

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

11) COUNCIL DISCUSSION

**11.A Consider Formation of a Subcommittee of Planning Commissioners and Design Review Board Members**  
[Cover Page](#)

Councilmember Carr introduced the agenda item.

**MOTION:** I move to move forward this joint subcommittee without City Council members.

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

**11.B Consider Revisions to the Ethics Program**  
[Cover Page](#)  
[COBI Ethics Program-Simplified.docx](#)  
[Summary of Proposed Revisions to COBI Ethics Code.docx](#)  
[National Association of Hearing Officials Model Code of Ethics.docx](#)

Mayor Nassar introduced the agenda item. Deputy Mayor Pollock provided additional information, and Council discussed the proposal. Council's consensus was not to add it to this year's work program.

12) COMMUNICATIONS

There were no items for discussion.

13) COMMITTEE REPORTS

Councilmember Deets reported on the SR305 working group and Climate Change Advisory Committee.

14) ADJOURNMENT

Mayor Nassar adjourned the meeting at 10:01 p.m.

---

Rasham Nassar, Mayor

---

Christine Brown, CMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Approve Ordinance No. 2021-24 Relating to 2021 2nd 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 budget and the update 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 second quarter budget amendments.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Finance & Administrative Services

**RECOMMENDED MOTION:** Approve Ordinance No. 2021-24, amending the City's 2021 modified budget and the 2021-2026 update to the Capital Improvement Plan.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	\$5,000.00
<b>One-Time Cost:</b>	\$574,980.00
<b>Included in Current Budget?</b>	No

**BACKGROUND:** Please see the attached transmittal memo for a detailed overview of all requested items. Please see Exhibit A, attached and incorporated into this ordinance by reference, for the revised 2021 budget summary by fund. Please see attached Exhibit B for more details explaining the changes incorporated in Exhibit A.

**ATTACHMENTS:**

[2021 2nd QTR BUA Transmittal Memo Final.docx](#)

[ORD 2021-24 2nd QTR Budget and CIP Amendments.docx](#)

[Ord 2021-24 Attachment A-Q2 Budget Amendments.pdf](#)

[Ord 2021-24 Attachment B-Q2 Budget Amendments.pdf](#)

**FISCAL DETAILS:** General Fund increase equals \$28,639, Street Fund increase equals \$19,000, Transportation Benefit Fund increase equals \$100,000, Capital Construction Fund increase equals \$78,409, Water Fund increase equals \$112,947, Sewer Fund increase equals \$85,985, Storm and Surface Water Fund increase equals \$135,000, and Equipment Rental and Revolving Fund increase equals \$20,000.

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: August 24, 2021

To: City Council  
Blair King, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 2<sup>nd</sup> 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 second quarter budget amendments. The proposed ordinance also includes an amendment to the 2021 – 2026 Capital Improvement Plan (CIP). The following 10 budget amendments are proposed:

Capital Requests – 6 items, Total of \$431,356

- Springbrook Creek Fish Passage: \$185,000 Increase (\$135,000 Storm and Surface Water/\$50,000 Capital Construction Fund):

The 2021-2026 approved Capital Improvement Plan includes construction of the Springbrook Creek Fish Passage in 2023 for a total project cost of \$1.2 million. The City is partnering with Mid Sound Fisheries Enhancement Group to accelerate the timeline for restoration of the Springbrook Creek. The Salmon Recovery Funding Board has indicated that \$85,000 in grant funding is available for this project. In order to proceed with the grant application, which has a \$50,000 City match component, we need to increase project budget by \$85,000 for the grant, and move \$100,000 of funding forward from 2023 to 2021. The budget amendment and grant application were approved by Council at the July 13<sup>th</sup> City Council Regular Business meeting. In summary,

  - Increase project cost from \$1.2 million to \$1.285 million to accommodate the new grant.
  - Move \$50,000 of tax supported funding forward from 2023 to 2021.
  - Move \$50,000 of Storm and Surface Water funding forward from 2023 to 2021.

- Eagle Harbor Phase I: \$28,409 Increase – Capital Construction Fund:  
Eagle Harbor Phase I Labor and Benefits – The Eagle Harbor Drive Phase 1 Non-Motorized Improvement project is included in the City’s CIP for construction in 2024. In order to facilitate that schedule, project design and required right-of-way or easement acquisition started in 2021. Preliminary design has been discussed with Council on more than one occasion. Staff time required to support this work is more than currently budgeted in the CIP. This \$28,409 amendment request covers the unanticipated in-house labor required to complete these tasks. Total project cost including this amendment would be \$1.521 million.
- SCADA: \$141,000 Increase – (\$56,000 Water Fund/\$85,000 Sewer Fund): Water and Sewer Telemetry Upgrades project includes demolition of old facilities and the installation of new facilities at several locations on the Island. Work will also include upgrades to wireless cellular or fiber optic connections due to recent reductions in reliability with existing DSL service provided by CenturyLink/Lumen. A budget amendment was required to cover escalating material prices, increased labor rates, and additional scope of civil site work to support the upgrades. The budget amendment was approved at the June 8<sup>th</sup> City Council Regular Business Meeting. Water budget amendment was approved for \$56,000 bringing total project cost to \$282,000. Sewer budget amendment was approved for \$85,000, bringing total project cost to \$387,000.
- Wyatt Way Reconstruction: \$56,947 Increase – Water Fund: Wyatt Way Reconstruction Water Improvements Labor and Benefits – Water improvements associated with the Wyatt Way Reconstruction project went longer than anticipated, and additional labor is required to accommodate the fire flow component of the project. Total amendment request is \$56,947.
- Wyatt Way Reconstruction Fire Flow: \$0 (No Change) – Water Fund: Wyatt Way Reconstruction Water Improvements for Fire Flow - Three pipeline upgrades were identified that will allow the Winslow Water System to provide the required fire flow requirements for commercial and multi-family buildings. This is a capital project in the current CIP and has a total project cost of \$476,000. One of these pipeline improvements was akin to construction on Wyatt Way. To create efficiencies and reduce construction impact, this pipeline improvement was incorporated into the Wyatt Way Water improvement project. This budget request moves that portion of the Fire Flow project to the Wyatt Way project. Total project budget for Wyatt Way Reconstruction Water Improvements, including the labor and benefits amendment above, will now be \$549,447. Total project budget for Fire Flow Improvement project will now be \$366,000.
- F450 Crew Cab Flatbed Truck: \$20,000 Increase – Equipment, Rental and Revolving Fund:  
This truck was originally budgeted in the 2019-2020 Adopted Budget scheduled for

purchase in 2020. The original budget amount of \$95,000 reflected the cost of the vehicle as prepared in the fall of 2018. Due to COVID-19, City staff developed a reduced spending plan in anticipation of reduced revenues. This vehicle was part of that reduced spending plan, which was approved by Council. Purchase of the vehicle was then added to the 2021-2026 CIP with the original price tag of \$95,000. Today's quote for this vehicle is \$105,000. The \$20,000 budget amendment will pay for the increased price, associated upfit costs, and miscellaneous registration and licensing fees.

#### Operating Request – 4 items, \$148,624

- COVID Janitorial Contract extension: \$24,624 Increase – (\$23,639 General Fund/\$985 Sewer Fund): In response to the COVID-19 public health emergency, the City contracted with Island Hands LLC Inc. for additional deep cleaning and disinfection services for City facilities. The current contract extension continues the deep cleaning and disinfection services through September 30, 2021. Total contract increase is \$24,624 of which \$985 will be supported by the Sewer Fund for the Wastewater Treatment Plant and \$23,639 will be supported by the General Fund for all other City facilities. Total contract amount after this amendment will be \$158,872 which was approved by Council in the consent agenda on July 13<sup>th</sup>.
- Court Staffing: \$5,000 Increase – General Fund: Court staffing – Two recent events, COVID-19 pandemic and an employee retirement, spurred staff to analyze Municipal Court staffing needs. It is anticipated that an increase in remote (video) hearings will result in a reduction in the need for in-person security. Simultaneously, there is pent-up demand for other in-person services, such as passport applications, which are administered by two Senior Judicial Specialists. The proposal, which was approved at the July 27<sup>th</sup> City Council Regular Business Meeting, is to reduce the Court Security Officer from .75 FTE to a .50 FTE and increase both Senior Judicial Specialist positions from .80 FTE to 1.0 FTE. This is an overall staffing increase of .15. A budget amendment in the amount \$5,000 was also approved for this staffing change. Total Municipal Court salary and benefits 2021 budget is now \$502,370.
- Sidewalk repair and replacement: \$19,000 Increase – Streets Fund: The 2021 – 2022 Adopted Budget funded major sidewalk repair and replacement to improve public safety at various locations on the Island. The budget in 2021 is \$60,000. The city received two bids for this work. At the July 27<sup>th</sup> City Council Regular Business Meeting, Council approved contract acceptance at \$79,000 and correspondingly approved a budget amendment in the amount of \$19,000. Total budget for this work would be \$79,000.
- Kitsap transit B.I. ride services: \$100,000 Increase – Transportation Benefit Fund: – Kitsap Transit is launching a mobile app for the public to use to hail the Kitsap Transit B.I. Ride bus for on-demand transportation on Bainbridge Island. At the June 8<sup>th</sup> City Council Regular Business Meeting, Council approved appropriation of \$100,000 from the

Transportation Benefit Fund to support communications related to the launch of the app.

Thank you for your consideration of these requests.

**ORDINANCE NO. 2021-24**

**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**, on May 25, 2021, the City Council adopted first quarter budget and updated capital improvement plan amendments via Ordinance No. 2021-15; 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 Nos. 2021-08 and 2021-15 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:	August XX, 2021
PASSED BY THE CITY COUNCIL:	____ __, 2021
PUBLISHED:	____ __, 2021
EFFECTIVE DATE:	____ __, 2021
ORDINANCE NO:	2021-24

Attached: Exhibit A

CITY OF BAINBRIDGE ISLAND – 2021 REVISED BUDGET  
SUMMARY BY FUND

Exhibit A  
ORDINANCE NO. 2021-24

<b>CITY FUNDS</b>		<b>2021 EXPENDITURES</b>
001	GENERAL FUND	21,507,172
101	STREET FUND	3,741,966
103	REAL ESTATE EXCISE TAX FUND	2,970,697
104	CIVIC IMPROVEMENT FUND	280,387
108	AFFORDABLE HOUSING FUND	117,620
171	TRANSPORTATION BENEFIT FUND	630,000
173	TRANSPORTATION IMPACT FEE FUND	357,072
201	GO BOND FUND	1,556,995
203	LID BOND FUND	42,480
301	CAPITAL CONSTRUCTION FUND	15,158,748
401	WATER FUND	3,612,261
402	SEWER FUND	7,534,720
403	STORM & SURFACE WATER FUND	3,258,363
407	BUILDING & DEVELOPMENT FUND	3,340,542
501	EQUIPMENT RENTAL & REVOLVING FUND	773,000
	<b>TOTAL EXPENDITURES</b>	<b>64,882,024</b>

## Exhibit B to Ordinance No. 2021-24

### 2021 BUDGET AMENDMENTS

Presented to City Council

Approved on August \_\_\_\_\_, 2021

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
COVID Janitorial Cleaning Contract Extension	This item increases appropriation authority and amends the 2021 budget to extend COVID cleaning professional services agreement through September 30, 2021. Council approved contract extension on the July 13th consent agenda.	General Fund / Public Works	\$ 23,639	Increase	No
Court Staffing	This item increases appropriation authority and amends the 2021 budget to offer more in-person services at the Municipal Court. This work was approved by Council on the July 27th Council Business Meeting.	General Fund / Municipal Court	\$ 5,000	Increase	Yes
<b>TOTAL GENERAL FUND EXPENDITURE INCREASE</b>			<b>\$ 28,639</b>		
Sidewalk repair and replacement	This item increases appropriation authority and amends the 2021 budget to repair and replace deteriorating sidewalks at various locations on the Island. Council approved the contract for this work at the July 27th Council Business Meeting.	Streets Fund / Public Works	\$ 19,000	Increase	No
<b>TOTAL STREET FUND EXPENDITURE INCREASE</b>			<b>\$ 19,000</b>		
Kitsap Transit B.I. Ride services	This item increases appropriation authority and amends the 2021 budget to provide support to Kitsap Transit for communications and engagement related to B.I. Ride services of Kitsap Transit.	Transportation Benefit Fund / Public Works	\$ 100,000	Increase	No
<b>TOTAL TRANSPORTATION BENEFIT FUND EXPENDITURE INCREASE</b>			<b>\$ 100,000</b>		
Springbrook Creek Fish Passage budget	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the Springbrook Creek Fish passage project as approved by Council on July 13th.	Capital Construction Fund / Public Works	\$ 50,000	Increase	No
Eagle Harbor Ph I	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the increase in labor and associated benefits associated with Eagle Harbor Phase 1 capital project.	Capital Construction Fund / Public Works	\$ 28,408.76	Increase	No
<b>TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE</b>			<b>\$ 78,409</b>		

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
SCADA	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the escalating material prices, increased labor rates, and additional scope of civil site work to support SCADA upgrades. Also, funds will support upgrades to wireless cellular or fiber optic connections.	Water Fund / Public Works	\$ 56,000	Increase	No
Wyatt Way Reconstruction - Labor and Benefits	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for labor and benefits associated with the Wyatt Way Water Reconstruction Improvements project.	Water Fund / Public Works	\$ 56,947	Increase	No
Wyatt Way Reconstruction - Fire Flow Improvements	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for moving a portion of Fire Flow Improvements project budget for the pipeline akin to Wyatt Way construction from the Fire Flow Improvements Project to the Wyatt Way Water reconstruction budget.	Water Fund / Public Works	\$ 110,000	Increase	No
Fire Flow Improvements	This item decreases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for moving a portion of Fire Flow Improvements project budget for the pipeline akin to Wyatt Way construction from the Fire Flow Improvements Project to the Wyatt Way Water reconstruction budget.	Water Fund / Public Works	\$ (110,000)	Decrease	No
<b>TOTAL WATER FUND EXPENDITURE INCREASE</b>			<b>\$ 112,947</b>		
SCADA	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the escalating material prices, increased labor rates, and additional scope of civil site work to support SCADA upgrades. Also, funds will support upgrades to wireless cellular or fiber optic connections.	Sewer Fund / Public Works	\$ 85,000	Increase	No
COVID Janitorial Cleaning Contract Extension	This item increases appropriation authority and amends the 2021 budget to extend COVID cleaning professional services agreement through September 30, 2021. Council approved contract extension on the July 13th consent agenda.	General Fund / Public Works	\$ 985	Increase	No
<b>TOTAL SEWER FUND EXPENDITURE INCREASE</b>			<b>\$ 85,985</b>		
Springbrook Creek Fish Passage budget	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the Springbrook Creek Fish passage project as approved by Council on July 13th.		\$ 135,000	Increase	No
<b>TOTAL STORM AND SURFACE WATER FUND</b>			<b>\$ 135,000</b>		

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
F450 Crew cab flatbed	This item increases appropriation authority and amends the 2021 budget and Capital Improvement Plan (CIP) for the escalating cost associated with the purchase of new vehicles.	ER&R / Public Works	\$ 20,000	Increase	No
	<b>TOTAL EQUIPMENT RENTAL AND REVOLVING INCREASE EXPENDITURE</b>		\$ 20,000		
	<b>TOTAL BUDGET AMENDMENTS</b>		\$ 579,980		



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Consider High School Road Safety Improvements Project Contract Award (\$324,523.00) and Budget Amendment (\$180,000.00) - Public Works,

**SUMMARY:** The High School Road Safety Improvements project consists of crosswalk warning signs and upgrades safety and accessibility upgrades between SR305 and Grow Avenue.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Approve authorizing the City Manager to execute the High School Road Safety Improvements project contract award (\$324,523.00) to Transportation Systems Inc., and a budget amendment (\$180,000.00) following WSDOT's approval of additional grant funds to support the required budget.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	Contract: \$324,523.00; Budget Amendment: \$180,000.00
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	Contract: \$324,523.00; Budget Amendment: \$180,000.00
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The High School Road Safety Improvements project includes safety enhancements by providing warning sign upgrades, including on-street parking modifications, for an existing mid-block crosswalk near Hildebrand Drive, warning sign upgrades to a crosswalk at Grow Avenue, and relocating a radar feedback sign in the Madison Avenue school zone.

Bids were solicited through the area newspapers, Daily Journal of Commerce, City's bids & awards webpage and listserv. The bid opening was held on August 3, 2021 and one bid was received.

Staff has reviewed the bid documentation and contractor's qualifications and recommends that the City Council award this contract to the apparent (responsive) low bidder, Transportation Systems Inc. in the base bid amount of \$324,523.00. The engineer's estimate is \$233,855.00 to \$269,760.00. See attached bid form. City staff estimates that one reason for the project cost increase is the small nature of the project and the limited interest among contractors for bidding on the project.

The Washington State Department of Transportation (WSDOT) local programs engineer has informed the staff that, based on their experience with a similar grant situation in Bremerton, there is likely additional grant funds to cover the cost of the project. Therefore, the project award is contingent upon receiving additional grant funds from the Washington State Department of Transportation (WSDOT) to cover 100% of the construction contract amount.

The current budget is \$264,000.00 (with approximately \$181K remaining); therefore, a budget amendment of \$180,000.00 (difference plus contingency) from the capital construction fund will be needed to support the High School Road Safety Improvements project.

Upon Council approval, and approval of WSDOT's additional grant funds request, a proposed budget amendment and amendment to the Capital Improvement Plan (CIP) will be included in the fourth quarter budget adjustment reporting for 2021. Expenditures for the awarded construction contract would be paid from the capital construction fund and subsequently replaced through the grant reimbursement process by WSDOT. Also, the reimbursement from WSDOT may span the 2021 to 2022 calendar year.

For more information, see project webpage link: [www.bainbridgewa.gov/1312](http://www.bainbridgewa.gov/1312).

**ATTACHMENTS:**

[Bid Form HS Rd Safety Imp.docx](#)

[Contract HS Rd Safety Imp.docx](#)

[WSDOT 2021.08.04 LAAS #2.pdf](#)

[Bid Memo HS Rd Safety Imp.pdf](#)

[HSR Safety Plans.pdf](#)

**FISCAL DETAILS:** The current overall budget is \$264,000 for this project with \$83,000 spent leaving approximately \$181,000 of project construction funds remaining for expenditure. An additional budget amendment of \$180,000 would bring the project budget up to \$444,000.

**Fund Name(s):** Capital Construction Fund

**Coding:**



City of Bainbridge Island  
Public Works Department – Engineering

HIGH SCHOOL ROAD SAFETY IMPROVEMENTS PROJECT

Federal Aid Project No: HSIP-6700(001)

Bid Opening Date: August 3, 2021 @ 10:00am

Note: Bids Are Opened in Order Received. Bids Solicited by: <input checked="" type="checkbox"/> Advertisement <input type="checkbox"/> Small Works Roster The Engineer's Estimate is: \$233k to \$270k revised.	Transportation Systems Inc.				
Proposal	✓				
Signature Page – Addenda Acknowledged if applicable	✓				
Non-Collusion Declaration	✓				
Proposal Bond (5%)	✓				
Statement of Bidders Qualifications	✓				
Statement of Proposed Subcontractors	✓				
Disadvantaged Business Enterprise Utilization Certification (WSDOT Form #272-056A EF Revised 07/2011)	✓				
Disadvantaged Business Enterprise (DBE) Written Confirmation Document (dated 07/2011)	✓				
TOTAL BASE BID AMOUNT	\$324,523.00				
TOTAL BASE BID PLUS ALTERNATE 1	\$378,604.00				

A total of 1 bid was received for the HIGH SCHOOL ROAD SAFETY IMPROVEMENTS PROJECT. Project Manager Emily Cady has reviewed the bid and recommends that the City Council award the contract to the apparent low bidder, TRANSPORTATION SYSTEMS INC in the amount of base bid amount of \$324,523.00.

# Contract

## CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the \_\_, day of \_\_\_\_\_, 2021, by and between the City of Bainbridge Island, a Washington State Municipal Corporation, (“City” and/or “CONTRACTING AGENCY”) and Transportation Systems, Inc, a Washington State Corporation (“CONTRACTOR”).

### WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the HIGH SCHOOL ROAD SAFETY IMPROVEMENTS PROJECT, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Three Hundred Twenty-Four Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$324,523.00) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the “Contract Documents”:

1. This Contract, including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices”
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”)
3. Amendments to the Standard Specifications
4. Special Provisions
5. Indemnity and Insurance Agreement
6. Special Indemnity and Insurance Agreement
7. Prevailing Wage Schedules and Regulations
8. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
9. Certification of Compliance with Wage Payment Statutes
10. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages

provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: \_\_\_\_\_

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

**TRANSPORTATION SYSTEMS, INC:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BAINBRIDGE ISLAND:**

By: \_\_\_\_\_

Blair King, City Manager

Date: \_\_\_\_\_

# Payment Bond

**KNOW ALL PEOPLE BY THESE PRESENTS:**

**BOND NO.:** \_\_\_\_\_

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

**THE CONDITIONS** of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated \_\_\_\_\_, 2021, for the construction of the **City of Bainbridge Island's HIGH SCHOOL ROAD SAFETY IMPROVEMENTS 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 and if the PRINCIPAL shall pay the taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

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

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments: Original Surety Power of Attorney

# Performance Bond

**KNOW ALL PEOPLE BY THESE PRESENTS:**

**BOND NO.:** \_\_\_\_\_

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

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

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

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

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

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments: Original Surety Power of Attorney

# Indemnity and Insurance Agreement

## INDEMNITY AND INSURANCE PROVISIONS

The Contractor agrees to comply with the following Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract Documents conflict with any of the provisions set forth in this Indemnity Agreement and Insurance (“Agreement”) section, this section shall govern.

### **Indemnification / Hold Harmless**

The Contractor shall defend, indemnify and hold the Public Entity, 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 Public Entity.

However, 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 Public Entity, 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.

### **A. Insurance Term**

The Contractor 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 Contractor, its agents, representatives, or employees.

### **B. No Limitation**

The Contractor's maintenance of insurance as required by the Agreement 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 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 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, products-completed operations, 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.

**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 \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 3.

**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 Agreement 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 Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance

Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**I. Acceptability of Insurers**

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

**J. Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to additional insured endorsements, evidencing the insurance requirements 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 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 Contractor from the City.

**CONTRACTOR**

\_\_\_\_\_  
Print – Name of Company

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: If Corporation

Corporate Seal: \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS, If Individual or Partnership: \_\_\_\_\_

## **SPECIAL INDEMNITY AND INSURANCE AGREEMENT**

The Contractor agrees to comply with the following Special Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract Documents conflict with any of the provisions set forth in these Special Indemnity and Insurance Provisions, these Special Indemnity and Insurance Provisions shall govern.

### **Extended Coverage for Completed Operations**

Contractor shall maintain Commercial General Liability completed operations coverage for a period of three (3) years following substantial completion of the work for the benefit of the City by naming the City an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

### **Environmental Risks**

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 \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. 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 \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

**CONTRACTOR**

\_\_\_\_\_  
Print - Name of Company

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: If Corporation  
Corporate Seal: \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS, If Individual or Partnership: \_\_\_\_\_



Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name Length

Termini

**Description of Work** No Change

Safety enhancements by providing warning sign upgrades and improvements including on-street parking modifications for an existing mid-block crosswalk near Hildebrand Drive, providing warning sign upgrades to a crosswalk at Grow Avenue, and relocating a radar feedback sign in the school zone on Madison Ave.

**Reason for Supplement**

Are you claiming indirect cost rate?  Yes  No Project Agreement End Date

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency					
	b. Other					
Federal Aid Participation Ratio for PE	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)					
Right of Way %	f. Agency					
	g. Other					
Federal Aid Participation Ratio for RW	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction %	k. Contract					
	l. Other					
	m. Other					
Federal Aid Participation Ratio for CN	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
	r. Total Project Cost Estimate (e+j+q)					

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By

**Washington State  
Department of Transportation**  
By Director, Local Program

Title

Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

**IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

**VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

**XVII. Assurances**

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

# Instructions

---

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter additional amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



CITY OF  
BAINBRIDGE ISLAND

PUBLIC WORKS DEPARTMENT  
MEMORANDUM

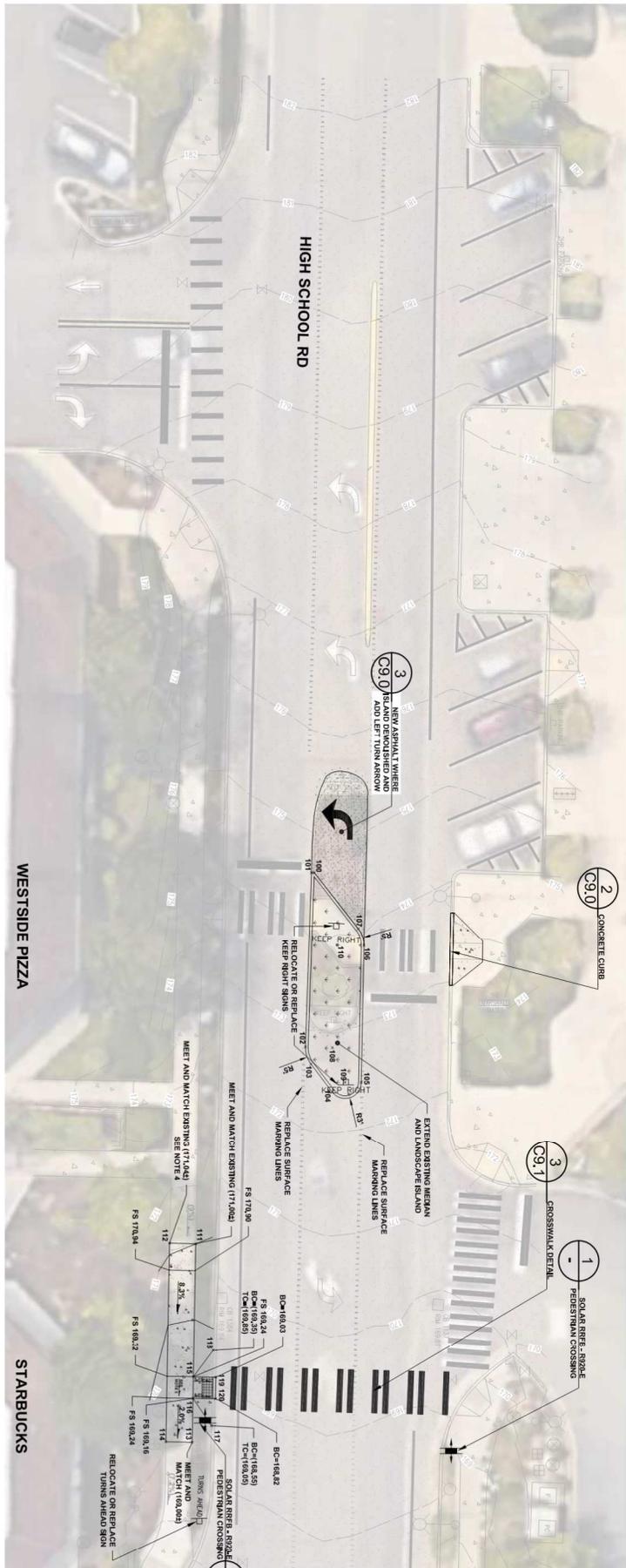
DATE: AUGUST 9, 2021  
TO: FILE  
FROM: PETER CORELIS, P.E., CITY ENGINEER  
SUBJECT: HIGH SCHOOL RD. SAFETY IMPROVEMENTS BID/CONTRACT

The City's advertisement for the High School Road Safety Improvement project closed on August 3. One (1) bid was received from Transportation Systems, Inc, totaling \$324,523 for the base bid, and \$378,604 for the base bid plus Alternate 1. The Engineer's estimates were \$233,855 and \$269,760 respectively.

The major outlier bid items were the button activated Solar Powered Rectangular Rapid Flashing Beacons, traffic control and contractor mobilization costs.

As a result of the overbid the City is electing to remove the Alternate 1 scope of work from the contract and seeks additional funding from WSDOT to cover 100% of the construction contract due to the current challenging bidding climate, which is seeing escalating costs.

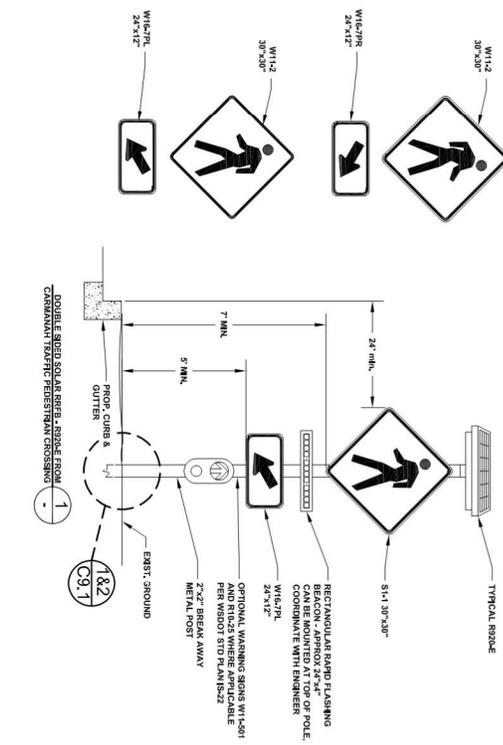
NW QTR OF SEC.26 T.25N., R.2E. W.M. & SW QTR OF SEC.22 T.25N., R.2E. W.M. & NE QTR OF SEC.27 T.25N., R.2E. W.M.  
CITY OF BANBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON



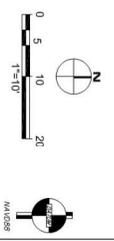
Point#	Notching	Ending
100	238448.90	1229198.34
101	238448.38	1229198.32
102	238447.25	1229227.69
103	238446.27	1229238.89
104	238442.21	1229238.87
105	238457.00	1229238.32
106	238458.12	1229208.53
107	238457.05	1229208.74
108	238452.25	1229227.86
109	238454.67	1229234.26
110	238453.12	1229208.83
111	238448.86	1229264.28
112	238421.98	1229264.16
113	238428.20	1229261.15
114	238421.31	1229261.06
115	238424.42	1229261.03
116	238426.53	1229261.03
117	238429.77	1229261.09
118	238430.69	1229264.10
119	238430.88	1229261.10
120	238430.51	1229261.10

**LEGEND:**

- DOUBLE SIDED SOLAR RREF
- NEW SIGN
- NEW LEFT TURN ARROW
- NEW CURB LINE
- ROW LINE FROM GIS
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED LANDSCAPING
- PROPOSED DETECTABLE WARNING SURFACE
- FINISHED SURFACE
- BOTTOM OF CURB
- TOP OF CURB



- NOTES:**
- FOR CROSSWALK STRIPING DETAIL, SEE BANBRIDGE ISLAND STANDARD DETAIL E-398
  - FOR ADA RAMP DETAIL, REFER TO STD PLAN F-30, I-04, F-40, I-50, AND F-45, I-04, I-02
  - FOR ADA RAMP DETAILS REFER TO WSDOT STD PLANS
  - ALL ELEVATIONS AND SLOPES IN (XXXX) ARE EXISTING.
  - LANDING LESS THAN 2% IN ANY DIRECTION.



**SÁEZ CONSULTING ENGINEERS, INC.**  
A/E PLANNING, DESIGN, SURVEYING & CONSTRUCTION SUPPORT

748 Window Way E.  
Bainbridge Island, WA, 98110  
PH: (206) 832-9292  
881-741-7414  
FAX: (206) 235-9125

**C3.0**

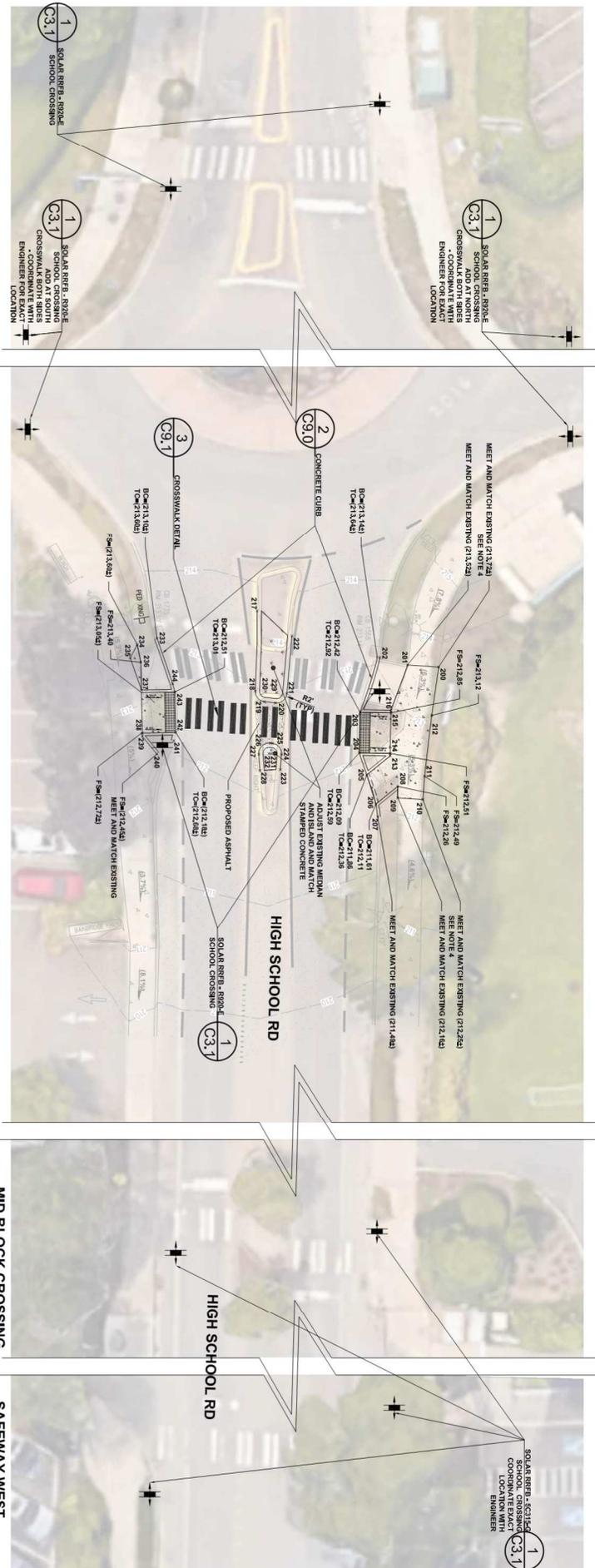
19016  
01-08-2021

Revisions

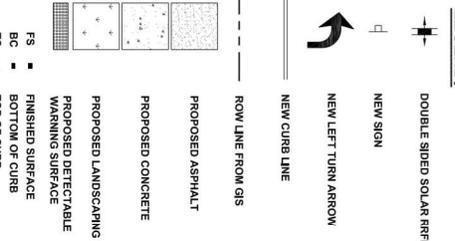
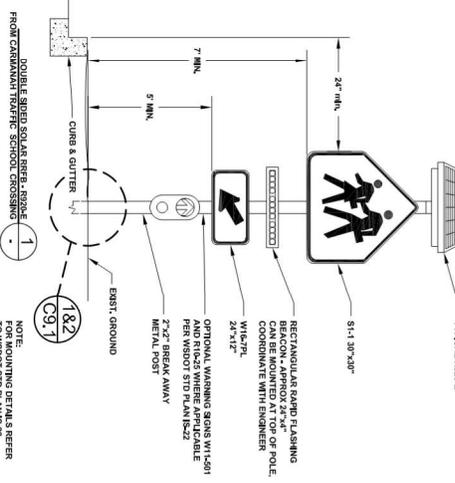
PAVING, GRADING, AND SIGNAGE SAFEWAY ENTRANCE PLAN  
HIGH SCHOOL ROAD SAFETY IMPROVEMENTS



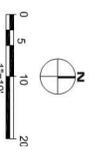
CALL 4 DAYS  
BEFORE YOU DIG  
1-800-424-5555



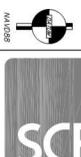
Point Table		Point Table		Point Table	
Point #	Northing	Eastng	Point #	Northing	Eastng
200	23501.15	1234437.29	229	23469.42	1234443.53
201	23464.61	1234437.16	231	23467.63	1234427.2
202	23464.66	1234433.4	232	23472.62	1234431.96
203	23464.56	1234433.4	233	23470.35	1234457.61
204	23463.72	1234433.4	234	23470.38	1234457.61
205	23467.17	1234433.4	235	23468.31	1234452.51
206	23464.33	1234443.5	236	23468.40	1234452.46
207	23464.33	1234463.72	237	23466.18	1234454.99
208	23464.31	1234463.25	238	23466.40	1234457.89
209	23464.31	1234463.25	239	23466.40	1234452.44
210	23464.31	1234463.25	239	23467.48	1234442.39
211	23464.31	1234463.25	241	23468.28	1234454.50
212	23464.31	1234463.25	242	23468.17	1234454.45
213	23464.31	1234463.25	243	23464.38	1234432.00
214	23464.17	1234463.25	244	23442.52	1234433.25
215	23464.16	1234463.25	245	23441.17	1234433.03
216	23464.08	1234463.25	246	23443.24	1234430.06
217	23464.08	1234463.25	247	23443.24	1234430.06
218	23464.50	1234442.22	248	23443.24	1234432.52
219	23464.26	1234443.83	249	23443.24	1234431.18



- NOTES:**
1. FOR CROSSWALK STRIPING DETAIL, SEE BANBRIDGE ISLAND STANDARD DETAIL S-380.
  2. FOR SIDEWALK DETAILS SEE WSDOT STD PLAN P-3016-04.
  3. FOR ADA RAMP DETAILS SEE WSDOT STD PLANS P-3016-04 AND P-3016-02.
  4. ALL ELEVATIONS AND SLOPES IN (XXX.XX) ARE EXISTING.



CALL 4 DAYS BEFORE YOU DIG  
1-800-424-5555



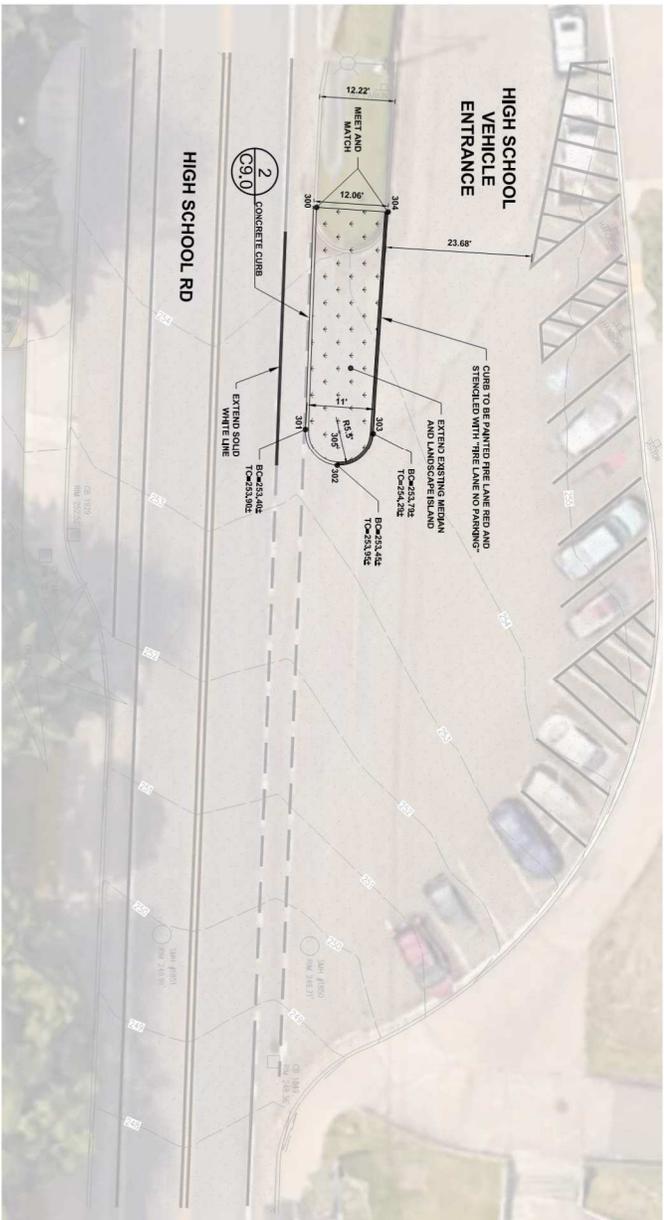
**SÁEZ CONSULTING ENGINEERS, INC.**  
A/E PLANNING, DESIGN, SURVEYING & CONSTRUCTION SUPPORT  
748 Window Way E.  
Barronville Island, WA, 98110  
PH: (206) 832-1100  
FAX: (206) 235-9125

C3.1  
19016  
01-08-2021

Revisions

PAVING, GRADING AND SIGNAGE ROUNDABOUT CROSSING PLAN  
HIGH SCHOOL ROAD SAFETY IMPROVEMENTS





Point #	Northing	Easting
300	208517.12	1223026.89
301	208518.83	1223068.91
302	208520.97	1223071.77
303	208525.80	1223066.63
304	208523.18	1223026.63
305	208521.31	1223068.28

**LEGEND:**

- DOUBLE SIDED SOLAR REFLECTIVE STRIPING
- NEW SIGN
- NEW LEFT TURN ARROW
- NEW CURB LINE
- ROW LINE FROM GIS
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- FINISHED SURFACE
- BOTTOM OF CURB
- TOP OF CURB

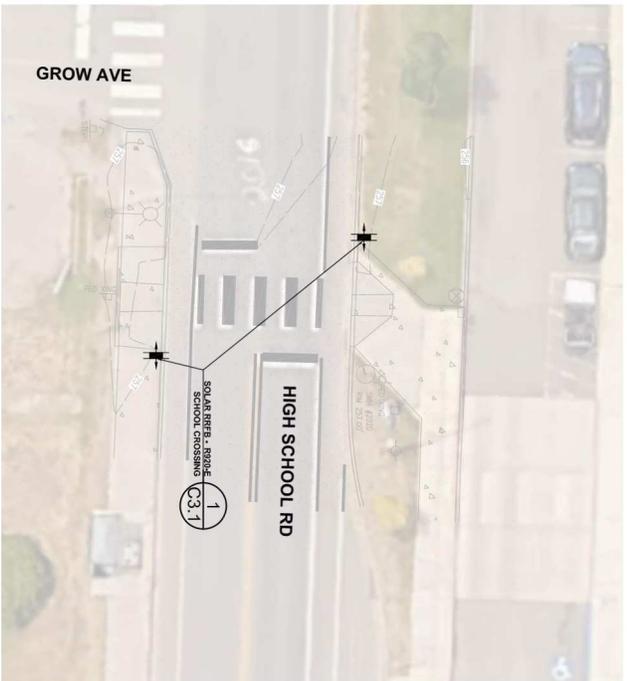
**NOTES:**

- FOR CROSSWALK STRIPING DETAIL, SEE BANBRIDGE ISLAND STANDARD DETAIL 8-390.
- FOR SIDEWALK DETAILS SEE WSDOT STD PLAN F-301.00-04.
- FOR SIGN AND SIGNAGE DETAILS REFER TO WSDOT STD PLANS F-301.15-04 AND F-301.15-02.

Scale: 1" = 10'

North Arrow

CALL 4 DAYS BEFORE YOU DIG  
1-800-424-5555



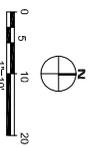
**LEGEND:**

- DOUBLE SIDED SOLAR REFLECTIVE GLASS BEADS
- NEW SIGN
- NEW LEFT TURN ARROW
- NEW CURB LINE
- ROW LINE FROM GIS
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED LANDSCAPING
- FINISHED SURFACE
- BOTTOM OF CURB
- TOP OF CURB

**NOTES:**

1. FOR CROSSWALK STRIPING DETAIL, SEE BANBRIDGE ISLAND STANDARD DETAIL 8-390.
2. FOR SIDEWALK DETAILS SEE WSDOT STD PLAN F-30-10-04.
3. FOR ADA RAMP DETAILS REFER TO WSDOT STD PLANS F-40-15-04 AND F-45-10-02.

CALL 4 DAYS BEFORE YOU DIG  
 1-800-424-5555



**SAEZ CONSULTING ENGINEERS, INC.**  
 A/E PLANNING, DESIGN, SURVEYING & CONSTRUCTION SUPPORT  
 748 Winlow Way E.  
 Bunkapops Island, WA, 98110  
 PH:(206) 842-4188  
 FAX:(206) 238-9125

**C3.3**  
 19016  
 01-08-2021

Revisions

PAVING, GRADING AND SIGNAGE HIGH SCHOOL CROSSWALK PLAN  
 HIGH SCHOOL ROAD SAFETY IMPROVEMENTS





CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Consider Country Club Road Bulkhead Spot Repairs Contract Award (\$332,613.16) and a Budget Amendment (\$101,000.00) - Public Works,

**SUMMARY:** The County Club Road Bulkhead Spot Repairs project consists of bulkhead repairs along Country Club Road between Toe Jam Hill and Upper Farms Road. This is an interim measure until a permit can be secured for more permanent repairs.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Authorize the City Manager to execute the Country Club Bulkhead Spot Repairs contract in the amount of \$332,613.16 with Sealevel Bulkhead Builders Inc., and approve a budget amendment in the amount of \$101,000.00.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	Contract: \$332,613.16; Budget Amendment \$101,000.00
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	Contract: \$332,613.16; Budget Amendment \$101,000.00
<b>Included in Current Budget?</b>	No

**BACKGROUND:** This project consists of the repair of a bulkhead wall, totaling approximately 220 linear feet, extension of stormwater culverts, and pavement and embankment restoration. This is an interim measure until a permit can be secured for permanent repairs.

Bids were solicited through the Municipal Research Services Center (MRSC) Small Works Roster process and one bid was received.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the Country Club Road Bulkhead Spot Repairs project to the apparent (responsive) low bidder, Sealevel Bulkhead Builders, Inc. in the amount of \$332,613.16. See attached bid form. The engineers' estimate is \$250,000 to \$350,000.

The current budget is \$299,000 (with approximately \$242,000 remaining); therefore, a budget amendment of \$101,000.00 (difference plus contingency) from the capital construction fund will be needed to support the Country Club Road Bulkhead Spot Repairs project. The City staff estimate that the project cost is higher due to a couple factors including the preliminary nature of the original budget estimate (which was developed with minimal information during the budget development discussions with the City Council), and the small nature of the project, which attracted only one bid.

Upon Council approval, a proposed budget amendment will be included in the third quarter budget adjustment reporting for 2021.

For more information, see project webpage link: [www.bainbridgewa.gov/1227](http://www.bainbridgewa.gov/1227)

**ATTACHMENTS:**

[Bid Form Country Club Rd Bulkhead Spot Repairs.docx](#)

[Contract Country Club Rd Bulkhead Spot Repairs.docx](#)

**FISCAL DETAILS:** There is a total budget of \$299,000 for this project with \$57,000 spent or encumbered leaving a balance of \$242,000 for construction. A budget amendment of \$101,000 would bring the project budget total to \$400,000 and the construction budget to \$342,000.

**Fund Name(s):** Capital Construction Fund

**Coding:**



City of Bainbridge Island  
Public Works Department – Engineering

COUNTRY CLUB RD BULKHEAD SPOT REPAIR PROJECT  
Bid Opening Date: August 6, 2021  
Bids Open @ 10:00am

Note: Bids Are Opened in Order Received. Bids Solicited by: <input type="checkbox"/> Advertisement <input checked="" type="checkbox"/> Small Works Roster The Engineer's Estimate is: \$250,000.00 – \$350,000.00	Sealevel Bulkhead Builders, Inc				
Proposal	✓				
Signature Page – Addenda 1-3 Acknowledged	✓				
Non-Collusion Declaration	✓				
Proposal Bond (5%)	✓				
Statement of Bidders Qualifications	✓				
Statement of Proposed Subcontractors	✓				
<b>TOTAL BASE BID AMOUNT</b>	<b>\$332,613.16</b>				

A total of 1 bids were received for the COUNTRY CLUB RD BULKHEAD SPOT REPAIR PROJECT. Project Manager, EMILY CADY, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, SEALEVEL BULKHEAD BUILDERS in the amount of \$332,613.16.

# Contract

## CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the \_\_, day of \_\_\_\_\_, 2021, by and between the City of Bainbridge Island, a Washington State Municipal Corporation (“City” and/or “CONTRACTING AGENCY”) and Sealevel Bulkhead Builders, Inc, a Washington State Corporation (“CONTRACTOR”).

### WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the **COUNTRY CLUB RD BULKHEAD SPOT REPAIR PROJECT**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Three Hundred Thirty-Two Thousand, Six Hundred Thirteen and 16/100 Dollars (\$332,613.16) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the “Contract Documents”:

1. This Contract, including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices”
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”)
3. Amendments to the Standard Specifications
4. Special Provisions
5. Indemnity and Insurance Agreement
6. Special Indemnity and Insurance Agreement
7. Prevailing Wage Schedules and Regulations
8. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
9. Certification of Compliance with Wage Payment Statutes
10. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: \_\_\_\_\_

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

**SEALEVEL BULKHEAD BUILDERS, INC:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BAINBRIDGE ISLAND:**

By: \_\_\_\_\_

Blair King, City Manager

Date: \_\_\_\_\_

# Payment Bond

**KNOW ALL PEOPLE BY THESE PRESENTS:**

**BOND NO.:** \_\_\_\_\_

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

**THE CONDITIONS** of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated \_\_\_\_\_, 2021, for the construction of the **City of Bainbridge Island's COUNTRY CLUB RD BULKHEAD SPOT REPAIR 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 and if the PRINCIPAL shall pay the taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

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

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments: Original Surety Power of Attorney

# Performance Bond

**KNOW ALL PEOPLE BY THESE PRESENTS:**

**BOND NO.:** \_\_\_\_\_

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

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

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

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

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

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments: Original Surety Power of Attorney

## Maintenance Bond

Bond No. \_\_\_\_\_

**WHEREAS**, \_\_\_\_\_, hereinafter referred to as “PRINCIPAL,” has constructed and installed certain improvements in connection with a project known as the **City of Bainbridge Island’s COUNTRY CLUB RD BULKHEAD SPOT REPAIR PROJECT** on sites located within the City of Bainbridge Island, hereinafter referred to as the “City”; and,

**WHEREAS**, in order to provide security for the obligation of the PRINCIPAL to repair or replace any improvement(s) which prove(s) defective within **two (2)** years of acceptance of the improvement(s) by the City and to enable the City to release the performance bond provided in connection with said improvements, this bond has been secured and is hereby submitted to the City.

**NOW THEREFORE**, the undersigned PRINCIPAL and \_\_\_\_\_, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as the “Surety,” agree and bind themselves, their heirs, executors, administrators, and assigns, unto the City in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), that being **Twenty Percent (20%)** of the total project construction costs, according to the following terms and conditions:

1. The PRINCIPAL and SURETY agree that in the event any of the improvements installed by the PRINCIPAL or SURETY pursuant to the above references plans, conditions, and file fail to remain free from defects in materials, workmanship, or installation, or in the case of landscaping, fail to survive, for a period of two (2) years from the date of acceptance of the installation by the City, then the SURETY shall, within twenty (20) days, demand of the City make a written commitment to the City that it will either:

- (a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or
- (b) Tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

The SURETY shall then fulfill its obligations under this bond, according to the option it as selected.

If the SURETY elects option (b), then upon completion of the remedy the City shall notify the SURETY of the actual costs of the remedy. The City shall return, without interest, any overpayment made by the SURETY, and the SURETY shall pay to the City any actual costs which exceed the City’s estimate, limited to the bond amount.

2. If the PRINCIPAL fails to make repairs or provide maintenance within the time period requested by the City, its employees and agents are hereby authorized to enter onto said property and to perform such work. This provision shall not be construed as creating any obligation on the party of the City of its representatives.

3. In the event that any lawsuit is instituted to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party is such litigation shall be entitled to recover from the losing party its costs, including reasonable attorneys’ fees, incurred as a result of such lawsuit.

4. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the SURETY or the PRINCIPAL.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attachments:

Original, notarized power of attorney for the surety's officer empowered to sign the bond must be attached to the bond.

## 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 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 in accord 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 in accord with RCW 60.28.011(4)(a).

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I hereby elect to have the City of Bainbridge Island **PLACE IN ESCROW** the retained percentage of this contract in accord 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 of Bainbridge 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 of Bainbridge Island. When the monies reserved are to be placed in escrow, the City of Bainbridge Island 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 of Bainbridge Island 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 accord 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 City of Bainbridge Island.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

# Indemnity and Insurance Agreement

## INDEMNITY AND INSURANCE PROVISIONS

The Contractor agrees to comply with the following Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract Documents conflict with any of the provisions set forth in this Indemnity Agreement and Insurance (“Agreement”) section, this section shall govern.

### **Indemnification / Hold Harmless**

Contractor shall defend, indemnify and hold the Public Entity, 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 Public Entity.

However, 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, 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 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.

### **A. Insurance Term**

The Contractor 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 Contractor, its agents, representatives, or employees.

### **B. No Limitation**

The Contractor's maintenance of insurance as required by the Agreement 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 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 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent

contractors, products-completed operations, 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.

**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 \$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 Agreement 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 Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance

Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**I. Acceptability of Insurers**

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

**J. Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to additional insured endorsements, evidencing the insurance requirements 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 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 Contractor from the City.

**CONTRACTOR**

\_\_\_\_\_  
Print – Name of Company

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: If Corporation

Corporate Seal: \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS, If Individual or Partnership: \_\_\_\_\_

## **SPECIAL INDEMNITY AND INSURANCE AGREEMENT**

The Contractor agrees to comply with the following Special Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract Documents conflict with any of the provisions set forth in these Special Indemnity and Insurance Provisions, these Special Indemnity and Insurance Provisions shall govern.

### **Extended Coverage for Completed Operations**

Contractor shall maintain Commercial General Liability completed operations coverage for a period of three (3) years following substantial completion of the work for the benefit of the City by naming the City an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

### **Environmental Risks**

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 \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. 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 \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

**CONTRACTOR**

\_\_\_\_\_  
Print - Name of Company

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: If Corporation  
Corporate Seal: \_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS, If Individual or Partnership: \_\_\_\_\_

# Guarantee Form

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

Subject: Country Club Rd Bulkhead Spot Repair Project

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 shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City of Bainbridge Island shall in no way be deemed a waiver by the City of Bainbridge Island 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 this State pertaining to acts of negligence.

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

---

Contractor Signature

---

Date

---

Print - Company Name - Title

## Appendix A:

### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 12, 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.*



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Approve Contract Amendment for an Additional \$24,120.00, FCS 100% Cost Recovery Fee Study PCD - Planning,

**SUMMARY:** FCS was awarded a fee study contract at the end of 2019. As part of their continued work on the cost of service and cost recovery analysis, this amendment request is to cover additional data revisions and data from the City's permit and financial system.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:**

Approve Amendment No. 2 to the Agreement with FCS.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	14,000.00
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** Contract awarded in December 2019 for \$48,485 for 100% Cost Recovery Fee Study. Amendment number 1 was approved by the City Council on November 10, 2020 for an additional \$14,000. Total revised contract amount is \$86,605.00. The second amendment was necessary due to the revision of service based fees which rely on core labor fee time information provided by staff. These service based fee estimates were revised after additional review of fee processing times by Public Works staff including the new Engineering Manager and reflect a more accurate cost of service. Also, the revised scope anticipates two additional Council work sessions.

**ATTACHMENTS:**

[Amendment No. 2 to PSA with FCS Group for Fee Study.docx](#)

[Amendment No. 1 to PSA with FCS Group Fee Study](#)

[Fully Executed FCS Group PSA Contract Signed 122019.pdf](#)

[Amendment Request FCS](#)

**FISCAL DETAILS:** There will be a \$24,120 budget impact with this change which can be absorbed within existing resources. No budget amendment will be necessary.

**Fund Name(s):**

**Coding:**

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

**THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES** (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on December 20, 2019, and amended on November 10, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and FCS Group, a Washington State corporation, (“Consultant”).

**WHEREAS**, the City and the Consultant entered into the Agreement in connection with a Planning and Development 100% Cost Recovery Fee Study; and

**WHEREAS**, the City desires to extend the term of the Agreement until April 30, 2022, and to increase the maximum amount payable under the Agreement by \$24,120 to compensate the Consultant for additional work needed to complete the original scope of services.

**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 ~~June 30, 2021~~, April 30, 2022, 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 hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of ~~sixty-two thousand four hundred eighty-five dollars (\$62,485.00)~~ eighty-six thousand six hundred and five dollars (\$86,605).

3. **Attachment B**, Scope of Services, is hereby amended to reflect that the budget for Task 3 is increased by \$3,380 (i.e., from \$13,870 to \$17,250), Task 4 is increased by \$3,360 (i.e., from \$11,290 to \$14,650), Task 6 is increased by \$5,765.00 (i.e., from \$5,550 to \$11,315), Task 7 is increased by \$3,975 (i.e., from \$8,310 to \$12,285) and Task 8 is increased by \$7,640 (i.e., from \$6,180 to \$13,820).

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.

FCS Group

CITY OF BAINBRIDGE ISLAND

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Blair King, City Manager

Title \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

City Bus. Lic. # \_\_\_\_\_



# Routing Cover Sheet

## General Information

Originating Department: \_\_\_\_\_ Division: \_\_\_\_\_

Document/Project Name: \_\_\_\_\_

Department Contact: \_\_\_\_\_ Ext: \_\_\_\_\_

## Document Type

ILA/MOU
Contract/Agreement
Amendment
Change Order
Other

**Notes:**

## DEPARTMENT INITIAL REVIEW AND ROUTING (For City Manager-Approved Contracts)

Dept. Manager/Supervisor:	Date:
PW Admin:	Date:
Dept. Director:	Date:

### EXECUTIVE

Executive Admin:	Date:
City Attorney:	Date:

### CITY CLERK (For City Council – Approved Contracts)

Meeting Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Contract Inventory: \_\_\_\_\_

<b>DEPARTMENT BUDGET INFO:</b>
<b>Current Budget:</b> \$ _____
<b>Contract/Expenditure Amount:</b> \$ _____
<b>Amount Remaining:</b> \$ _____
<b>PW GRANT INFO:</b>
<b>State Grant?</b> YES:    NO:
Date Authorized by WSDOT/FWHA: _____
<b>Federal Grant?</b> YES:    NO:
Date Authorized by WSDOT/FWHA: _____

**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 December 20, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and FCS Group, a Washington State corporation, (“Consultant”).

**WHEREAS**, the City and the Consultant entered into the Agreement in connection with a Planning and Development 100% Cost Recovery Fee Study; and

**WHEREAS**, the City desires to extend the term of the Agreement until June 30, 2021, and to increase the maximum amount payable under the Agreement by \$14,000 to compensate the Consultant for additional work needed to complete the original scope of services.

**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~~ June 30, 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 hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of ~~forty-eight thousand four hundred and eighty-five dollars (\$48,485)~~ sixty-two thousand four hundred eighty-five dollars (\$62,485.00);

3. **Attachment B**, Scope of Services, is hereby amended to reflect that the budget for Task 3 is increased by \$7,000 (i.e., from \$6,870 to \$13,870) and the budget for Task 4 is increased by \$7,000 (i.e., from \$4,290 to \$11,290).

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.

FCS Group

CITY OF BAINBRIDGE ISLAND

Date: \_\_\_\_\_

Date: November 13, 2020

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name \_\_\_\_\_

Morgan Smith, City Manager

Title \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

City Bus. Lic. # \_\_\_\_\_



## **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 FCS GROUP, a Washington State corporation (“Consultant”).

**WHEREAS**, the City needs professional services in connection with a Planning and Development 100% Cost Recovery Fee Study ; and

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

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

### **1. SERVICES BY CONSULTANT**

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

### **2. TERM AND TERMINATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2020, unless sooner terminated by either party as provided below.

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

### **3. PAYMENT**

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of forty eight thousand four hundred and eighty-five dollars (\$48,485);

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 negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

#### **10. INSURANCE**

The Consultant shall maintain the insurance described in **Attachment A**:

#### **11. SUBLETTING OR ASSIGNING CONTRACT**

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

#### **12. EXTENT OF AGREEMENT/MODIFICATION**

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

#### **13. SEVERABILITY**

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

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

#### **14. FAIR MEANING**

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

**15. NONWAIVER**

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

**16. NOTICES**

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

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

To the Consultant:       FCS GROUP  
Redmond Town Center  
7525 166<sup>th</sup> Ave NE, Ste D-215  
Redmond, WA 98052  
Attention: Martin Chaw, Project Manager

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.

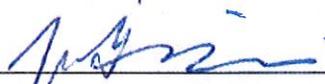
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

FCS GROUP

CITY OF BAINBRIDGE ISLAND

Date: 12/11/2019

Date: 12/20/19

By: 

By: 

Name JOHN GILLARDUCCA

Morgan Smith, City Manager

Title PRESIDENT

Tax I.D. # 911417946

City Bus. Lic. # 45707

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

**A. Insurance Term**

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

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

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

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

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

**E. Other Insurance Provision**

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

**F. Acceptability of Insurers**

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

**G. Verification of Coverage**

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

**H. Notice of Cancellation**

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

**I. Failure to Maintain Insurance**

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

**J. City Full Availability of Consultant Limits**

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

## **ATTACHMENT A SCOPE OF SERVICES**

### **Task 1: Conduct Kick-off Meeting**

We will conduct a kick-off meeting with the City's project manager and key stakeholders that might be involved with the study. We will discuss roles and responsibilities, project goals and requirements, key issues, City policies and practices, project execution, schedule and key milestones, readily available data, and subsequent data collection processes and tasks. We will submit a data request that might include the 2019 adopted line item budget by organizational unit/program for all the participating departments, 2018 actual and 2019 adopted revenues and expenditures by line item and organizational unit, 2018 and 2019 fee schedules, actual 2018 fee revenues by type of fee, each staff member's 2018 and 2019 salary and benefits including any other City staff involved in the development services fee processes that do not have a separate fee for their review, and departmental organizational charts.

Before starting the analyses, the City should determine whether the analysis should be based on 2018 actual revenues and expenditures or on the 2019 adopted revenues and expenditures.

### **Task 2: Interview Key Stakeholders**

We will interview key stakeholders from the participating programs and departments that provide fee and non-fee related services. During the interviews we will ask questions about the following:

- What are the development fee and non-fee services provided by each division or program?
- What are the key steps or activities in the review and approval process?
- Are there current or new services that should have a fee such as dewatering, engineering deviations, shoring adjacent to the right of way, or low impact development?
- Are there any permits or services where a different fee structure might be more appropriate to simplify the fees?
- What are the City's or the department's cost recovery goals?
- Will the market be able to accommodate higher fees?

After completing the interviews and reviewing the City's development fee schedules, we will prepare a fee list that shows each department's fees to be included in the cost of service analysis including any new or revised development fees. We will then submit the list to the City for a final review and approval before beginning the cost of service and cost recovery analyses.

We anticipate up to three (3) on-site meetings with key divisional staff and departmental stakeholders during this task.

### Task 3: Conduct Cost of Service Analysis

After identifying and confirming the services, fees, and charges to be included in the study, we will establish the total cost of service, including indirect support costs, for each program and individual fee service. As specified in the City's RFP, our analysis will identify the fully burdened, 100% cost recovery of these fee services. Overall and specific time estimates for each program and activity are critical in determining the cost of service. If the City already keeps track of the time spent on the various types of services/permits provided by a department or program, we will review the current data with the appropriate City staff and confirm how well such data represents the time and effort needed to provide specific services. The time data should also identify how each staff member spends all of their time at work. If time records are not available or reliable, a time estimation form will be used to collect each staff member's time data and profile.

Our methodology analyzes the cost of service at the overall program level and at the individual fee level. The time estimation form allows us to collect data on how each employee spends the available time working in indirect and direct service categories. These categories can include indirect activities such as administration and training or can include broad direct service program areas such as building permits, current planning, or code enforcement. In addition, this detailed review also allows us to determine an employee's fully loaded hourly rate.

Based on the time data and/or estimates, we can calculate the time and costs of the overall fee and non-fee services that directly serve the public as well as those services that do not generate revenue, such as comprehensive long-range planning or code enforcement. This analysis includes an allocation of non-labor costs associated with fee and non-fee services. As part of the methodology, we identify and summarize support and indirect costs – salary and non-salary – to produce separate support cost layers associated with the staff providing direct services. Administrative costs can be quantified as indirect support costs unless the support can be specifically identified as part of a service provided. Other indirect support costs include time and costs for employee training, public information, customer service, general departmental administration, and departmental management tasks.

We also determine the management and overhead costs associated with Citywide services from a city's full cost allocation plan and allocate these to the fee and non-fee activities and services in an appropriate manner. Department administration and if applicable, division administration is also identified and allocated. Other associated costs can include the credit card fees. We combine the results to calculate the full cost of fee and non-fee services.

The full cost layers will include some or all of the following types of costs:

- Citywide overhead (e.g. from the City's full cost allocation plan)
- Departmental/divisional overhead
- Direct services
- Indirect support activities that are allocated between fee-generating and non-fee-generating activities for training, public information, etc.
- Associated non-labor costs including credit card fees

We also use the indirect and overhead cost layers to calculate additional hourly costs that are added to each employee's salary and benefit rate.

Based on the time forms and allocated costs, we are able to develop the different cost layers for a particular permit category as shown in **Exhibit 1**.

**Exhibit 1. Cost Layer**

Building's Components of the Cost of Service		Full Cost of Service		
		Labor	Non-Labor	Total
Direct Fee Services	Total Direct Services	\$ 2,181,226	\$ 351,650	\$ 2,532,876
	Contract Services	\$ 575,468	\$ -	\$ 575,468
Indirect Activities	Training & Certification	31,348	4,463	35,811
	Other	5,278	784	6,062
	General Admin (Breaks)	113,280	17,522	130,801
Overhead Services	Department Administration OH - Fee Related	1,134,541	368,650	1,503,191
	Division OH - Fee Related	225,486	-	225,486
	Citywide OH - Fee Related	-	400,308	400,308
<b>Subtotal-Direct Fee Services</b>		<b>\$ 4,266,627</b>	<b>\$ 1,143,376</b>	<b>\$ 5,410,003</b>
Other Non-Fee Direct Services	PDS Code Compliance Support - Building	\$ -	-	\$ -
	PDS Interdepartmental Project Support - Building	10,228	1,531	11,759
	PDS Community Service Inspections - Building	1,229	204	1,433
	PDS Emergency Response Services - Building	-	-	-
	Other Building Services (non-permit related)	128,180	17,369	145,549
	Long Range Planning (B)	6,805	1,038	7,843
	Code Enforcement - Building	166,118	27,464	193,582
	PDS Code Development - Building	917	146	1,063
	PDS Public Disclosure Requests - Building	8,329	1,230	9,559
	PDS General Inquiries - Building	54,993	8,923	63,916
	Training & Certification	5,162	735	5,897
	General Admin (Breaks)	18,653	2,885	21,539
	Department Administration OH - Non-Fee Related	186,821	60,704	247,526
	Division OH - Non-Fee Related	37,130	-	37,130
Citywide OH - Non-Fee Related	-	65,918	65,918	
<b>Subtotal - Other Direct Services</b>		<b>\$ 624,566</b>	<b>\$ 188,147</b>	<b>\$ 812,713</b>
<b>Building Total</b>		<b>\$ 4,891,193</b>	<b>\$ 1,331,523</b>	<b>\$ 6,222,716</b>

To calculate the cost of service for individual fees and services, we use staff focus groups. If the staff do not track their time by individual fee service, we will work with them using group meetings to help them estimate the amount of time spent providing each individual service. For each program (e.g. building, planning, fire, public works) we expect that we will need to meet with each program staff group at least two to three times for at least two hours per meeting depending on what their staff roles are, the number of individual permits developed as part of Task 2, and the number of staff involved.

In addition, if there are large variations in the amount of time spent on a particular permit, we will identify these fee categories, and if changes are needed, we will work with the staff to identify what the best fee structure is for determining the charges. On the following page, **Exhibit 2** shows the type of time information that might be gathered during these meetings with the program staff. Any time spent associated with the Technical Review Committee would also be included as part of the processing time for each permit.

**Exhibit 2.**  
**Example of Staff Processing Times for Individual Fees**

	Building	Building	Planning	Planning	
	Senior Permit Technician	Plans Examiner	Planning Official	Planner II	
<b>Total Loaded Hourly Rate</b>	<b>\$80.78</b>	<b>\$86.75</b>	<b>\$89.12</b>	<b>\$72.42</b>	<b>Total Hours</b>
*Pre Application or Pre Submission (Per Meeting)	1.00	2.00	0.00	2.00	5.00
Accessory Dwelling Unit	0.50	0.00	0.00	13.50	14.00
Building Site Plan	0.50	0.00	1.00	18.50	20.00
Boundary Line Adjustment	0.50	0.00	0.00	7.00	7.50
Comp. Plan Amendment (Text)	0.50	0.00	7.00	28.50	36.00
Comp. Plan Amendment (Map)	0.50	0.00	7.00	28.50	36.00
Large Lot	0.50	0.00	0.50	18.50	19.50
Long Plat	0.50	0.00	3.50	45.50	49.50
Parcel Combination	0.50	0.00	0.00	5.00	5.50
Cluster Plat - 5 or more lots	0.50	0.00	3.50	45.50	49.50
Cluster Plat - 4 or less lots	0.50	0.00	1.50	21.50	23.50
Plat Extension	0.50	0.00	0.00	5.00	5.50
Short Plat	0.50	0.00	1.50	21.50	23.50
*Preliminary Plat	0.50	0.00	3.50	41.50	45.50
*Final Plat	0.50	0.00	1.00	8.00	9.50

Once the cost of services is calculated, we will develop a summary list that shows the cost of service for various types of permits and services. The list can be used to make comparisons with the fee or revenue generated by the activity or service as needed in the following cost recovery task.

For valuation-based fees, the cost of service analysis will depend on the time data available and the level of detail desired. If time records are available to make distinctions among the various types of valuation schedules used, we can use that data to determine the cost of service.

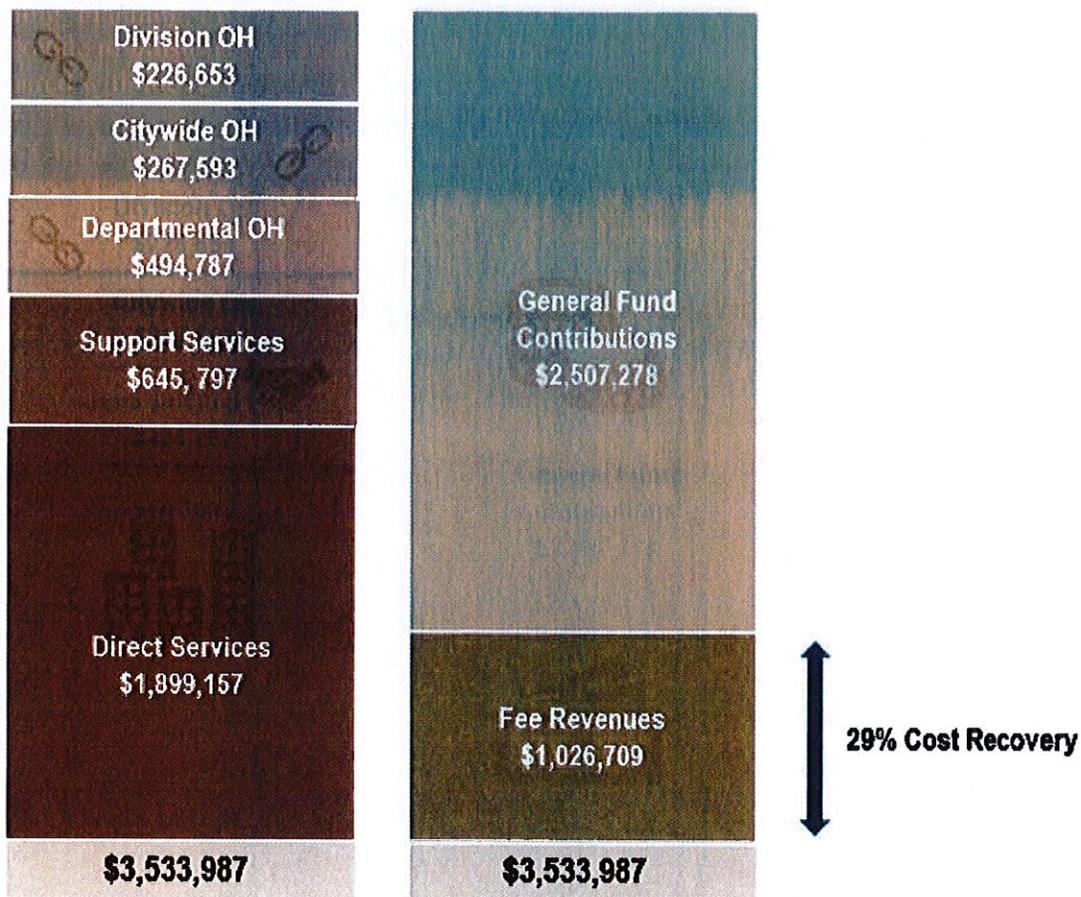
If such data is not available, time estimates for such categories can be included on the time estimation form and can also be discussed as part of the group meetings to review the hours and costs associated with each valuation fee level when there is a limited number of fee levels.

#### Task 4: Conduct Cost Recovery Analyses

Once the cost of service analyses is completed, we will conduct a cost recovery analysis for the participating departments and programs. Our cost recovery analysis involves two different analyses. The first analysis shows the overall cost recovery for a program/functions (i.e., Building, Planning, Fire, and Public Works), and the second analysis shows the cost recovery for each individual fixed fee.

To illustrate the components of costs and revenues in a variety of ways, we first provide the overall, high level summary of costs and revenues, usually by permit type or program unit (e.g. Building, Planning, Fire, and Public Works). **Exhibit 3** illustrates a commonly used graph that we provide to illustrate in a summary fashion the major categories of costs which are then compared with the revenues to recover those costs.

**Exhibit 3. Example of Cost Recovery Chart**



This type of graph helps policy makers and elected officials understand what costs are involved in providing services and how those costs compare to the revenues generated by these types of services. We have found that cost recovery discussions then focus on what costs should be recovered, and our cost recovery analysis can then be adjusted based on the appropriate cost recovery policies. Based on the types of costs or the level of cost recovery that the City wants, we can then calculate a cost recovery level and establish the corresponding fee for an activity or service at that level. If we have the detail on the number of permits, we can also forecast the potential revenue change based on the desired cost recovery level.

We will also develop a matrix that shows the cost of service for the various types of permits and services and the fee/revenues generated by the permit or service. Depending on the level of information available, we will show the data at the appropriate detailed level, wherever possible, but for some services we might only make the comparison at a very high level, such as by program or organizational unit. In the previous task we will have calculated hourly rates for the staff and gathered information about the time necessary to process individual permits. With that data we can calculate the cost of an individual permit. Exhibit 4 offers an example of the matrix that shows an individual fee's cost of service and cost recovery level.

**Exhibit 4. Example of Cost Recovery Matrix by Individual Fee**

Fee Services for Planning	Cost of Service	Current Fee	Cost Recovery (%)
*Pre Application or Pre Submission (Per Meeting)	\$390	New Fee	0%
Accessory Dwelling Unit	\$1,018	\$1,000	98%
Building Site Plan	\$1,469	\$720	49%
Boundary Line Adjustment	\$547	\$225	41%
Comp. Plan Amendment (Text)	\$2,728	\$2,000	99%
Comp. Plan Amendment (Map)	\$2,728	\$2,000	99%
Large Lot	\$1,426	\$720	51%
Long Plat	\$3,647	\$3,335	91%
Parcel Combination	\$402	\$50	12%
Cluster Plat - 5 or more lots	\$3,647	\$3,335	91%
Cluster Plat - 4 or less lots	\$1,731	\$3,335	193%
Plat Extension	\$402	\$255	63%
Short Plat	\$1,731	\$720	42%
*Preliminary Plat	\$3,368	New Fee	0%
*Final Plat	\$709	New Fee	0%

### Task 5: Review and Identify Changes to Existing Fee Structures

As previously noted, when we interview the key stakeholders and meet with each department's staff group, we will identify any potential changes to specific fee structures that might simplify the fee structure or make it more related to the cost of service. For each change we will work with the staff to identify the reasons for any change and potential impacts of the change.

## Task 6: Review Results with City Staff

Once the cost of service, cost recovery, enterprise fund, and fee survey analyses are completed, we will review them with the participating departments and other City staff. We will discuss the results, answer any questions about the methodology, and discuss the appropriate cost recovery level that the City should strive for if such a policy has not already been determined.

We will review the existing cost recovery policies previously established. If for some reason no policies are in place for a particular program, we will work collaboratively with the City staff as needed to develop recommendations for the Mayor and City Council.

We anticipate up to three separate meetings to review study results with City staff:

- Presentation to City project team
- Presentation to City leadership team
- Presentation to departmental stakeholders.

## Task 7: Draft / Final Reports

After working with the City staff on the cost of service analysis and cost recovery levels, we will prepare a draft report that discusses the methodologies used, the cost of service and cost recovery analyses and results, the fee survey, the impacts of a separate fund, and any recommendations.

Once we have prepared our draft study report, we will submit it to City staff for review, and after obtaining staff comments; we will review the comments with the City staff, make appropriate adjustments, and produce a final report that can be submitted to City management, the Mayor, and the City Council. Per the City's RFP, we will provide five bound copies of the final report, one unbound camera-ready copy, and one electronic copy to the City.

## Task 8: Make Presentations

We will make presentations to the City's Leadership Team and City Council. Because of our methodology and our policy experience, our presentations are designed to facilitate an understanding of the study results and the policy implications for the City. As part of our preparation for the presentation, we will work with the appropriate City management to ensure the presentation addresses any City Council issues and concerns about cost of recovery and development fees.

As specified in the City's RFP, our presentations will include:

- Presentation of draft study results during one (1) Council study session;
- Presentation of final study results during a second Council study session;

## Task 9: Project Administration

This task also includes the various administrative efforts that will take place during the study such as the administrative support and the development of monthly progress reports and billings.

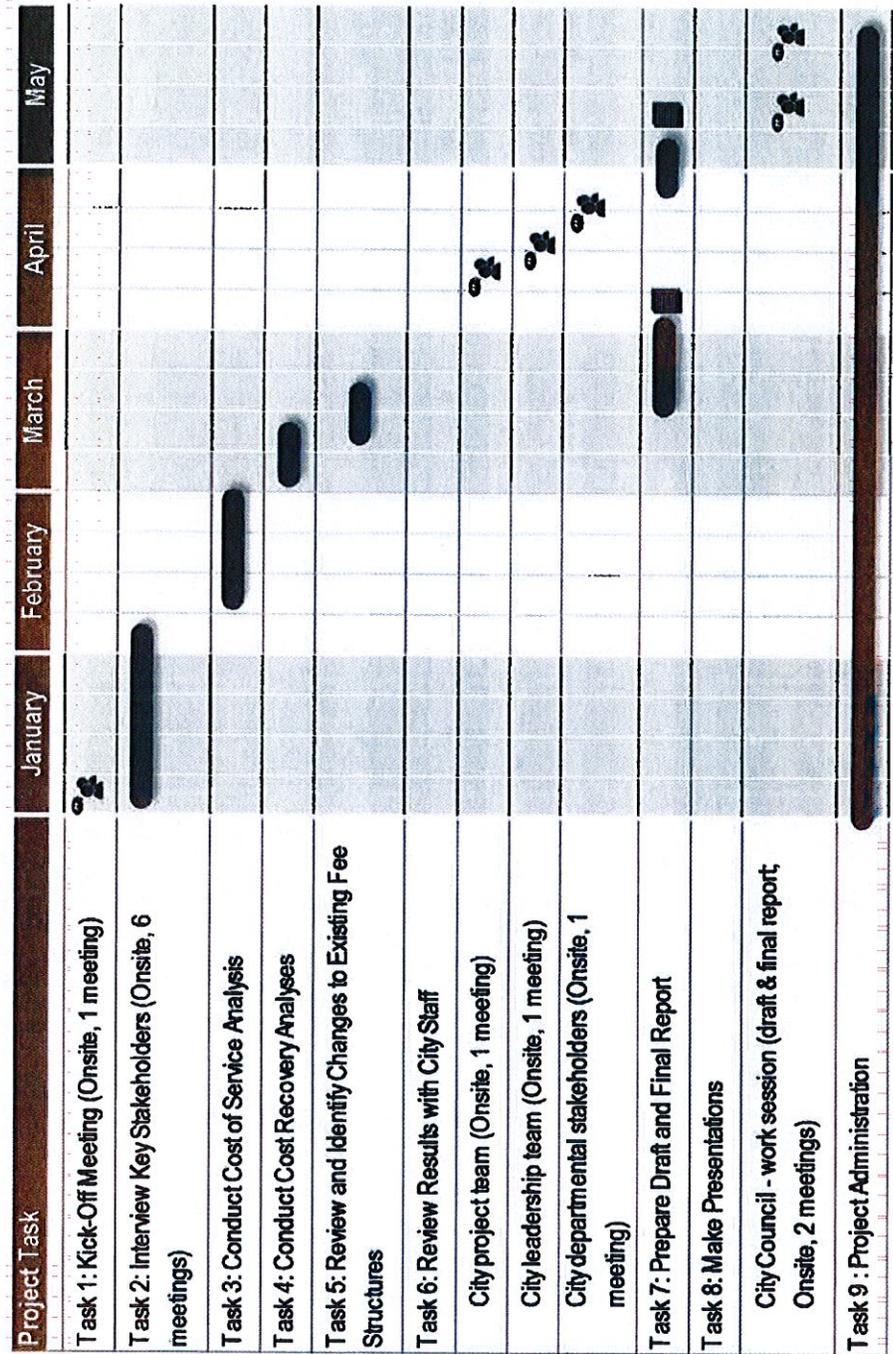
Other project administration costs are also associated with the following:

- Conducting project review meetings as necessary to assess work in progress, obtain feedback on critical issues, highlight potential challenges and determine next steps,
- Providing monthly progress reports to allow for regular tracking of project deliverables to budget allowing for budget issues to be identified and resolved early,
- Providing summaries or e-mails outlining follow up items, assigned tasks, and next schedule milestones,
- Preparing a monthly invoice with a progress report on the activities performed during the billing period,
- Being available by phone, e-mail, and if necessary, in person to discuss any issues that surface during the project,
- Scheduling and participating, if necessary, in progress meetings such as bi-weekly project status calls.

The following table outlines the budget, as amended and, as agreed to.

Tasks	Effective Hourly Billing Rates:	Consultant Hours							Total Labor Hours	Expenses (for mileage and ferry tolls)	Budget
		Principal In Charge Chilarducci \$260	Project Manager Chaw \$165	Project Consultant Quinn \$160	Technical Advisor Hobson \$175	Technical Advisor Moy \$220	Admin. Support \$85				
Task 1: Kick-Off Meeting (Onsite, 1 meeting @5 hours incl travel)		5	5	0	0	0	0	10	\$50	\$2,275	
Task 2: Interview Key Stakeholders (Onsite, 3 meetings @ 8 hours/ea incl travel)		0	24	0	24	0	0	48	\$150	\$6,790	
Task 3: Conduct Cost of Service Analysis		1	8	20	6	4	0	39	\$0	\$6,870	
Task 4: Conduct Cost Recovery Analyses		1	8	8	6	1	0	24	\$0	\$4,290	
Task 5: Review and Identify Changes to Existing Fee Structures		1	5	7	2	0	0	15	\$0	\$2,655	
Task 6: Review Results with City Staff											
City project team (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
City leadership team (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
City Department stakeholders (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
Task Subtotal		0	15	0	15	0	0	30	\$150	\$5,550	
Task 7: Prepare Draft and Final Report		2	10	30	4	2	0	48	\$0	\$8,310	
Task 8: Make Presentations											
City Council - work session (draft report, Onsite, 1 meeting @5 hours incl travel)		5	5	4	1	0	0	15	\$50	\$3,090	
City Council - 2nd work session (final report, Onsite, 1 meeting @5 hours incl travel)		5	5	4	1	0	0	15	\$50	\$3,090	
Task Subtotal		10	10	8	2	0	0	30	\$100	\$6,180	
Task 9: Project Administration		2	6	4	4	0	7	23	\$0	\$3,565	
<b>Project Budget</b>		<b>22</b>	<b>91</b>	<b>77</b>	<b>63</b>	<b>7</b>	<b>7</b>	<b>257</b>	<b>\$450</b>	<b>\$43,485</b>	

The following chart illustrates the schedule, as amended and, as agreed to.



## **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 FCS GROUP, a Washington State corporation (“Consultant”).

**WHEREAS**, the City needs professional services in connection with a Planning and Development 100% Cost Recovery Fee Study ; and

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

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

### **1. SERVICES BY CONSULTANT**

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

### **2. TERM AND TERMINATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2020, unless sooner terminated by either party as provided below.

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

### **3. PAYMENT**

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of forty eight thousand four hundred and eighty-five dollars (\$48,485);

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 negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

#### **10. INSURANCE**

The Consultant shall maintain the insurance described in **Attachment A**:

#### **11. SUBLETTING OR ASSIGNING CONTRACT**

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

#### **12. EXTENT OF AGREEMENT/MODIFICATION**

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

#### **13. SEVERABILITY**

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

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

#### **14. FAIR MEANING**

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

**15. NONWAIVER**

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

**16. NOTICES**

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

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

To the Consultant:       FCS GROUP  
                                      Redmond Town Center  
                                      7525 166<sup>th</sup> Ave NE, Ste D-215  
                                      Redmond, WA 98052  
                                      Attention: Martin Chaw, Project Manager

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.

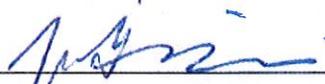
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

FCS GROUP

CITY OF BAINBRIDGE ISLAND

Date: 12/11/2019

Date: 12/20/19

By: 

By: 

Name JOHN GILLARDUCCA

Morgan Smith, City Manager

Title PRESIDENT

Tax I.D. # 911417946

City Bus. Lic. # 45707

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

**A. Insurance Term**

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

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

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

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

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

**E. Other Insurance Provision**

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

**F. Acceptability of Insurers**

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

**G. Verification of Coverage**

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

**H. Notice of Cancellation**

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

**I. Failure to Maintain Insurance**

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

**J. City Full Availability of Consultant Limits**

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

## **ATTACHMENT A SCOPE OF SERVICES**

### **Task 1: Conduct Kick-off Meeting**

We will conduct a kick-off meeting with the City's project manager and key stakeholders that might be involved with the study. We will discuss roles and responsibilities, project goals and requirements, key issues, City policies and practices, project execution, schedule and key milestones, readily available data, and subsequent data collection processes and tasks. We will submit a data request that might include the 2019 adopted line item budget by organizational unit/program for all the participating departments, 2018 actual and 2019 adopted revenues and expenditures by line item and organizational unit, 2018 and 2019 fee schedules, actual 2018 fee revenues by type of fee, each staff member's 2018 and 2019 salary and benefits including any other City staff involved in the development services fee processes that do not have a separate fee for their review, and departmental organizational charts.

Before starting the analyses, the City should determine whether the analysis should be based on 2018 actual revenues and expenditures or on the 2019 adopted revenues and expenditures.

### **Task 2: Interview Key Stakeholders**

We will interview key stakeholders from the participating programs and departments that provide fee and non-fee related services. During the interviews we will ask questions about the following:

- What are the development fee and non-fee services provided by each division or program?
- What are the key steps or activities in the review and approval process?
- Are there current or new services that should have a fee such as dewatering, engineering deviations, shoring adjacent to the right of way, or low impact development?
- Are there any permits or services where a different fee structure might be more appropriate to simplify the fees?
- What are the City's or the department's cost recovery goals?
- Will the market be able to accommodate higher fees?

After completing the interviews and reviewing the City's development fee schedules, we will prepare a fee list that shows each department's fees to be included in the cost of service analysis including any new or revised development fees. We will then submit the list to the City for a final review and approval before beginning the cost of service and cost recovery analyses.

We anticipate up to three (3) on-site meetings with key divisional staff and departmental stakeholders during this task.

### Task 3: Conduct Cost of Service Analysis

After identifying and confirming the services, fees, and charges to be included in the study, we will establish the total cost of service, including indirect support costs, for each program and individual fee service. As specified in the City's RFP, our analysis will identify the fully burdened, 100% cost recovery of these fee services. Overall and specific time estimates for each program and activity are critical in determining the cost of service. If the City already keeps track of the time spent on the various types of services/permits provided by a department or program, we will review the current data with the appropriate City staff and confirm how well such data represents the time and effort needed to provide specific services. The time data should also identify how each staff member spends all of their time at work. If time records are not available or reliable, a time estimation form will be used to collect each staff member's time data and profile.

Our methodology analyzes the cost of service at the overall program level and at the individual fee level. The time estimation form allows us to collect data on how each employee spends the available time working in indirect and direct service categories. These categories can include indirect activities such as administration and training or can include broad direct service program areas such as building permits, current planning, or code enforcement. In addition, this detailed review also allows us to determine an employee's fully loaded hourly rate.

Based on the time data and/or estimates, we can calculate the time and costs of the overall fee and non-fee services that directly serve the public as well as those services that do not generate revenue, such as comprehensive long-range planning or code enforcement. This analysis includes an allocation of non-labor costs associated with fee and non-fee services. As part of the methodology, we identify and summarize support and indirect costs – salary and non-salary – to produce separate support cost layers associated with the staff providing direct services. Administrative costs can be quantified as indirect support costs unless the support can be specifically identified as part of a service provided. Other indirect support costs include time and costs for employee training, public information, customer service, general departmental administration, and departmental management tasks.

We also determine the management and overhead costs associated with Citywide services from a city's full cost allocation plan and allocate these to the fee and non-fee activities and services in an appropriate manner. Department administration and if applicable, division administration is also identified and allocated. Other associated costs can include the credit card fees. We combine the results to calculate the full cost of fee and non-fee services.

The full cost layers will include some or all of the following types of costs:

- Citywide overhead (e.g. from the City's full cost allocation plan)
- Departmental/divisional overhead
- Direct services
- Indirect support activities that are allocated between fee-generating and non-fee-generating activities for training, public information, etc.
- Associated non-labor costs including credit card fees

We also use the indirect and overhead cost layers to calculate additional hourly costs that are added to each employee's salary and benefit rate.

Based on the time forms and allocated costs, we are able to develop the different cost layers for a particular permit category as shown in **Exhibit 1**.

**Exhibit 1. Cost Layer**

Building's Components of the Cost of Service		Full Cost of Service		
		Labor	Non-Labor	Total
Direct Fee Services	Total Direct Services	\$ 2,181,226	\$ 351,650	\$ 2,532,876
	Contract Services	\$ 575,468	\$ -	\$ 575,468
Indirect Activities	Training & Certification	31,348	4,463	35,811
	Other	5,278	784	6,062
	General Admin (Breaks)	113,280	17,522	130,801
Overhead Services	Department Administration OH - Fee Related	1,134,541	368,650	1,503,191
	Division OH - Fee Related	225,486	-	225,486
	Citywide OH - Fee Related	-	400,308	400,308
<b>Subtotal-Direct Fee Services</b>		<b>\$ 4,266,627</b>	<b>\$ 1,143,376</b>	<b>\$ 5,410,003</b>
Other Non-Fee Direct Services	PDS Code Compliance Support - Building	\$ -	-	\$ -
	PDS Interdepartmental Project Support - Building	10,228	1,531	11,759
	PDS Community Service Inspections - Building	1,229	204	1,433
	PDS Emergency Response Services - Building	-	-	-
	Other Building Services (non-permit related)	128,180	17,369	145,549
	Long Range Planning (B)	6,805	1,038	7,843
	Code Enforcement - Building	166,118	27,464	193,582
	PDS Code Development - Building	917	146	1,063
	PDS Public Disclosure Requests - Building	8,329	1,230	9,559
	PDS General Inquiries - Building	54,993	8,923	63,916
	Training & Certification	5,162	735	5,897
	General Admin (Breaks)	18,653	2,885	21,539
	Department Administration OH - Non-Fee Related	186,821	60,704	247,526
	Division OH - Non-Fee Related	37,130	-	37,130
Citywide OH - Non-Fee Related	-	65,918	65,918	
<b>Subtotal - Other Direct Services</b>		<b>\$ 624,566</b>	<b>\$ 188,147</b>	<b>\$ 812,713</b>
<b>Building Total</b>		<b>\$ 4,891,193</b>	<b>\$ 1,331,523</b>	<b>\$ 6,222,716</b>

To calculate the cost of service for individual fees and services, we use staff focus groups. If the staff do not track their time by individual fee service, we will work with them using group meetings to help them estimate the amount of time spent providing each individual service. For each program (e.g. building, planning, fire, public works) we expect that we will need to meet with each program staff group at least two to three times for at least two hours per meeting depending on what their staff roles are, the number of individual permits developed as part of Task 2, and the number of staff involved.

In addition, if there are large variations in the amount of time spent on a particular permit, we will identify these fee categories, and if changes are needed, we will work with the staff to identify what the best fee structure is for determining the charges. On the following page, **Exhibit 2** shows the type of time information that might be gathered during these meetings with the program staff. Any time spent associated with the Technical Review Committee would also be included as part of the processing time for each permit.

**Exhibit 2.**  
**Example of Staff Processing Times for Individual Fees**

	Building	Building	Planning	Planning	
	Senior Permit Technician	Plans Examiner	Planning Official	Planner II	
<b>Total Loaded Hourly Rate</b>	<b>\$80.78</b>	<b>\$86.75</b>	<b>\$89.12</b>	<b>\$72.42</b>	<b>Total Hours</b>
*Pre Application or Pre Submission (Per Meeting)	1.00	2.00	0.00	2.00	5.00
Accessory Dwelling Unit	0.50	0.00	0.00	13.50	14.00
Building Site Plan	0.50	0.00	1.00	18.50	20.00
Boundary Line Adjustment	0.50	0.00	0.00	7.00	7.50
Comp. Plan Amendment (Text)	0.50	0.00	7.00	28.50	36.00
Comp. Plan Amendment (Map)	0.50	0.00	7.00	28.50	36.00
Large Lot	0.50	0.00	0.50	18.50	19.50
Long Plat	0.50	0.00	3.50	45.50	49.50
Parcel Combination	0.50	0.00	0.00	5.00	5.50
Cluster Plat - 5 or more lots	0.50	0.00	3.50	45.50	49.50
Cluster Plat - 4 or less lots	0.50	0.00	1.50	21.50	23.50
Plat Extension	0.50	0.00	0.00	5.00	5.50
Short Plat	0.50	0.00	1.50	21.50	23.50
*Preliminary Plat	0.50	0.00	3.50	41.50	45.50
*Final Plat	0.50	0.00	1.00	8.00	9.50

Once the cost of services is calculated, we will develop a summary list that shows the cost of service for various types of permits and services. The list can be used to make comparisons with the fee or revenue generated by the activity or service as needed in the following cost recovery task.

For valuation-based fees, the cost of service analysis will depend on the time data available and the level of detail desired. If time records are available to make distinctions among the various types of valuation schedules used, we can use that data to determine the cost of service.

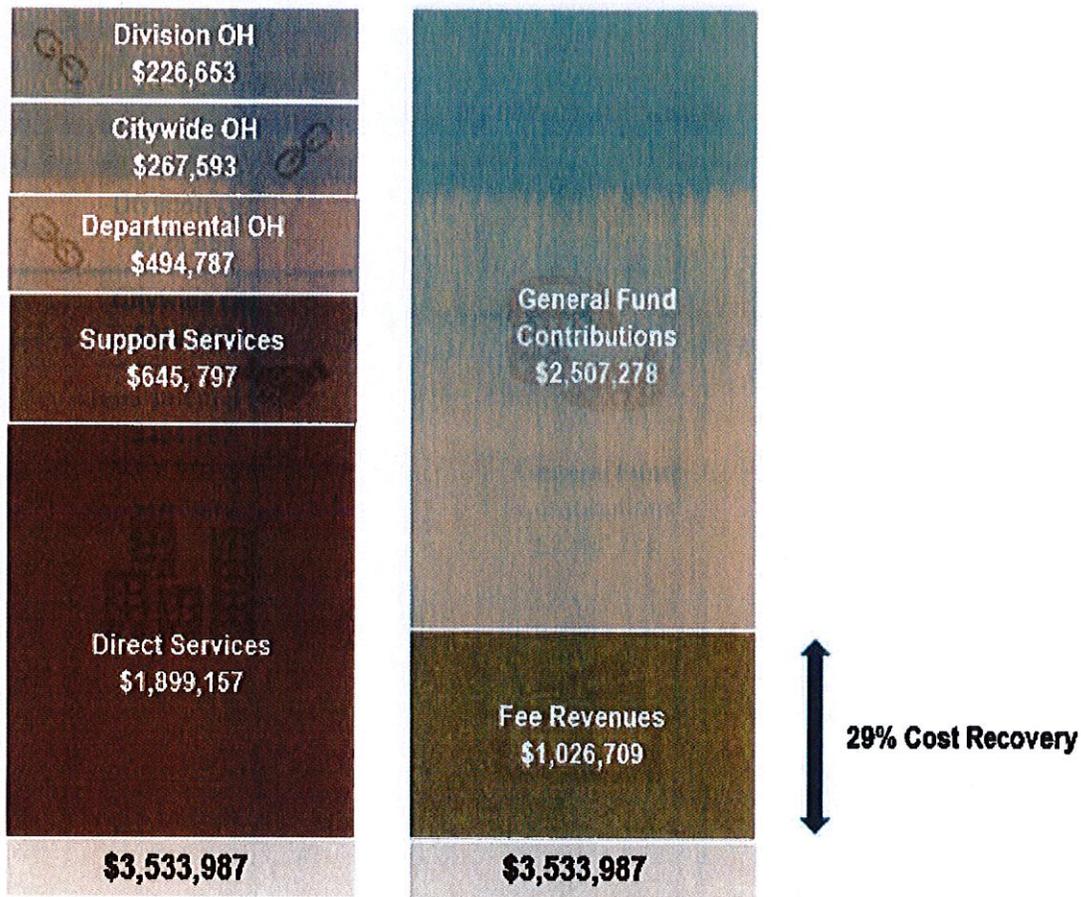
If such data is not available, time estimates for such categories can be included on the time estimation form and can also be discussed as part of the group meetings to review the hours and costs associated with each valuation fee level when there is a limited number of fee levels.

## Task 4: Conduct Cost Recovery Analyses

Once the cost of service analyses is completed, we will conduct a cost recovery analysis for the participating departments and programs. Our cost recovery analysis involves two different analyses. The first analysis shows the overall cost recovery for a program/functions (i.e., Building, Planning, Fire, and Public Works), and the second analysis shows the cost recovery for each individual fixed fee.

To illustrate the components of costs and revenues in a variety of ways, we first provide the overall, high level summary of costs and revenues, usually by permit type or program unit (e.g. Building, Planning, Fire, and Public Works). **Exhibit 3** illustrates a commonly used graph that we provide to illustrate in a summary fashion the major categories of costs which are then compared with the revenues to recover those costs.

**Exhibit 3. Example of Cost Recovery Chart**



This type of graph helps policy makers and elected officials understand what costs are involved in providing services and how those costs compare to the revenues generated by these types of services. We have found that cost recovery discussions then focus on what costs should be recovered, and our cost recovery analysis can then be adjusted based on the appropriate cost recovery policies. Based on the types of costs or the level of cost recovery that the City wants, we can then calculate a cost recovery level and establish the corresponding fee for an activity or service at that level. If we have the detail on the number of permits, we can also forecast the potential revenue change based on the desired cost recovery level.

We will also develop a matrix that shows the cost of service for the various types of permits and services and the fee/revenues generated by the permit or service. Depending on the level of information available, we will show the data at the appropriate detailed level, wherever possible, but for some services we might only make the comparison at a very high level, such as by program or organizational unit. In the previous task we will have calculated hourly rates for the staff and gathered information about the time necessary to process individual permits. With that data we can calculate the cost of an individual permit. Exhibit 4 offers an example of the matrix that shows an individual fee's cost of service and cost recovery level.

**Exhibit 4. Example of Cost Recovery Matrix by Individual Fee**

Fee Services for Planning	Cost of Service	Current Fee	Cost Recovery (%)
*Pre Application or Pre Submission (Per Meeting)	\$390	New Fee	0%
Accessory Dwelling Unit	\$1,018	\$1,000	98%
Building Site Plan	\$1,469	\$720	49%
Boundary Line Adjustment	\$547	\$225	41%
Comp. Plan Amendment (Text)	\$2,728	\$2,000	99%
Comp. Plan Amendment (Map)	\$2,728	\$2,000	99%
Large Lot	\$1,426	\$720	51%
Long Plat	\$3,647	\$3,335	91%
Parcel Combination	\$402	\$50	12%
Cluster Plat - 5 or more lots	\$3,647	\$3,335	91%
Cluster Plat - 4 or less lots	\$1,731	\$3,335	193%
Plat Extension	\$402	\$255	63%
Short Plat	\$1,731	\$720	42%
*Preliminary Plat	\$3,368	New Fee	0%
*Final Plat	\$709	New Fee	0%

### Task 5: Review and Identify Changes to Existing Fee Structures

As previously noted, when we interview the key stakeholders and meet with each department's staff group, we will identify any potential changes to specific fee structures that might simplify the fee structure or make it more related to the cost of service. For each change we will work with the staff to identify the reasons for any change and potential impacts of the change.

## Task 6: Review Results with City Staff

Once the cost of service, cost recovery, enterprise fund, and fee survey analyses are completed, we will review them with the participating departments and other City staff. We will discuss the results, answer any questions about the methodology, and discuss the appropriate cost recovery level that the City should strive for if such a policy has not already been determined.

We will review the existing cost recovery policies previously established. If for some reason no policies are in place for a particular program, we will work collaboratively with the City staff as needed to develop recommendations for the Mayor and City Council.

We anticipate up to three separate meetings to review study results with City staff:

- Presentation to City project team
- Presentation to City leadership team
- Presentation to departmental stakeholders.

## Task 7: Draft / Final Reports

After working with the City staff on the cost of service analysis and cost recovery levels, we will prepare a draft report that discusses the methodologies used, the cost of service and cost recovery analyses and results, the fee survey, the impacts of a separate fund, and any recommendations.

Once we have prepared our draft study report, we will submit it to City staff for review, and after obtaining staff comments; we will review the comments with the City staff, make appropriate adjustments, and produce a final report that can be submitted to City management, the Mayor, and the City Council. Per the City's RFP, we will provide five bound copies of the final report, one unbound camera-ready copy, and one electronic copy to the City.

## Task 8: Make Presentations

We will make presentations to the City's Leadership Team and City Council. Because of our methodology and our policy experience, our presentations are designed to facilitate an understanding of the study results and the policy implications for the City. As part of our preparation for the presentation, we will work with the appropriate City management to ensure the presentation addresses any City Council issues and concerns about cost of recovery and development fees.

As specified in the City's RFP, our presentations will include:

- Presentation of draft study results during one (1) Council study session;
- Presentation of final study results during a second Council study session;

## Task 9: Project Administration

This task also includes the various administrative efforts that will take place during the study such as the administrative support and the development of monthly progress reports and billings.

Other project administration costs are also associated with the following:

- Conducting project review meetings as necessary to assess work in progress, obtain feedback on critical issues, highlight potential challenges and determine next steps,
- Providing monthly progress reports to allow for regular tracking of project deliverables to budget allowing for budget issues to be identified and resolved early,
- Providing summaries or e-mails outlining follow up items, assigned tasks, and next schedule milestones,
- Preparing a monthly invoice with a progress report on the activities performed during the billing period,
- Being available by phone, e-mail, and if necessary, in person to discuss any issues that surface during the project,
- Scheduling and participating, if necessary, in progress meetings such as bi-weekly project status calls.

The following table outlines the budget, as amended and, as agreed to.

Tasks	Effective Hourly Billing Rates:	Consultant Hours							Total Labor Hours	Expenses (for mileage and ferry tolls)	Budget
		Principal In Charge Chilarducci \$260	Project Manager Chaw \$165	Project Consultant Quinn \$160	Technical Advisor Hobson \$175	Technical Advisor Moy \$220	Admin. Support \$85				
Task 1: Kick-Off Meeting (Onsite, 1 meeting @5 hours incl travel)		5	5	0	0	0	0	10	\$50	\$2,275	
Task 2: Interview Key Stakeholders (Onsite, 3 meetings @ 8 hours/ea incl travel)		0	24	0	24	0	0	48	\$150	\$6,790	
Task 3: Conduct Cost of Service Analysis		1	8	20	6	4	0	39	\$0	\$6,870	
Task 4: Conduct Cost Recovery Analyses		1	8	8	6	1	0	24	\$0	\$4,290	
Task 5: Review and Identify Changes to Existing Fee Structures		1	5	7	2	0	0	15	\$0	\$2,655	
Task 6: Review Results with City Staff											
City project team (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
City leadership team (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
City Department stakeholders (Onsite, 1 meeting @5 hours incl travel)		0	5	0	5	0	0	10	\$50	\$1,850	
Task Subtotal		0	15	0	15	0	0	30	\$150	\$5,550	
Task 7: Prepare Draft and Final Report		2	10	30	4	2	0	48	\$0	\$8,310	
Task 8: Make Presentations											
City Council - work session (draft report, Onsite, 1 meeting @5 hours incl travel)		5	5	4	1	0	0	15	\$50	\$3,090	
City Council - 2nd work session (final report, Onsite, 1 meeting @5 hours incl travel)		5	5	4	1	0	0	15	\$50	\$3,090	
Task Subtotal		10	10	8	2	0	0	30	\$100	\$6,180	
Task 9: Project Administration		2	6	4	4	0	7	23	\$0	\$3,565	
<b>Project Budget</b>		<b>22</b>	<b>91</b>	<b>77</b>	<b>63</b>	<b>7</b>	<b>7</b>	<b>257</b>	<b>\$450</b>	<b>\$43,485</b>	



To: Heather Wright, Planning Department Director                      Date: August 2, 2021  
From: Martin Chaw, Project Manager  
CC: John Ghilarducci, Principal  
RE City of Bainbridge Island Cost Recovery Fee Study – Budget Amendment #2

The purpose of this memorandum is to request an adjustment for FCS GROUP to complete the subject study, as follows:

## Cost of service analysis, Additional meetings with City staff; Revisions to report

1. Description: Adjust base financial model for new information for Public Works fee cost of service cost recover; adjust base financial model for new information for support costs, and update written report and draft Council presentation accordingly.
2. Status: Updated cost of service fee analysis and cost recovery analysis; Updated written report to reflect cost of service and cost recovery changes; Meet with City project team to review changes; and Updated draft Council presentation.
3. Additional Tasks Outside of Original Work as Scoped: Development of cost of service based fees rely on core labor fee time information provided by City staff. During our review of Public Works fees, we received revised information from the City's Engineer, which required revisions to calculated Public Works fees. Additionally, during our review of fee processing times, we encountered variances between the reported time to process individual permits and annual direct service time estimates. Reconciliation of the differences between these two data sets were needed to ensure confidence in the data and subsequent analysis. Facilitate additional review meetings with City Finance staff for the above. Revise draft report and draft presentation as a result of the above changes.

These additional tasks affected Task 3 (Cost of service analysis), Task 4 (Cost recovery analysis), Task 6 (Review results with City staff), and Tasks 7 and 8 (Prepare draft report, and Prepare presentations) and are detailed in Exhibit 1 on the next page.

4. Requested Budget Amendment: \$15,205

## Task 6: Review results with City staff

1. Description: Facilitate additional review meetings with City staff through the end of 2021
2. Status: Based on discussions with the Planning Director, additional 30-min bi-weekly review meetings are scheduled through the end of 2021.
3. Additional Task Outside of Original Work as Scoped: Additional budget requested, assumes bi-weekly (two meetings per mo), 0.5 hour review meetings for each team member, for the five month period August through December 2021.
4. Requested Budget Amendment: \$2,675

## Task 8: Make presentations

1. Description: Original scope of work included two (2) on-site Council work sessions.
2. Status: Based on discussions with the Planning Director, an additional two (2) Council work sessions is anticipated (for a total of four sessions), inclusive of meeting preparation and pre-meet reviews with City staff
3. Additional Task Outside of Original Work as Scoped: Additional budget requested to attend two additional Council work sessions (assume on-site meetings).
4. Requested Budget Amendment: \$6,240

Our estimated budget request to address the above is \$24,120 and is detailed as follows:

Exhibit 1: Proposed Project Budget – Budget Amendment #2

	Principal In Charge	Project Manager	Project Consultant	Budget
Hourly Rate	\$270	\$185	\$165	
Current project budget (includes Budget Amendment #1)				\$62,485
Budget Amendment #2				
Cost of service analysis, Additional meetings with City staff; Revisions to report is				
Task 3 Cost of Service: Update Public Works fees as a result of updated information; Update all other fees due to reallocation of costs		4	16	3,380
Task 4 Cost recovery: Revise revenue forecasts due to revised fees	1	6	12	3,360
Task 6 Review meetings: Additional review meetings with City Finance staff		6	12	3,090
Task 7 Draft report: Update written report to reflect changes	2	15	4	3,975
Task 8 Prepare presentations: Update Council presentation to reflect changes		4	4	1,400
Subtotal	3	35	48	\$15,205
Task 6: Bi-Weekly Review Meetings with City Staff				
Add: Aug – Dec meetings (ten 30-min mtgs over 5 mos)		10	5	2,675
Subtotal		10	5	\$2,675
Task 8: Presentations				
Add: Council work session #3 (on site)	5	6	4	3,120
Add: Council work session #4 (on site)	5	6	4	3,120
Subtotal	10	12	8	\$6,240
Total Labor Hours and Budget	13	57	61	\$24,120
Revised Project Budget				\$86,605





CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Authorize Application for City Sponsored Civic Improvement Fund Projects - Lodging Tax Advisory Committee (LTAC) Funding Proposals (\$56,000; \$28,000; \$70,000) - Public Works,

**SUMMARY:** Three grant applications have been prepared for various City-sponsored projects for 2022 LTAC funding. The City Council is asked to endorse the applications. Funding is subject to approval via the LTAC application process.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Authorize the City Manager to apply for LTAC funding for the following projects: 1) EV/Bike Charging Stations; 2) Sound to Olympics (STO) Trail Wayfinding; 3) STO Sakai Pond Connector Trailhead Plaza.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	\$56,000; \$28,000; \$70,000
<b>Ongoing Cost:</b>	TBD
<b>One-Time Cost:</b>	\$56,000 for electric vehicles and bicycle charging station; \$28,000 for Sound to Olympics (STO) Wayfinding Signs; \$70,000 for Sound to Olympics (STO) Trailhead Plaza.
<b>Included in Current Budget?</b>	No

**BACKGROUND:** Three proposed projects are submitted for funding consideration via the 2022 LTAC funds. Those three proposals are outlined in the attached presentation as follows:

- \$56,000; Dual port level 2 EV charging station and 8-10 e-bike charging area on the City Hall campus. This proposal would also include related upgrades to the Farmer's Market/Town Square electrical system to provide more reliable service as well as 220V service.

- \$28,000; Sound to Olympics (STO) Trail wayfinding signage near the trailhead at SR305 and Winslow Way and at SR305 and High School Road.

- \$70,000; STO Sakai Pond Trail Connector Trailhead Plaza at the NW corner of SR305 and High School Road with opportunities for benches and public art.

Any proposals recommended by the City Council would be submitted by the Public Works Department for LTAC consideration in the fall as part of the 2022 funding round.

**ATTACHMENTS:**

[2022 City Sponsored LTAC Proposals FINAL.pptx](#)

**FISCAL DETAILS:** These proposals would be only be funded if the City's application for LTAC funding was approved for 2022.

**Fund Name(s):** Other

**Coding:**

# Consideration of City– Sponsored Lodging Tax Advisory Committee Proposals– 2022

Christopher Wierzbicki, PE  
Public Works Director  
August 24, 2021



# Consideration of City-Sponsored LTAC Proposals - 2022

- EV/E-bike Charging Stations & Farmer's Market Electrical Upgrades (\$56K)
- Sound to Olympics (STO) Trail Wayfinding (\$28K)
- STO Sakai Pond Trailhead Plaza (\$70K)

# EV Charger Types

- CCAC recommends a DC Fast Charger (DCFC) to attract tourism
- DCFCs cost 5x-8x more than a Level 2 (L2) charger
- L2 is the most prevalent type of charger in the United States

## LEVEL 1 STANDARD OUTLET

- Plug into a standard 120V wall outlet
- Connector provided with every EV
- Great for overnight or workplace charging
- Ideal for typical commutes (up to 40 miles)



**40 miles**  
overnight

## LEVEL 2 240-VOLT OUTLET

- Faster charging for longer drives
- Provides a full charge for most EVs in:



**100% Electric**

**4-8 hours**  
empty to full  
charge



**Electric & Gas**

**1-2 hours**  
empty to full  
charge



**25 miles**  
per hour of  
charging

## DC FAST CHARGE

- Much faster charging at public locations
- 3 different connectors depending on vehicle:



**CCS Combo**  
Up to  
**160 miles**  
in 20 minutes



**CHAdeMO**  
Up to  
**67 miles**  
in 30 minutes



**Tesla Supercharger**  
Up to  
**200 miles**  
in 20 minutes



**0 to 80%**  
30-40  
minutes



**Dual**

## Proposed EV Charger Type

- Clipper Creek L2; 80 amp service (or similar)
- Propose free charging



## Proposed EV Charger Location

- Western parking lot location TBD
- Extend parking limitations for charging
- 220V service allows Farmer's Market electrical upgrade

## Proposed E-Bike Charging Station

- Formal stations not yet available in the US
- Develop a basic 120V outlet charging area
- New racks
- Serve up to 10 e-bikes

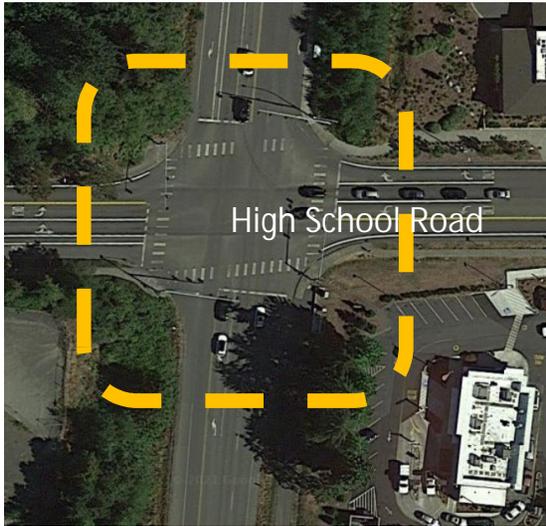


# Charging/Electrical Proposal

Item	Cost
1. Electrical service (boring)	\$27K
2. Materials	\$12K
3. Installation Labor	\$8K
4. Contingency (20%)	\$9K
Total	\$56K

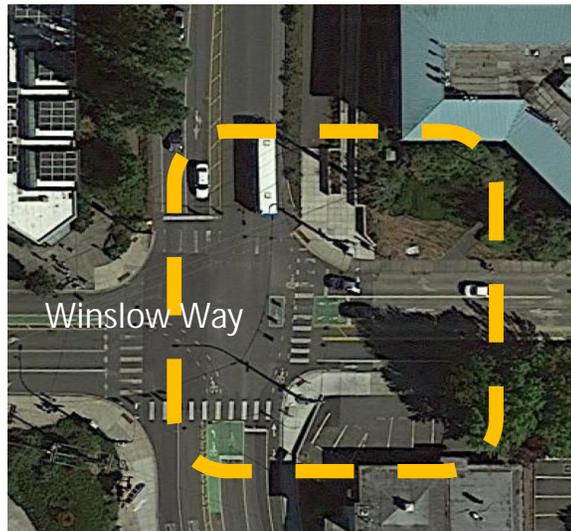
# STO Trail Wayfinding Signage Proposal (Examples)





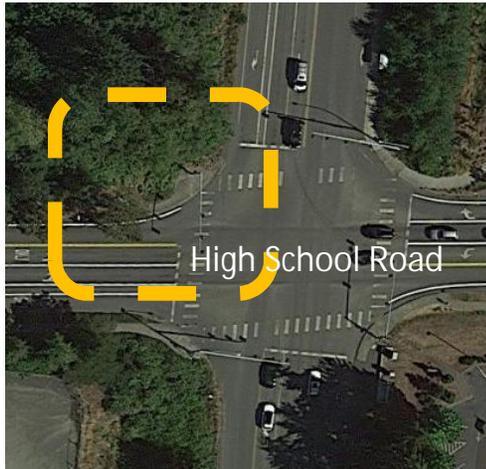
## Proposed STO Trail Wayfinding Locations

- High School Road and SR305
- Winslow Way and SR305



# STO Trail Wayfinding Proposal

Item	Cost
1. Design	\$8K
2. Fabrication	\$10K
3. Installation	\$5K
4. Contingency (20%)	\$8K
Total	\$28K



## STO – Sakai Pond Trailhead Plaza

- NW corner of High School Road and SR305
- Trailhead Plaza to include:
  - Wayfinding (if funded)
  - Benches
  - Opportunities for public art
- Partnership with Parks Foundation

# Charging/Electrical Proposal

Item	Cost
1. Design	\$10K
2. Construction	\$48K
3. Contingency (20%)	\$12K
Total	\$70K



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Approve Council High Priority List from July 17 Retreat,

**SUMMARY:** The City Council had a retreat on July 17, 2021. Retreats allow a City Council to step back from the normal routine and consider broader issues. This retreat was facilitated to assist with managing group discussions and capturing key points. At the July retreat, the Council had initial discussions about setting Council priorities, updating the approach to Council participation in City Advisory Groups, revising the meeting agenda-setting process, and adjusting Council workplan projects.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve the Council High Priority List.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** The City Council met on July 17 at a facilitated retreat. The highest Council priorities were considered to be:

- \* Climate Action Implementation
- \* Winslow Master Plan
- \* Housing Action Plan, Housing Needs Assessment, Housing Inventory
- \* Groundwater Management Plan
- \* Wastewater Treatment Plant and Beneficial Water Reuse
- \* Transfer of Development Rights Program
- \* Small Lots Development Regulations

At the August 10, 2021 business meeting, the Council forwarded the high priority list to the August 24, 2021 Consent Agenda for approval.

Work will continue on approximately 130 additional projects. The projects listed above are the highest priority of projects. The absence of a project from the seven projects listed does not mean that work will discontinue on the many other high priority projects and initiatives.

**ATTACHMENTS:**

[Council Priority Projects 2021-2022](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## City Council Highest Priority Projects

For 2021-2022

Climate Action Implementation

Winslow Master Plan

Housing Action Plan, Housing Needs Assessment, Housing Inventory

Groundwater Management Plan

Wastewater Treatment Plant Upgrade/Beneficial Water Reuse

Transfer of Development Rights Program

Small Lots Development Regulations

Established by the City Council July 17, 2021

Confirmed by the City Council \_\_\_\_\_, 2021



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Approve Ordinance No. 2021-20, Complete Streets Ordinance - Public Works,

**SUMMARY:** City staff is proposing a Complete Streets Ordinance to codify the City's commitment to building complete streets, and to allow the City to be eligible compete for the Transportation Improvement Board's complete street grant program.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Approve Ordinance No. 2021-20.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	N/A
<b>Ongoing Cost:</b>	N/A
<b>One-Time Cost:</b>	N/A
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** As part of the 2021-22 biennial budget deliberations, City staff and the City Council discussed the development of a Complete Streets Ordinance. According to Smart Growth America:

"...Complete Streets are designed and operated to prioritize safety, comfort, and access to destinations for all people who use the street, especially people who have experienced systemic underinvestment or whose needs have not been met through a traditional transportation approach. By adopting a Complete Streets policy, communities direct their transportation planners and engineers to routinely design and operate the entire right of way to prioritize safer slower speeds for all people who use the road, over high speeds for motor vehicles. This means that every transportation project will make the street network better and safer for people walking, biking, driving, riding transit, and moving actively with assistive devices—making your town a better place to live.

There is no singular design prescription for Complete Streets; each one is unique and responds to its community context. A complete street may include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities,

median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more."

The goal of the proposed ordinance is to codify City practices regarding the designing and building of complete streets facilities, and also to allow the City to compete for a grant available from the Transportation Improvement Board. Only jurisdictions with an adopted Complete Streets Ordinance are eligible to compete for the grant, which could provide between \$100-200K in unrestricted funding to support the implementation of complete streets.

As part of the budget deliberations, the City Council agreed to discuss adopting a "model" ordinance that would not require extensive community outreach or consultant support. The proposed ordinance was developed by staff in accordance with best management practices and regional examples. To a degree, the ordinance is anticipated to be aspirational guidance, as not every street project undertaken by the City will be able to meet all of the Complete Street standards.

**ATTACHMENTS:**

[Ordinance 2021-20 Relating to Complete Streets.docx](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:**

## **ORDINANCE NO. 2021-20**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, adopting a new Chapter 12.02, Complete Streets, of the Bainbridge Island Municipal Code.

**WHEREAS**, Complete Streets are roadways planned, designed, and constructed to provide access to all legal users in a manner that promotes safe and efficient movement of people and goods, whether by car, truck, transit, assistive device, foot, or bicycle; and

**WHEREAS**, increasing walking and bicycling offers improved health benefits for the population and makes Bainbridge Island a more livable community; and

**WHEREAS**, the Washington legislature has passed Complete Streets legislation that encourages the Washington State Department of Transportation and local governments to consider all users in transportation related projects; and

**WHEREAS**, Complete Streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation, and commercial destinations by improving pedestrian and vehicular environments through communities; and

**WHEREAS**, Complete Streets enhance safe walking and bicycling options for school age children, in recognition of the national Safe Routes to Schools program; and

**WHEREAS**, the City of Bainbridge Island recognizes the importance of street infrastructure and modifications such as sidewalks, crosswalks, connecting pathways, multi-use paths, bicycle lanes, signage, and accessible curb ramps that enable safe, convenient, and comfortable travel for all users; and

**WHEREAS**, funding from the Washington State Complete Streets Grant Program is only available to jurisdictions that have adopted a Complete Streets Ordinance; and

**WHEREAS**, the City's Island-wide Transportation Plan, which is part of the City's Comprehensive Plan, contains guidance that aligns with the values of a complete streets policy; and

**WHEREAS**, the City is in the process of developing a Sustainable Transportation Plan, a portion of which will provide guidance on transportation priorities that align with the values of Complete Streets policies; and

**WHEREAS**, the City has demonstrated the values of complete streets policies in recently completed transportation project, including the Winslow Way Reconstruction,

the Sound to Olympics Trail, the Olympic Drive Improvements, and the Wyatt Way Reconstruction; and

**WHEREAS**, on October 6, 2020, the City Council discussed developing a Complete Streets Ordinance as part of the Public Works 2021-22 biennial budget.

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

**Section 1.** A new Chapter 12.02 of the Bainbridge Island Municipal Code, Complete Streets, is hereby adopted to read as follows:

**Chapter 12.02  
COMPLETE STREETS**

Sections:

- 12.02.010 Purpose
- 12.02.020 Definitions
- 12.02.030 Complete Streets Infrastructure
- 12.02.040 Implementation of Complete Streets Principles
- 12.02.050 Intergovernmental Cooperation and Partnerships
- 12.02.060 Exceptions
- 12.02.070 Best Practices Criteria

**12.02.010 Purpose.**

The City of Bainbridge Island shall, to the maximum extent practicable, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in all new construction or reconstruction projects of public streets. Through ongoing operations and maintenance efforts, the City of Bainbridge Island shall identify cost-effective opportunities to include Complete Streets practices.

**12.02.020 Definitions.**

A. “Complete Street” means a road that is designed to be safe and accessible for drivers, bicyclists, transit vehicles and riders, freight, emergency service providers, and pedestrians of all ages and abilities. The Complete Streets policy focuses not just on changing individual roads, but on changing the decision making process so that all users are routinely considered during the planning, designing, building, and operation of all roadways.

B. “Complete Streets Infrastructure” means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to, features such as sidewalks, shared use paths, bicycle lanes, automobile lanes, paved shoulders, street trees, and landscaping planting strips. Curbs, accessible curb ramps, bulb outs, crosswalks, refuge islands, pedestrian, and traffic signals, including countdown and

accessible signals, signage, street furniture, and bicycle parking facilities. Also, includes traffic calming devices such as rotary circles, traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete, narrow vehicle lanes, and raised medians.

C. “Street,” for the purposes of this chapter, means any public right of way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network, that is open for use by the general traveling public.

D. “Street Project” means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes.

E. “Users” means individuals that use streets, including pedestrians, bicyclists, motor vehicle drivers, and public transportation riders and drivers.

#### **12.02.030 Complete Streets Infrastructure.**

As feasible, the City of Bainbridge Island shall incorporate Complete Streets Infrastructure into existing public streets to create a comprehensive, integrated, connected transportation network that balances access, mobility, health, economy, and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities.

#### **12.02.040 Implementation of Complete Streets Principles.**

The City of Bainbridge Island will incorporate Complete Streets principals into the City's Comprehensive Plan, public works standards, parks and recreation comprehensive plan, traffic circulation plan, and other plans, manuals, rules, regulations, and programs as feasible and appropriate.

#### **12.02.050 Intergovernmental Cooperation and Partnerships.**

The City will cooperate with other transportation agencies including the Federal Highways Administration, the Washington State Department of Transportation, Kitsap County and Kitsap Transit to ensure the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities. The City will cooperate to ensure to the maximum extent practicable the transportation network flows seamlessly between jurisdictions in accordance with local and regional road, transit, bicycle, and pedestrian plans.

Additionally, it is a goal of the City of Bainbridge Island to foster partnerships with other agencies and organizations such as the Bainbridge Island School District, The Bainbridge Island Metropolitan Parks and Recreation District, City Committees, residents, businesses, interest groups, and neighborhoods to procure grant funding and implement the Complete Streets ordinance.

**12.02.060 Exceptions.**

Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided in new construction or reconstruction Street Projects when:

- A. A documented absence of current or future need exists, as identified in City plans and future travel demand models; or
- B. Non-motorized uses are prohibited by law; or
- C. Routine maintenance and repair of the transportation network is performed that does not change the roadway geometry or operations; or
- D. The cost exceeds more than 20% of the total project cost for new construction; or
- E. The Public Works Director issues a documented exception concluding that application of complete streets principles is unnecessary or inappropriate because it would be contrary to public safety; or
- F. Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
- G. Where the establishment would be contrary to the Transportation Element of the Comprehensive Plan; or
- H. Where their inclusion in a small, isolated project would create a very short section of improvements with problematic transitions on either end or that are in an isolated area unlikely to be followed by similar improvements at either end, resulting in little progress on implementing Complete Streets networks.

**12.02.070 Best Practice Criteria.**

The Public Works Director shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction and operations including but not limited to the latest editions of American Association of State Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE) and National Association of City Transportation Officials (NACTO) guidelines and standards, while reflecting the context and character of the surrounding built and natural environment and enhancing the appearance of such.

**Section 2. 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 3.** 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:	July 23, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-20



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Consider Confirmation of Recommended Appointment to the Utility Advisory Committee - Council,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Utility Advisory Committee (UAC). The member selection panel consisted of Mayor Nassar, Deputy Mayor Pollock, and UAC members Maron and Jones. Deputy Mayor Pollock and UAC members Maron and Jones participated in the interview. The member selection panel recommends forwarding to the August 24, 2021 Consent Agenda confirmation of the appointment as shown in the suggested motion.

Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes).

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Confirm the appointment to the Utility Advisory Committee of Svend Brandt-Erichsen to Position 3 through June 2024.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Brandt-Erichsen - UAC \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Saturday, May 1, 2021 11:14 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Utility Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Utility Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

### Step 1

---

#### Utility Advisory Committee Volunteer Application

Members should have knowledge or expertise in utility planning, construction, rate structures or related focus areas. The committee provides recommendations to the Council related to the City's water, sanitary sewer and stormwater utility policies and utility rates, rate structures and other changes made to water, sanitary sewer and stormwater utility customers.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name Svend Brandt-Erichsen

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State Washington

---

Zip 98110

---

Current Employer

---

Current Position

---

**Experience & Qualifications**

---

Have you served on any city committees, commissions, boards or task forces in the past?

No

If yes, please indicate which group(s).

Utility Advisory Committee

---

Please share your qualifications for this appointment (skills, activities, training, education) if any?

Environmental attorney (33 years) with a practice focus on energy project development and regulatory compliance. As the accompanying bio shows, my practice currently is focused on renewable energy development, with associated wildlife issues, as well as air emissions and other environmental issues associated with conventional energy and industrial facilities. However, I regularly work with regulatory requirements applicable to water supplies and wastewater systems, typically for commercial and industrial facilities. I also have experience with solid waste facilities. Early in my career, I was a regional administrator for Alaska's environmental agency for 3 years, which exposed me to the regulatory issues associated with community water and sewer systems and solid waste management.

---

Please share your community interests (groups, committees, organizations) if any:

While we have lived on Bainbridge since 1993 and I have followed developments in the community throughout our time here, I am not involved in any local community groups or organizations.

---

Do you have potential conflicts of interest? If so, please explain:

I don't believe so. While I work for companies that develop electricity generation and transmission projects, almost all of my projects are outside Washington. From 1993-2001 I managed a Class B water system on the Island - the system served the home we lived in at that time. Other than that, I have not had any connection to utility services on the Island. I do not represent Puget Sound Energy or other utilities in Washington State.

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

---

Type the Year

2021

---



## Svend Brandt-Erichsen | Partner

Svend Brandt-Erichsen focuses his practice on the development and ongoing operation of energy and natural resource projects. He advises companies on permitting, compliance, regulatory development and other issues arising under all of the major federal environmental statutes, as well as their counterparts in a number of states, with a particular emphasis on air, water, waste and wildlife. He routinely handles appeals involving environmental matters in federal and state courts.

Mr. Brandt-Erichsen has helped companies obtain a wide range of environmental permits and approvals, appealed permits when necessary, and defended them from third party challenges. He has helped clients obtain use of federal lands and litigated challenges to those uses as well as broader issues of federal land management and has helped assure compliance with the National Environmental Protection Act (NEPA) and its state counterparts and litigated claims under those statutes. Mr. Brandt-Erichsen has represented clients participating in rule development, challenging regulations in federal and state court, and intervening to defend rules after successfully obtaining favorable decisions from regulators. He also regularly defends clients against enforcement actions and citizen suits under multiple federal environmental statutes and their state counterparts and has defended against toxic tort claims, including several class actions.

Before joining Nossaman, Mr. Brandt-Erichsen served as Managing Partner of the Seattle office of a boutique environmental law firm. He began his career on the legislative staff of Alaska's Senator Ted Stevens and served as a Regional Administrator of the State of Alaska's Department of Environmental Conservation.

### Representative Work

- **Endangered Species Act.** Assisting clients with ESA matters, including: ESA section 7 consultations and development of habitat conservation plans (HCPs); litigation over HCPs and the adequacy of biological opinions; litigation over an agency's failure to conduct ESA consultation; successfully opposed petitions to list a herring population and a whale population.
- **Migratory Bird Treaty Act.** Advise companies on MBTA requirements and policy development. Defended a wind energy project against litigation claiming that MBTA authorization was required for take of migratory birds.
- **NEPA.** Advise companies regarding compliance with NEPA and its State equivalents, including adequacy of EISs and EAs for project development, expansion of existing industrial facilities, federal land exchanges, and federal land management policy decisions. Represent parties in disputes regarding the adequacy of environmental reviews under NEPA and its state counterparts.
- **Air Regulation and Permitting.** Advise companies on air regulatory requirements and permitting. Represent permitted sources in compliance actions, including responses to agency investigations and information requests, penalty appeals, and permit appeals. Assisted more than twenty companies in preparing the first generation of Title V air operating permit applications, including facilities located in California, Washington, Oregon, Alaska, Louisiana, New York and Pennsylvania.

#### Practice Areas & Industries

- Environment and Land Use
- Energy
- Climate Change
- Litigation

- **Cook Inlet, Alaska NPDES.** Represented the owners of oil and gas platforms in Cook Inlet in several cycles of NPDES wastewater discharge permitting since 1996, including litigation in the Fifth and Ninth Circuits concerning the validity of EPA-issued general NPDES permits and of effluent guidelines developed for the coastal sector of oil and gas exploration, development and production facilities.
- **Federal Lands.** Represented companies in obtaining authorization to locate projects and linear structures on federal lands and in amending and transferring existing authorizations, as well as represented them in litigation regarding federal land use authorizations. Advised companies regarding regulatory requirements governing the use of federal lands and represented them in administrative proceedings and litigation regarding federal land use policy.
- **Washington Wind Project.** Currently assisting the developer of a 137 MW Washington wind project in negotiating terms of an HCP and related mitigation to support an incidental take permit for ESA-listed marbled murrelets, as well as for bald and golden eagles under the Bald and Golden Eagle Protection Act (BGEPA).
- **California Wind Project.** Currently advising the developer of a 155 MW California wind project regarding ESA and BGEPA requirements. The project will overlay an existing HCP developed for forest practices.
- **Washington Hydroelectric Project.** Currently representing the owner of a 100-year-old hydroelectric project in defending a citizen suit alleging unauthorized take of ESA-listed fish species. This matter includes assistance with development of an HCP and other regulatory approvals needed for installation of fish diversion structures and other project improvements and repairs.
- **Litigation Concerning Wind Project on Federal Lands.** Served as lead counsel for an independent power developer in defending federal rights-of-way for a wind energy project in California's Imperial Valley, the first renewable energy project to deliver power over the Sunrise Powerlink. The six suits filed against the project raised issues including: impacts on ESA-listed bighorn sheep and state-protected raptors; Native American cultural artifacts, cremation sites and a Traditional Cultural Landscape; NEPA compliance; and FLPMA compliance. Obtained favorable decisions on the merits in all five federal cases, a state court case, and three Ninth Circuit Appeals.
- **Nevada Wind Project.** Represented the developer of the first utility-scale wind energy project in Nevada in defending the federal right-of-way for the project. Defeated a preliminary injunction motion in federal district court and on appeal to the Ninth Circuit, then negotiated settlement of all claims. Subsequently assisted the developer in negotiating changes to operating constraints designed to protect migratory bat species.
- **Transmission lines.** Advised project developers on regulatory issues regarding rights of way across federal lands managed by BLM, the Forest Service and U.S. Fish and Wildlife Service, including projects located in Alaska, Washington, New Mexico, and Mississippi.
- **Sage Grouse.** Represented the Governor of Idaho in a suit challenging sage grouse-related land management plan amendments. Issues included the adequacy of agency compliance with FLPMA and NEPA requirements.
- **Greenhouse Gas Controls.** Represented a Washington regional air agency in defending a CAA citizen suit seeking to require the agency to regulate greenhouse gas emissions from existing refineries. Ninth Circuit ruled that the

plaintiff environmental groups did not have standing to bring the citizen suit, as they had not shown that refinery emissions caused their climate change-related injuries. Advised the Washington air agencies on the development of regulations limiting greenhouse gas emissions from the refineries, which were adopted despite the Ninth Circuit's ruling.

- **Due Diligence.** Regularly advise companies on permitting, regulatory requirements, and contaminated property issues arising in corporate and real estate transactions.

### **Awards & Honors**

Best Lawyers in America© - listed 2013-2020, named Seattle "Lawyer of the Year" for Natural Resources Law in 2016  
Chambers & Partners - chosen for individual recognition for Environment in Washington State, 2013-2020  
Who's Who Legal: Environment in 2016-2020  
Martindale Hubbell AV® Preeminent™ Rated

### **Education**

J.D., George Washington University, 1988  
B.A., University of Colorado, 1984

### **Admitted**

Alaska  
Washington  
U.S. Supreme Court  
U.S. Courts of Appeals for the Third, Fifth, Sixth, Ninth, D.C. and Federal Circuits  
U.S. District Courts for Alaska, the Western and Eastern Districts of Washington, and the Central District of Illinois



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Authorize Issuance of Request for Proposals for the Cultural Funding Award Cycle with a Total Award Amount of \$300,000 for 2022 - 2023 - Executive,

**SUMMARY:** The City is a key partner and funding resource for our local cultural and arts organizations, providing \$300,000 through the cultural funding award cycle. Additional information is available on the City's website:  
<https://www.bainbridgewa.gov/948/City-Funded-Cultural-Activities>.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward the issuance of the Request for Proposals for the Cultural Funding Award Cycle with a Total Award Amount of \$300,000 for the coming two year award cycle for consideration of approval with the September 14 Consent Agenda.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

<b>Amount:</b>	\$300,000 for 2022-2023
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$300,000
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The City of Bainbridge Island's Comprehensive Plan includes the vision that "Arts and humanities are an integral part of the community fabric. They contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island." Every two years, the City conducts a process to solicit proposals from local nonprofits organizations to deploy cultural element implementation funding.

For cultural activities in 2022-2023, the City will award \$300,000 in funding to community organizations. The RFP seeks proposals for cultural projects and activities that will benefit Bainbridge Island residents and visitors. Special consideration is given to organizations and projects that will use City funds to advance the community objectives identified within the Cultural Element and/or Economic Element of the City's Comprehensive Plan.

Council established the Cultural Funding Task Force (CFTF) to incorporate citizen input in the process to decide how to distribute the City's cultural funding. The CFTF for the 2022-2023 cultural funding cycle will be appointed in September, as recruitment is still ongoing. CFTF members, supported by a process facilitator, will review proposals from interested community organizations and make a funding recommendation to Council later this fall.

The City intends to issue the RFP following Council approval, ideally in mid-September. Proposals would be due in early October. The CFTF would review submitted proposals using the criteria and framework identified within the RFP. The CFTF will then develop a funding recommendation for Council consideration and approval. Funding awards will be for activities that occur from January 1, 2022 through December 31, 2023. The draft RFP has been updated since the previous funding cycle to incorporate feedback from the previous cycle's participants, applicants, and facilitator.

Highlights for discussion include the following components:

- eligibility
- use of funds
- evaluation emphasis
- maximum and minimum award size
- reporting and evaluation

**ATTACHMENTS:**

[2022-2023 Cultural Funding RFP for CC 08242021.docx](#)

**FISCAL DETAILS:** The Adopted Budget includes \$300,000 for a two-year cultural funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Awards will be made in the fall of 2021 for 2022-2023 funding. Organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses. Separate funding is provided in the budget to support an outside facilitator for this process.

**Fund Name(s):**

**Coding:**



# Request for Proposals Cultural Funding 2022-2023 Guidelines and Application

## Contents

---

2022-2023 Cultural Funding Guidelines .....	2
About Cultural Funding .....	2
What Does Cultural Funding Support?.....	3
What Does Cultural Funding Not Support? .....	3
What Key Dates Do I Need to Know?.....	4
Who is Eligible?.....	4
The Fine Print .....	5
Compliance and Permits .....	5
Public Benefit .....	5
Access .....	5
Conflict of Interest .....	5
Non-Discrimination.....	5
Timing.....	5
Reporting and Payments .....	5
Acknowledgement.....	6
Audit .....	6
The Finer Print.....	6
Review Process .....	6
2021 Cultural Funding Advisory Committee.....	6
Evaluation Criteria .....	7
General Tips on Preparing and Presenting Your Application.....	9
Contact .....	9
2022-2023 Cultural Funding Application.....	10
How to Apply .....	10
Materials Checklist .....	10
Help .....	10
Application Cover Sheet .....	11
Proposal Narrative.....	12
Proposal Budget and Budget Narrative .....	14
General Operating Support .....	14
Project Support.....	15

# 2022-2023 Cultural Funding Guidelines

## About Cultural Funding

---

Arts and humanities are an integral part of the community fabric. They contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island.

- Cultural Vision 2036, City of Bainbridge Island 2016 Comprehensive Plan Cultural Element

The 2016 Comprehensive Plan Cultural Element states:

“Bainbridge Island is home to thriving cultural institutions, and to many artists, writers, musicians, and craftspeople, serving a local and regional public and many tourists. The forms of art and culture that we celebrate are as diverse as our population; they are embedded in our history and our economy. [We] recognize the contributions of cultural institutions and many dedicated individuals to our quality of life.

...The arts and humanities are mechanisms for developing larger community values that are rooted in the interests of citizens such as economic vitality, quality education, and community planning and design and are unto themselves a valuable element of the Island’s rich character. Support for the arts and humanities is an investment in the community.

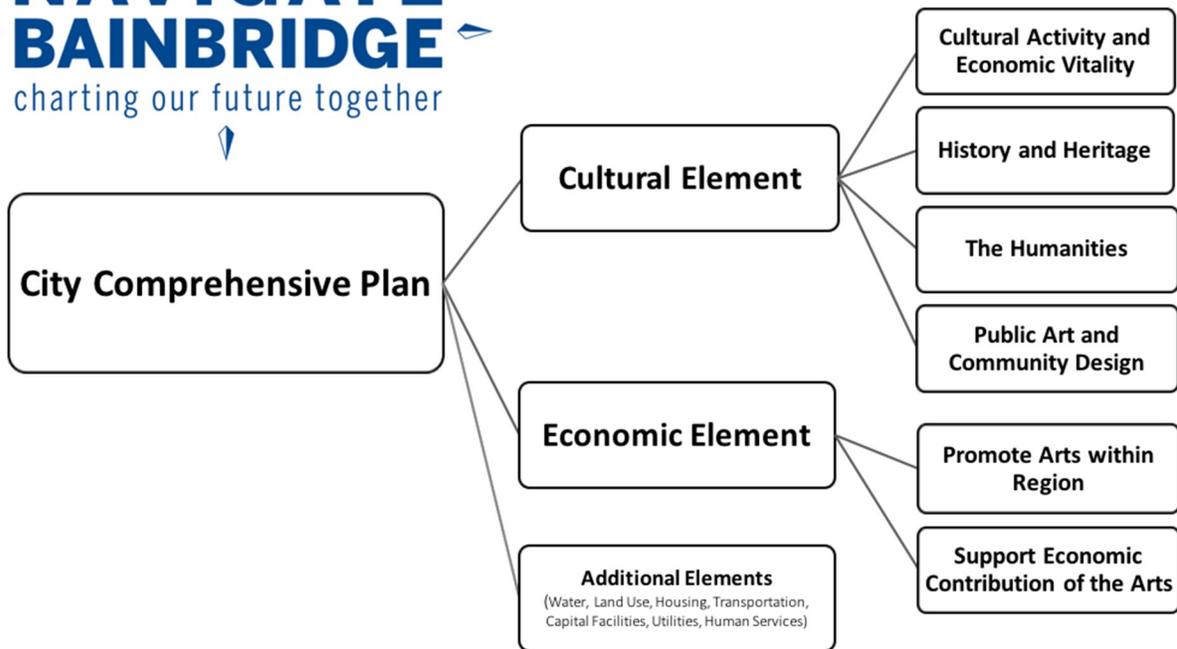
The economic identity and vibrancy of Bainbridge Island is based upon its unique cultural values. These values have been historically developed and shaped by generations of Island residents. Invention, creativity, diversity and generosity of spirit and expression have led to the development of Island organizations, events, programs and individual pursuits allowing the community to flourish, enhancing its quality of life.

This Cultural Element continues to recognize that the arts and humanities significantly contribute to the City’s identity, sense of place, and economy.”

---

The City of Bainbridge Island is seeking proposals for cultural projects and activities that will benefit Bainbridge Island residents and visitors during 2022-2023. Special consideration will be given to organizations and projects that will use City funds to advance the community objectives identified within the [Cultural Element](#) and/or [Economic Element](#) of the [City’s Comprehensive Plan](#). All City-funded activities must provide public benefit as described on page 5. Special consideration will also be given to organizations and projects that:

- involve significant community participation;
- create access to cultural activities for underserved or underrepresented communities, or include underrepresented art forms;
- strengthen organizational capacity; and
- foster opportunities for collaboration within the cultural sector.



A total of \$300,000 will be available for distribution through a two-year funding cycle. Applicants can apply for awards ranging from a minimum of \$5,000 to a maximum of \$30,000 and funds may be used to support activities during 2022 and 2023. The City hopes to consider support for a wide range of projects and activities of varying sizes that provide public benefit to Bainbridge Island residents and visitors.

### What Does Cultural Funding Support?

- General operating support
- Project support
- Organizations with missions that include but are not entirely focused on arts, culture, and heritage can apply for funding. However, requests must be restricted to the portion of their budget that applies to arts, cultural or heritage projects or activities. (For example, if an environmental organization primarily focused on trail restoration also runs an outdoor arts program, it may submit a request to support the operating costs of its outdoor arts program, but not the operating costs associated with its trail restoration work.)

### What Does Cultural Funding Not Support?

- Commercial projects
- Capital projects
- Debt service, endowment building or scholarships
- Direct support to individuals
- Fundraisers
- Religious or political activities

## What Key Dates Do I Need to Know?

Pre-application workshop for potential applicants: Applicants have opportunity to learn more about process and ask questions about the RFP. All applicants are strongly encouraged to send a representative to the workshop.	TBD
Application deadline: Applications will not be accepted after this time	Friday, October 15, 2021 no later than 4:00pm
Application reviewed for completeness: Staff will review each application for completeness and legal compliance. Organizations may be asked to supply corrections, clarification and missing materials. Failure to respond by the deadline provided will disqualify the application. Incomplete applications or applications with significant deficiencies may be rejected at the discretion of staff or review panel.	October
Proposal presentations: Applicants will present proposals to and answer questions from the Cultural Funding Advisory Committee. Applicants should be prepared to answer questions CFAC members may ask about their proposals.	November
CFTF develops funding recommendation: Each application is reviewed by the CFAC. The Committee develops a funding recommendation for consideration and approval by the City Council.	November
City Council approves 2020-2021 Cultural Funding Awards:	November/December 2021
Applicants notified of award results: Note: An award notification letter is not a contract and funding is not guaranteed until the contract has been fully executed.	by December 31, 2021
City executes funding agreements: City staff will contact each award recipient to finalize the contract and accompanying documents and deliverables.	by January 31, 2022
Award period:	January 1, 2022– December 31, 2023

## Who is Eligible?

Organizations with:

- Tax-exempt status under section 501(c)(3) of the Internal Revenue Code status. Alternatively, entities without tax-exempt 501(c)(3) status may apply under the fiscal sponsorship of another organization with the required status. The fiscal sponsor provides fiduciary oversight of the project and must agree to enter into the funding contract with the City.
- The majority of services provided on Bainbridge Island or for its residents and visitors.
- At least one ongoing cultural program open to the public or that provides services (training, administrative support, technical assistance, and more) to arts professionals on Bainbridge Island.
- A minimum two-year history of continuous operation.

## The Fine Print

---

### Compliance and Permits

Organizations awarded funding shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under any Agreement with the City.

Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.

### Public Benefit

City of Bainbridge Island funds must be used for a specific public benefit provided to Bainbridge Island residents and visitors. Each organization that receives an award will identify a specific public benefit “deliverable” in their service agreement that they will provide to Bainbridge Island residents and visitors. Some examples of public benefit include:

- Ensuring the project or activity is affordable and accessible;
- Offering an activity or performance that is free to the public;
- Providing special outreach to underrepresented communities; or
- Creating meaningful cultural experiences that reflect and are relevant to Bainbridge Island’s diverse population.

### Access

Funded projects and activities must be open to the public and fully accessible to all audiences.

### Conflict of Interest

Organizations with a staff member, board member or officer serving on the Cultural Funding Task Force are not eligible to receive Cultural Funding.

### Non-Discrimination

Organizations awarded funding agree not to discriminate against any employee, applicant for employment, client, or any other person in the performance of any Agreement with the City because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, or other circumstance prohibited by federal, state or local law, except for a bona fide occupational qualification.

### Timing

Awards are for services provided during calendar years 2022 and 2023; requests for funding for goods or services to be provided in 2021 or beyond calendar year 2023 will not be considered.

### Reporting and Payments

Organizations awarded funding (“Service Provider”) will be required to enter into a professional services agreement with the City to provide the services outlined in their proposals. As part of the agreement, the City will disburse payments on a reimbursement basis, using a quarterly schedule for invoices. The City will not provide payment in advance of delivery of goods or services.

Service Providers will be asked to identify minimal data to report the City as part of each quarterly invoice. More extensive reporting may be required on an annual basis, and the annual reporting will address progress and learning on the use of awarded City funds.

### Acknowledgment

Organizations awarded funding will be expected to acknowledge financial support from the City in their promotional materials. The City logo will be provided for this purpose.

### Audit

All organizations awarded funds will be asked to provide documentation that funded services have been delivered and within the approved funding period.

### The Finer Print

- Materials submitted in response to this RFP become the property of the City upon receipt.
- This RFP does not, under any circumstances, commit the City to pay any costs incurred by any applicant in the submission of a proposal. The applicant is responsible for all costs associated with its response to this RFP.
- The City reserves the right to request additional information as needed for evaluation of proposals.
- The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.
- The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

### Review Process

---

The City of Bainbridge Island uses a review task force to review and assess all applicant proposals. In September, the City Council will appoint seven members to the Cultural Funding Task Force (CFTF). The CFTF will develop award recommendations based on the published evaluation criteria affirmed by the City Council and funds available. It is anticipated that funds requested will exceed funds available. City Council will consider and approve the CFTF recommendation. Funds will be awarded to recipient organizations through a professional services agreement, which will be administered by City staff. Funding is not guaranteed.

### 2021 Cultural Funding Task Force (CFTF) Membership To Be Appointed

---

Name	Position	Name	Position
	Position 1	Brenda Fantroy-Johnson	Councilmember, Liaison
	Position 2	Leslie Schneider	Councilmember, Liaison
	Position 3		
	Position 4	Note: Organizations with a staff member, board member or officer serving on the Cultural Funding Advisory Committee are <u>not</u> eligible to receive Cultural Funding.	
	Position 5		
	Position 6		
	Position 7		

## Evaluation Criteria

The CFTF will evaluate proposals based on the following criteria and scoring rubric. Scores are not the sole determinant of funding but play a significant role in working toward consensus and prioritization in a competitive process. Other factors, such as the availability of funds and compatibility with the community objectives of the City of Bainbridge Island, will also guide the work to develop a funding recommendation.

Area	Indicator	Score
Proposal Statement of Purpose	Should, in 1 page, clearly explain the cultural project or activities for which funding is requested including: <ul style="list-style-type: none"> <li>• Key goals, objectives and milestones for the 2-year funding period</li> <li>• Key people involved in the project</li> <li>• Explicit articulation of what City funding will allow organization to accomplish and what will happen if funding is not received</li> </ul>	25
Advance Community Objectives of the Cultural and/or Economic Elements	Should clearly demonstrate how the proposed project or activities will “contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island” and, in a meaningful way, advance one or more community objectives identified within the Comprehensive Plan’s Cultural Element: <ul style="list-style-type: none"> <li>• Cultural Activity and Economic Vitality</li> <li>• History and Heritage</li> <li>• The Humanities</li> <li>• Public Art and Community Design</li> </ul> or Economic Element (Goal EC-12 and Policies EC 12.1 and 12.2): <ul style="list-style-type: none"> <li>• Continue to promote the arts as a significant component of the Bainbridge Island economy</li> <li>• Promote the arts community within the region as an economic asset of the Island</li> </ul>	20
Community Impact	Should identify public benefit(s), including opportunities for significant community participation and/or improved access: <ul style="list-style-type: none"> <li>• The most successful applicants will document that proposed activities will reach large audiences and/or new/underserved/ underrepresented segments of the community or include underrepresented art forms, and provide a compelling plan for doing so</li> </ul>	25
Organizational Strength	Demonstrates organizational stability and capacity, including successful track record, and commitment to implement the project or activities proposed within the funding period, including: <ul style="list-style-type: none"> <li>• Clear planning – the proposal refers to the project’s goals and organization’s strategic objectives</li> <li>• Skilled leadership by key board, artistic and management personnel, paid and unpaid</li> <li>• Effective relationships, communications and outreach to and input from target audiences</li> <li>• Strong fundraising and financial management skills – demonstrated by well-prepared application and funding plan</li> </ul>	10

Budget	<p>Proposal should demonstrate feasibility of budget, including:</p> <ul style="list-style-type: none"> <li>Proposed budget provides evidence of beneficial public investment and efficient use of City resources</li> <li>Budget information is realistic, reasonable and aligned to support proposed project and activities and their objectives</li> <li>Additional and diverse sources of funding for the proposed project or activities are identified, where applicable</li> </ul>	10
Achievable Outputs, Outcomes and Assessment	<p>Proposal should succinctly lay out a two-year plan for outputs (such as # served), outcomes (longer-term impact in the community), and a plan for self-assessing the proposed project or activities. Specifically, the proposal should demonstrate how the organization will track its proposed work and continually learn from and improve projects or activities through:</p> <ul style="list-style-type: none"> <li>Clear goals and objectives</li> <li>Measurable success metrics</li> <li>Description of anticipated growth and continued improvement as a result of receiving City funding, if applicable</li> </ul>	10
Total		100

## General Tips on Preparing and Presenting Your Application

---

Read the Guidelines Carefully. Take Your Time.

### Proposal Narrative: Tell Your Story

A good application tells a story that engages and informs the reader. Use each section to create a comprehensive picture of your organization and your request.

- Use simple, clear language.
- Refer to the evaluation criteria as you write. You should address each of the criteria and they should help you think about what makes your organization and/or project stand out.
- How does your organization make a difference? Successful proposals speak to the impact you have on your art form or cultural discipline, on behalf of artists, the audiences you serve, the city, local history, and/or local identity. Your proposal should illustrate the breadth and depth of your organization's impact.
- Use numbers to tell your story, too. Provide explanations for any major changes from year to year, including deficits or unachievable budgets.

### Remember Your Audience and the Purpose of the Awards

- The panel is made up of your peers who will appreciate direct, honest accounts of your work.
- Be brief, organized and accurate. Being concise can help you stand out among the pool of applicants.
- Assume panelists are learning about your organization for the first time, even if you know them. Don't take anything for granted. Tell your story clearly, thoroughly, and use specific details.

### Submit Your Application Early

- Leave plenty of time to make any corrections or to deal with last-minute technical issues.

### Presentations: Tell Your Story, in an Elevator

Each applicant will be expected to provide a presentation to the committee and answer questions. All presentations will be held on a Monday in October or November, date to-be-determined, beginning at 6:00pm. Applicants are allotted a total of 10 minutes each—five minutes for your presentation and five minutes for questions and answers.

- Draft a set of talking points and highlight the top two-three key points you wish to get across in the five minutes allotted. Begin with making the case about why this proposed project or activity is important as a City investment and how your organization will ensure its success (e.g., that City dollars are invested wisely in supporting your proposed project or activity).
- Have a cheat sheet prepared with questions you think are likely to surface, and brief responses to each. Brevity, along with the ability to answer the questions in a clear and concise manner, is key.

## Contact

---

For assistance contact: Ellen Schroer, Deputy City Manager, [eschroer@bainbridgewa.gov](mailto:eschroer@bainbridgewa.gov), 206-780-8619



# 2022-2023 Cultural Funding Application

## How to Apply

---

Complete the application form using the format provided. Then submit your proposal and supporting attachments.

- Answer each question in the order in which they appear in the Proposal Narrative below.
- The Proposal Narrative should be no more than 10 pages in length and typed in single-spaced 11-point font.
- Submit one PDF electronically. Compile the documents in the order listed in the Materials Checklist below.
- Each document should be labeled with your organization's name and title of the document (e.g., in the header or footer). Please put page numbers on each page of the Proposal Narrative.
- Submit your single PDF to [CityAdmin@bainbridgewa.gov](mailto:CityAdmin@bainbridgewa.gov) no later than 4:00pm on Friday, October 8, 2021.

## Materials Checklist

---

A complete application will include the following documents in this order:

- Application Cover Sheet (an optional fillable PDF version of this form is available online)
- Proposal Narrative
- Proposal Budget and Budget Narrative (provide your budget in the format suggested on page 14)
- Current Board of Directors (list and open positions)
- Current Staff List (names, titles, indicating whether positions are full-time, part-time, volunteer)
- Organizational Financial Information (all documents based on applicant fiscal year)
  - Current Balance Sheet (dated no earlier than September 1, 2021)
  - Annual Operating Budget for Current Fiscal Year (showing budget and year-to-date actuals)
  - 2022 Draft Budget (if available)
  - List of major income sources for past two years (funder, purpose, amount), including current year indicating whether funding is received, pledged, or pending
- IRS Form 990 (provide link to most recent filed, if applicable)
- IRS Determination Letter of 501(c)(3) Non-profit Status
- Optional Work Sample (if you would like, please submit a link to an example of your work online)

Fiscal Sponsor:

- Materials listed above
- Fiscal Sponsorship Agreement

If this application will be submitted through a fiscal sponsor, provide the all of the materials requested above for the fiscal sponsor, except for the Proposal Narrative. (Directions follow.) Additionally, please provide the requested materials as available for the requesting entity. For instance, if the requesting entity has a Staff List, Operating Budget or List of Income Sources, etc. please submit them, in addition to the complete list of materials for the fiscal sponsor.

## Help

---

For assistance contact: Ellen Schroer, Deputy City Manager, [eschroer@bainbridgewa.gov](mailto:eschroer@bainbridgewa.gov), 206-780-8619

# 2022-2023 Cultural Funding Application Cover Sheet

## Organization Information

---

Applicant Organization Name: \_\_\_\_\_

Proposal Contact Person: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Email Address\*: \_\_\_\_\_

\*Note: All communication regarding this proposal and any questions will be communicated using the email address you provide above. Please make sure you are monitoring it.

Are you applying with a fiscal sponsor? \*\* (y/n) \_\_\_\_\_ \*\*If yes, complete Fiscal Sponsor section below.

Mailing Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (work or daytime): \_\_\_\_\_

Are you a 501(c)(3) nonprofit organization? (y/n) \_\_\_\_\_ Organization Tax ID#: \_\_\_\_\_

Year established: \_\_\_\_\_ Number of years continuously operating: \_\_\_\_\_

Are you now being funded by another program of City of Bainbridge Island? (y/n) \_\_\_\_\_

If so, by what program and in what amount? \_\_\_\_\_

Did your organization receive Cultural Funding in a previous award cycle? (y/n) \_\_\_\_\_

\*\*Fiscal Sponsor (Only complete this section if this proposal will be submitted through a fiscal sponsor.)

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone (work or daytime): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Are you a 501(c)(3) nonprofit organization? (y/n) \_\_\_\_\_ Organization Tax ID#: \_\_\_\_\_

Year established: \_\_\_\_\_ Number of years continuously operating: \_\_\_\_\_

Are you now being funded by another program of City of Bainbridge Island? (y/n) \_\_\_\_\_

If so, by what program and in what amount? \_\_\_\_\_

## Proposal Information

---

Proposal Title: \_\_\_\_\_

Brief Description of Request: "To support..." \_\_\_\_\_

Total Amount Requested: \$ \_\_\_\_\_

(Note: If requesting \$30,000, please clearly substantiate the request so the reviewer understands the need and use of funds.)

Amount of City Funding Requested: 2022: \$ \_\_\_\_\_ 2023: \$ \_\_\_\_\_

General Operating Support

Project Support

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Note: An optional fillable PDF version of this form is available online.)

# 2022-2023 Cultural Funding Proposal Narrative

## About Your Organization

---

(Note: If you are submitting this application through a fiscal sponsor, please complete the Proposal Narrative referencing your proposed project, not the work of the fiscal sponsor.)

### 1) Mission Statement

Describe your organization's mission.

### 2) Past Funding

If you received Cultural Funding in a previous cycle, in two or three sentences, briefly describe what City funding helped you accomplish and the status of your funded work to-date.

## About Your Request

---

Your answers to each of the six sections below should address the bulleted questions relevant to your proposal.

### 1) Proposal Statement of Purpose

- Succinctly describe the cultural project or activities for which you are seeking funding. Include a brief timeline of major milestones during the period of the proposal, including date(s), time(s) and location(s), if appropriate.
- What are your primary goals and objectives for your project or your organization as a whole (if requesting general operating support) during the funding period?
- Who is involved in the project or activities and why? List key participants or partners and their qualifications.
- What will City funding allow you to accomplish and if you do not receive funding, what will you not be able to do?

### 2) Advance Community Objectives of the Cultural and/or Economic Elements

- Clearly describe how the proposed project or activities will contribute to advancing one or more of the community objectives, goals and visions of the Comprehensive Plan's Cultural Element and/or Economic Element. Be sure to explain which objective or objectives will be addressed.
- Describe how the proposed project or activities will encourage the well-being of Bainbridge Island's significant cultural sector.

### 3) Community Impact: Community Needs, Public Benefit, Participation and Access

- Describe how the project or activities will provide public benefit to Bainbridge Island residents and visitors.
- Will there be new opportunities for community participation?
- How will you improve access to your proposed project or activities?
  - Will you offer activities or performances that are affordable or free to the public?
  - Will they be accessible to all people, regardless of physical ability?
  - Will you provide focused outreach to underrepresented communities or underserved segments of the Island's population?
- Describe the audience you will reach and how you will reach them. Will the proposed project or activities reach audiences to new your organization?

#### 4) Organizational Strength

- Explain why you believe you can complete the proposed project or activities within the funding period and are confident in its success. (May include qualifications, past success, leadership, strong partnerships or supporters, taking advantage of an existing event, etc.).
- If you haven't already done so, please briefly explain how your proposal supports your organization's strategic goals.
- How do you gather input and feedback your audiences or participants? How do you ensure your work is relevant to the community?
- What steps are you taking to improve the sustainability of the project or activities beyond this period of funding?

#### 5) Achievable Outputs, Outcomes and Assessment

- During this two-year funding period:
  - How many Bainbridge Island residents and visitors do you anticipate that this project or activities will serve?
  - How many people will be admitted to a performance, exhibit or activity supported by City funding for free?
- What indicators of success or other quantitative metrics will help your organization to track progress and report back to the City on the impact of its funding?
  - Please identify at least two key metrics and the projected outputs for each.
  - What longer term outcomes do you hope to advance or achieve and how will you track your progress?
- How do you plan to monitor the progress of this project or your activities during the two-year funding period of 2022-2023?
- Briefly describe how often your organization evaluates the overall effectiveness of its programming.
- Briefly describe how you believe City funding will impact your organizational capacity and support any other improvements.
- How will you incorporate what you learn from this project into your work?

(Note: If partial funding is awarded, applicant will be asked to revise Section 5 (above) to match the actual amount awarded in the Service Agreement. Please consider how this might impact your project or activities when making your proposal. The City frequently awards less funding than the amount requested.)

#### 6) Additional Information

- a) Please provide any additional information about your project, leadership, budget or organization that will be helpful to the committee in its review of this proposal.

## 2022-2023 Cultural Funding Proposal Budget and Budget Narrative

### General Operating Support

If you are applying for general operating support, please submit your annual operating budget for the current fiscal year, as requested in the Materials Checklist. Additionally, please complete this table:

Suggested Expense Categories	2022 - Year 1			2023 - Year 2			Total Project Budget (Year 1 and 2)
	Total Project Budget Year 1	COBI Cultural Funding Request Year 1	% of Total Project Budget Year 1	Total Project Budget Year 2	COBI Cultural Funding Request Year 2	% of Total Project Budget Year 2	
Human Resources (Staff Salaries, Benefits, Consultant Services)							
Space / Facilities							
Equipment Purchase							
Travel / Training							
Insurance							
Other							
Indirect Administrative Costs							
<b>TOTAL</b>							

## Project Support

If you are applying for project support, please submit your project budget in the table format suggested below. Expense categories listed below are only suggested categories. Please use expense categories that apply to your project and be as specific as possible. Then complete the following two questions:

- 1) Please include and identify any income your project is expected to generate.
- 2) Please list the amount and source of any funding that is already committed and/or pending for this program/project.

Suggested Expense Categories	2022 - Year 1			2023 - Year 2			Total Project Budget (Year 1 and 2)
	Total Project Budget Year 1	COBI Cultural Funding Request Year 1	% of Total Project Budget Year 1	Total Project Budget Year 2	COBI Cultural Funding Request Year 2	% of Total Project Budget Year 2	
Human Resources (Staff Salaries, Benefits, Consultant Services)							
Space / Facilities							
Equipment Purchase							
Travel / Training							
Insurance							
Other							
Indirect Administrative Costs							
<b>TOTAL</b>							



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:45 PM) Approve Proclamation declaring September 2021 as Childhood Cancer Awareness Month - Mayor Nassar,

**SUMMARY:** The attached proclamation declares the month of September 2021 as Childhood Cancer Awareness Month.

**AGENDA CATEGORY:** Proclamation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to approve the proclamation declaring September 2021 as Childhood Cancer Awareness Month.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Childhood Cancer Awareness 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 September 2021 as “Childhood Cancer Awareness Month.”

**WHEREAS**, each year in the United States more than 15,780 children from birth to 19 years old are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and

**WHEREAS**, approximately one in 285 children in the United States will be diagnosed with cancer before their twentieth birthday with this number increasing each year; and

**WHEREAS**, each year worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about every 3 minutes a family will hear the words ‘Your child has cancer’; and

**WHEREAS**, although the five-year survival rate for childhood cancers has reached 84 percent, nearly 1,500 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and

**WHEREAS**, two-thirds that do survive will face at least one chronic health condition later on in life – not limited, but including – heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

**WHEREAS**, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

**WHEREAS**, cancer treatment for children often must differ from traditional adult treatments to take into account children’s developmental needs and other factors – there are more types/variances of childhood cancers than adult cancers; and

**WHEREAS**, there are hundreds of children being treated for cancer in Washington State with locations at Seattle Children’s Hospital (Seattle), Mary Bridge Hospital (Tacoma) and Shriners Hospitals for Children (Spokane); and

**WHEREAS**, Washington is a caring state and community that supports children and families;

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

### CHILDHOOD CANCER AWARENESS MONTH

in the City of Bainbridge Island.

DATED this 24th day of August, 2021.

---

Rasham Nassar, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (6:50 PM) Ordinance 2021-10 Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E., Hold Public Hearing and Consider Approval - Planning,

**SUMMARY:** On July 29, 2021, the Planning Commission recommended approval of draft Ordinance No. 2021-10 to the City Council. The City Council discussed and considered the ordinance at their meeting on August 10, 2021.

This ordinance amends the City's Bonus Floor Area Ratio (FAR) regulations (BIMC 18.12.030.E.) to limit options for achieving Bonus FAR to the following: 1) providing affordable housing within a development; 2) purchasing Residential FAR from the Islander Mobile Home Park; and 3) in the Ferry Terminal District, relocating ferry surface parking to underground or within a building. Historic buildings would continue to not count toward a property's level of FAR. These changes essentially eliminate all ways of achieving bonus commercial FAR, unless a property has a historic building. Exhibit A to Ordinance No. 2021-10 modifies BIMC Table 18.12.020-3 to reflect the FAR reductions for commercial and mixed use projects in the Mixed Use Town Center and High School Road zoning districts. The Planning Commission has indicated that this ordinance is an interim step while the City works to improve its affordable housing and transfer of development rights programs, and updates the Winslow Master Plan. To that end, Section 8 of Ordinance No. 2021-10 provides for the ordinance to sunset after one year.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** Conduct public hearing.

I move to approve Ordinance No. 2021-10.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** The City Council has engaged in multiple discussions regarding bonus floor area ratio ("FAR") options. The following is a chronological legislative history summary of discussions and decisions made by the Council and the Planning Commission thus far related to the current Interim Zoning Control, Ordinance No. 2020-10 and subsequent ordinances that have extended the term of the interim control, as well

as related to consideration of FAR density options more generally. This summary is based on the agenda packet materials and the minutes of the meetings as described below.

At the February 4, 2020 City Council study session, Councilmembers expressed an interest in discussing whether to eliminate the option to purchase bonus FAR from the City. The fees for FAR have been established by resolution (Resolution Nos. 2001-02 & 2006-50) and are included within the City's Fee Schedule. The fees are \$18 per square foot for residential development, \$25 per square foot for mixed use development, and \$34 per square foot for commercial development. The funds are split between public amenities (40%) and farm/agriculture (60%). Options considered by the Council at the February 4 meeting included pursuing a suspension of the bonus FAR regulations via adoption at a future meeting of an interim control ordinance that would be effective immediately (if adopted on an emergency basis) or five days after passage and publication (if enacted on a non-emergency basis). The Council also discussed the option of seeking to otherwise consider revisions to or elimination of the FAR bonus option by referring the matter to the Planning Commission for review and recommendation, and the Council would then consider that recommendation before taking action.

At the February 11, 2020 City Council business meeting, the Council passed a motion directing the City Manager to pursue an interim zoning control related to BIMC 18.12.030.E. to suspend that code section (relating to bonus FAR). A motion to direct the Planning Commission to review Chapter 18.12 BIMC relating to FAR and Chapter 18.21 BIMC relating to affordable housing was tabled. Following further discussion, the Council decided to revisit the first motion and approved a motion to reconsider that motion relating to the development of an interim control ordinance at the Council's February 25, 2020 meeting. At the February 25, 2020 City Council meeting, the Council reconsidered the motion directing the City Manager to develop an interim control ordinance related to suspending BIMC 18.12.030.E. regarding use of bonus FAR density. That motion failed. Other motions also failed related to directing the City Manager to pursue an interim zoning control that would suspend BIMC 18.12.030.E. in different ways.

However, the Council passed unanimously (6-0, with Councilmember Pollock absent) the following motion: "I move to direct the City Manager to work with the Planning Commission and any other appropriate City committees or commissions to bring back to Council as quickly as possible an ordinance that will reform the City's bonus FAR programs so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development Rights."

At the February 27, 2020 Planning Commission meeting, City staff briefly discussed with the Planning Commission the City Council's action directing the City Manager to work with the Planning Commission to bring back to the Council as quickly as possible an ordinance to reform the City's bonus FAR programs so as to only allow bonus FAR in relation to affordable housing, historic preservation, and transfer of development rights.

At the March 3, 2020 City Council meeting, Councilmember Medina was absent and Councilmember Pollock, who was absent for the February 25 meeting, was present. Councilmember Pollock moved and Councilmember Deets seconded a motion to add a discussion regarding an interim zoning control related to BIMC 18.12.030.E. to that night's agenda under Unfinished Business. The Council approved the agenda as amended. The Council then unanimously passed a motion to suspend the rules for the purpose of taking up this motion again after having voted on it at the last meeting on February 25. The Council then unanimously passed the following motion: "I move to direct the City Manager to prepare an interim zoning control ordinance for consideration at the Council's March 10 meeting related to BIMC 18.12.030.E. to suspend the applicability and use of that Section E., except that subsections E.1. (related to Optional Affordable Housing) and E.6. (related to

Historic Structure Preservation) would not be suspended and waiving any procedural requirements that would otherwise apply to the motion that was passed."

At the March 10, 2020 City Council meeting, the Council considered the interim control ordinance that was prepared as directed by the Council at its March 3, 2020 meeting related to suspending the applicability and use of BIMC 18.12.030.E., except that subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation) would not be suspended. The ordinance was prepared as an emergency ordinance, meaning that it would be effective immediately upon passage. The ordinance also included suspension of the applicability and use of BIMC 18.27.080 and footnote three of Table 18.12.020-3 because those provisions relate directly to the provisions that were being suspended in BIMC 18.12.030.E. As part of that March 10, 2020 Council meeting, the Council passed various motions to revise the ordinance as drafted. The first such motion was to add an additional exclusion to the interim zoning control as follows: "I move to amend Ordinance No. 2020-10, Section 2.B., to add an exclusion to the interim zoning control for development projects that filed a complete land use permit application with the City and have purchased from the City or otherwise acquired development rights, including related to bonus floor area ratio, through an executed covenant, development agreement, or contract, prior to the effective date of this ordinance." The Council also adopted motions to remove two recital "Whereas" clauses in the draft ordinance. The Council then voted unanimously to approve Ordinance No. 2020-10 with the following motion: "I move to approve Ordinance No. 2020-10, relating to an interim zoning control to hereby suspend BIMC 18.12.030.E. and related provisions as described in the ordinance regarding floor area ratio bonus density options, except for Sections E.1. and E.6. of BIMC 18.12.030.E. as amended."

At the March 12, 2020 Planning Commission meeting, the Planning Commission ("Commission") had an item on their agenda entitled, "FAR Discussion." Planning Director Heather Wright introduced the interim zoning control ordinance to the Commission. Following, there was public comment, including from Councilmember Pollock. After the public comment, the Commission unanimously passed a motion that recommended changes to the interim control to the City Council. At the April 14, 2020 City Council meeting, the Council scheduled a public hearing regarding Ordinance No. 2020-10 for April 28, 2020. The Council took action to set the public hearing pursuant to RCW 35A.63.220 and RCW 36.70A.390, which require the Council to hold a public hearing within 60 days of adoption of Ordinance No. 2020-10 (i.e., by May 10, 2020) in order to take public testimony and to consider adopting further findings of fact. On April 28, 2020, the City Council held a public hearing on Ordinance No. 2020-10 and no changes to the Ordinance were made.

The Planning Commission formed a subcommittee of 3 members (Chester, Paar, Quitslund) to begin working on a revised FAR ordinance. The Planning Commission discussed the subcommittee's information and recommendations on changes to bonus FAR regulations on at their May 2020 meetings and on June 11, 2020. City staff integrated the June 11 recommendations into Draft Ordinance No. 2020-16 (now Ordinance No. 2021-10). Those changes were discussed and refined by the Planning Commission on July 9, August 27, September 10 and 24, and October 8, 2020. The Planning Commission sought City Council feedback on their recommendation to date on November 17, 2020. At the November 17 City Council meeting, the Council directed the City Manager to contact the Islander Residents Association (on behalf of the Islander Mobile Home Park) regarding potential purchase of the remaining mobile home park FAR. The City is continuing to consider that option. The Commission then debriefed on that Council discussion at the Planning Commission meeting on November 19, 2020, and indicated that proposed Ordinance No. 2021-10 should move forward without any changes to BIMC 18.12.030.E.1.b. related to the mobile home park FAR while discussion about a possible City purchase is ongoing. The Planning Commission discussed Ordinance No. 2021-10 on July 22, 2021, and then held a public hearing on the ordinance on July 29, 2021. After closing the Public Hearing, the Planning Commission voted to recommend approval of the ordinance to the City Council.

On August 10, 2021, the City Council discussed and considered Ordinance No. 2021-10 and amended the ordinance to reduce the "sunset" date of the ordinance from two years to one (see Section 8 of Ordinance No. 2021-10). The City Council also scheduled a public hearing on the ordinance for the August 24, 2021 Council meeting. During a separate discussion on August 10, the Council decided to let the current Interim Zoning Control expire on September 10, 2021. See attached staff memo and past staff memos and Draft Ordinance No. 2021-10 for additional information.

**ATTACHMENTS:**

[Final CC Presentation.pptx](#)

[20210824 CC Staff Memo.docx](#)

[Ordinance No. 2021-10 - Public Hearing Draft - Revising Bonus FAR Regulations.docx](#)

[Exhibit A to Ordinance No. 2021-10.pdf](#)

[Tawresey 20210728 Comment to Planning Commission.pdf](#)

[MUTC and HS Rd Map.pdf](#)

[ORD 2021-10 PC Recorded Motion 072921.pdf](#)

[20200924 PC Staff Memo.pdf](#)

[WMP Goals & Policies Related to FAR.pdf](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:**

# Ordinance 2021-10 Revising Bonus Floor Area Ratio (FAR) Options

City Council Public Hearing  
August 24, 2021

# Background

- Interim Control:
    - Passed on March 10, 2020
    - Amended Bonus FAR to:
      - Allow for affordable housing;
      - Transfer unused FAR from the Islander Mobile Home Park (IMHP); &
      - Exclude historic structure square footage from the FAR calculation
    - City Council Directed the Planning Commission to work on a permanent Ordinance.
  - Planning Commission proposal:
    - Allow for affordable housing;
    - Transfer unused FAR from the Islander Mobile Home Park (IMHP);
    - Allow an additional .2 FAR in the Ferry Terminal District for relocating ferry commuter parking.
- Other Considerations:
- Excludes historic structures (definition)
  - Amends the FAR Table
  - 1-year sunset
  - Pursue purchase of IMHP

# Ordinance 2021-10 Revising Bonus Floor Area Ratio (FAR) Options

---

## Pre-Interim Control: 18.12.030.E Bonus Density in Winslow Mixed Use and High School Road Districts

1. Affordable Housing: Build affordable housing with development project or Purchase Residential FAR from Islander Mobile Home Park
2. Purchase Development Rights (Bonus FAR) from the City or private TDR
3. Integrate Public Amenities and/or Infrastructure with Development
4. Community Open Space (Ferry Terminal District)
5. FAR Transfers between MUTC/HS Road Zoned Properties
6. Historic Structure Preservation
7. Relocating Ferry Surface Parking to Under a Building or Underground (Ferry Terminal District)

# Ordinance 2021-10 Revising Bonus Floor Area Ratio (FAR) Options

---

## Changes with Ordinance 2021-10:

1. Affordable Housing: Build affordable housing with development project or Purchase Residential FAR from Islander Mobile Home Park
- ~~2. Purchase Development Rights (Bonus FAR) from the City or private TDR~~
- ~~3. Integrate Public Amenities and/or Infrastructure with Development~~
- ~~4. Community Open Space (Ferry Terminal District)~~
- ~~5. FAR Transfers between MUTC/HS Road Zoned Properties~~
6. Historic Structure Preservation: MOVED TO HISTORIC PRESERVATION CHAPTER
7. Relocating Ferry Surface Parking to Under a Building or Underground (Ferry Terminal District)

Ordinance 2021-10:

Sunsets after 1 year  
(Section 8)

Eliminates Bonus FAR for:  
Market-rate Housing  
(almost entirely)

Eliminates bonus FAR for  
Commercial Development



ZONING DISTRICT  DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC <a href="#">18.12.030.C</a> ]	
Basic Maximum						
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1	0.3
Residential	0.4	0.4	0.3	0.5	0.4	0.3
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3
Maximum with Bonus	Bonus densities require compliance with BIMC <a href="#">18.12.030.E</a>					
Commercial and Other Nonresidential Uses	1.0	0.6	0.6	0.3	0.2	0.6
Residential	1.0	0.6	0.6	1.0	1.1	0.6
Mixed Use [2]	1.5	1.0	1.0 0.9	1.0	1.3 1.2 (1.5 1.4 pursuant to note [3])	1.0 0.9

Ordinance 2021-10  
Revising Bonus  
Floor Area Ratio  
(FAR) Options

---

Next Steps

August 24:  
Public Hearing and Consider Approval

September 10:  
Interim Zoning Control Expires



Department of Planning and Community Development

## Memorandum

Date: August 11, 2021  
To: City Council  
via Blair King, City Manager  
From: Jennifer Sutton, AICP Senior Planner  
Heather Wright, AICP Director  
Subject: DRAFT Ordinance No. 2021-10 (formerly No. 2020-16) Revising Bonus Floor Area Ratio ("FAR") Program

---

---

### I. EXECUTIVE SUMMARY

Proposed Ordinance 2021-10 amends the Bonus FAR program to 1) only allow Bonus residential FAR for affordable housing, 2) allow the unused FAR from the mobile home park to be transferred to other parcels in the Mixed Use Town Center, and 3) allow an additional .2 FAR in the Ferry Terminal District for relocating existing legal surface ferry commuter parking on site.

The Ordinance also amends the definition of floor area to exclude a historic structure from the calculation of FAR for the site, therefore providing an incentive for the preservation of historic structures by not including its floor area in the maximum amount allowed on-site.

The impetus for the proposed ordinance was based on the Council's request in February 2020 that the Planning Commission bring to Council an ordinance to reform the City's bonus FAR program so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development Rights. An interim control has been in place since March 10, 2020 that paused the use of bonus FAR, except for:

- Providing affordable housing as defined in Chapter 18.36 BIMC in accordance with BIMC 18.12.030.E.1.a;
- Transferring unused FAR from the Islander Mobile Home Park to another parcel or parcels in the Mixed Use Town Center District for residential development in accordance with BIMC 18.12.030.E.1.b; or
- Preserving an historic structure located on a state, local, or federal register in accordance with BIMC 18.12.030.E.6. such that, when an historic structure is preserved, the square footage of that structure will not count toward the FAR calculation.

While not included in the Ordinance, the Planning Commission has also recommended that the City Council purchase the unused FAR from the Islander Mobile Home Park. In the event this happens, the Ordinance would be amended to reflect this change.

Finally, the Ordinance recommended by the Planning Commission was to sunset after two years while the City works to improve its affordable housing and transfer of development rights (TDR) programs and/or update the [WMP](#). At their meeting on August 10, 2021, the City Council amended the ordinance to sunset after one year instead of two. On August 10, 2021, the City Council opted to let the existing interim control (Ordinance No. 2021-09) expire on September 10, 2021.

## II. BACKGROUND

On March 10, 2020, the City Council approved an [interim zoning control ordinance](#) related to FAR bonus options in the municipal code, [BIMC 18.12.030.E](#), ([Ordinance No. 2020-10](#)). The interim control became effective immediately and paused the use of bonus FAR, except for subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation). Bonus FAR increases the amount of residential, commercial, or mixed-use development that can be built for some types of projects in some instances.

The FAR and Bonus FAR development provisions only apply within the Mixed Use Town Center (MUTC) and High School Road zoning districts, otherwise known as downtown Winslow or Winslow. See attached map and Exhibit A to Ordinance 2021-10, which amends [BIMC Table 18.12.020-3](#). See definitions of Floor Area and Floor Area Ratio below ([BIMC 18.12.050](#)).

F. Floor Area. Floor area is measured as the total area of all floors within the exterior vertical walls of a building. If any room has a sloping ceiling, no portion of the room measuring less than five vertical feet from the finished floor to the finished ceiling shall be included in the computation of total area.

G. Floor Area Ratio (FAR). "Floor area ratio" is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underneath a building footprint are not counted in floor area ratio calculations.

The City's Bonus FAR program was created in the late 1990's as part of implementing the [Winslow Master Plan \(WMP\)](#); as described in the [WMP](#), bonus FAR incentivizes developers to provide or integrate a variety of community benefits as a way to earn bonus FAR. Each district has different FAR standards for residential, commercial, and mixed-use FAR, and in several districts, the program has a "built-in" incentive for mixed-use development by having a higher mixed-use FAR standard than straight commercial or residential development.

In addition, the Bonus FAR could be purchased from the City to support public farmland and improved amenities downtown. As a result of the interim zoning control, Bonus FAR choices were limited and can now only be obtained or used currently under the following circumstances:

- Providing affordable housing as defined in Chapter 18.36 BIMC in accordance with BIMC 18.12.030.E.1.a;
- Transferring unused FAR from the Islander Mobile Home Park to another parcel or parcels in the Mixed Use Town Center District for residential development in accordance with BIMC 18.12.030.E.1.b; or
- Preserving an historic structure located on a state, local, or federal register in accordance with BIMC 18.12.030.E.6. such that, when an historic structure is preserved, the square footage of that structure will not count toward the FAR calculation.

The Interim Zoning Control [Ordinance No. 2020-10](#) includes an exclusion recognizing development rights that were purchased from the City or otherwise acquired prior to the effective date of the ordinance, as

well as a provision recognizing vested rights. At their [August 25, 2020 meeting](#), the City Council held a public hearing on [Ordinance No. 2020-20](#) and voted to extend the Interim Zoning Control until March 10, 2021. On [February 23, 2021](#) the City Council extended the interim control again, approving [Ordinance No. 2021-09](#). The Interim Zoning Control is currently set to expire on September 10, 2021 unless the City Council extends again by approving Ordinance No. 2021-22. The City Council will discuss extending the Interim Zoning Control at their meetings on August 10 and 24, 2021.

In response to the interim control ordinance, the Planning Commission began work on changes to the bonus FAR program in the Spring of 2020 and discussed through Summer and Fall 2020. On July 9, 2020 the Commission also discussed how to pursue eliminating the sale of Islander Mobile Home Park residential FAR. This would eliminate all of the options for achieving Bonus FAR except for building new affordable housing (BIMC 18.12.030.E.1.a).

On August 27, 2020, the Planning Commission discussed a memo from staff that provided analysis on the proposal to the Bonus FAR program to the Comprehensive Plan. On October 8, 2020 the Planning Commission completed their recommendations for Ordinance No. 2020-16, including adding back in Section 18.12.030.E.7 related to ferry parking. The Planning Commission also included a cover letter to the City Council for the November 17, 2020 check-in (see attached). The Planning Commission sought City Council feedback on their recommendation to date on November 17, 2020. At the November 17 City Council meeting, the Council directed the City Manager to contact the Islander Mobile Home Park Association regarding purchasing the remaining mobile home park FAR. The City is continuing to discuss this option.

### III. DRAFT Ordinance No. 2021-10 (formerly 2020-16)

As directed by the City Council on February 25, 2020, the Planning Commission was tasked to bring back to Council as quickly as possible an ordinance that will reform the City's bonus FAR program so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development Rights. The Planning Commission began their discussion on [March 12, 2020](#), and it continued on [May 14 and 28, June 11, June 25, July 9, August 27, and September 10 and 24, and October 8, 2020](#). The Planning Commission had formed a subcommittee that came back with recommendations on revising the Bonus FAR program on June 11. The Commission affirmed the committee's recommendations for revising the Bonus FAR program, and those recommendations were integrated into DRAFT Ordinance No. 2020-16 (now Ordinance No. 2021-10).

DRAFT Ordinance No. 2021-10 removes all the bonus FAR provisions of BIMC 18.12.030.E except the [Subsection E.1 and Subsection E.7](#), related to affordable housing and relocating surface ferry parking under a building or below ground, respectively. The Planning Commission recommends relocated the FAR provisions related to preserving historic buildings to the [BIMC Chapter 18.24 Historic Preservation Program](#). By removing all of the ways of achieving bonus FAR except through the provisions of affordable housing, DRAFT Ordinance No. 2021-10 de facto eliminates all of the ways to achieve bonus FAR for commercial-only developments- (except for those properties with historic buildings- see above).

This change means that there would not be a base AND bonus FAR for commercial development, only a FAR standard for commercial development. This change would be made BIMC Table 18.12.020-3- see EXHIBIT A to DRAFT Ordinance No. 2021-10. The [staff memo prepared for the September 24, 2020 Planning Commission meeting](#) had a staff Comprehensive Plan analysis of the changes to the Bonus FAR program.

The Planning Commission has indicated that this ordinance is an interim step, while the City works to improve its affordable housing and transfer of development rights (TDR) programs and/or update the [WMP](#). To that end, Section 8 of Ordinance No. 2021-10 provides for the ordinance to sunset after 1 year.

The Planning Commission held a public hearing on Ordinance No. 2021-10 on July 29, 2021. One comment was received (see attached). After closing the public hearing, the Planning Commission voted to recommend approval of Ordinance No 2021-10 to the City Council (see attached Recorded Motion).

#### IV. NEXT STEPS

The City Council discussed this ordinance on August 10, and scheduled a public hearing for August 24. If the Council takes action on this ordinance on August 24, Ordinance 2021-10 would take effect on September 10, 2021, when the current interim zoning control expires.

***PUBLIC HEARING DRAFT***

**ORDINANCE NO. 2021-10  
(Formerly Ordinance No. 2020-16)**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to bonus floor area ratio and amending Table 18.12.020-3, and Sections 18.12.030.E., 18.12.050, 18.24.010, 18.27.040, and 18.27.080 of the Bainbridge Island Municipal Code.

**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 zoning controls and other regulations 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**, balancing affordable housing, historic preservation, growth management, and sustainable development continues to be a local, regional, and national challenge due to many social and economic factors; and

**WHEREAS**, the City has encouraged affordable housing construction by adopting “bonus density” programs that allow for increases in density above the underlying zoning if the additional density creates affordable housing; and

**WHEREAS**, the intent of the Comprehensive Plan is to place residential density, inclusive of affordable housing, in the Winslow core area near infrastructure such as transportation hubs (e.g., ferry service, bus service, highway access), sewer, water, reliable electrical power, and retail stores; and

**WHEREAS**, the intent of such policies is to manage growth consistent with the Growth Management Act, reduce infrastructure costs, and follow general principles of sustainable community development; and

**WHEREAS**, the City Council is interested in evaluating the applicability, use, and effectiveness of the bonus density options provided for and as described in BIMC 18.12.030.E. and Table 18.12.020-3, including related to the purchase of development rights, the provision of public amenities and/or infrastructure, the provision of community open space, floor area ratio transfers related to the Mixed Use Town Center and High School Road districts, and ferry-related parking; and

**WHEREAS**, on February 25, 2020, the Council passed unanimously the following motion: “I move to direct the City Manager to work with the Planning Commission and any other appropriate City committees or commissions to bring back to Council as quickly as possible an ordinance that will reform the City’s bonus FAR programs so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development

Rights;” and

**WHEREAS**, on March 10, 2020, the City Council approved an interim zoning control ordinance related to Floor Area Ratio (“FAR”) density bonus options (Ordinance No. 2020-10); and

**WHEREAS**, the Planning Commission discussed these policies on February 27 and March 12, 2020 and formed a subcommittee of Commissioners Chester, Paar, and Quitslund to work on this topic; and

**WHEREAS**, the subcommittee brought back their recommendations to the full Planning Commission for discussion on May 14 and 28, 2020, met again, and brought back revised recommendations for the June 11, 2020 Commission meeting and the full Planning Commission came to consensus on a set of amendments to bonus FAR regulations; and

**WHEREAS**, the Planning Commission and City Council held a joint meeting on June 22, 2020 to discuss the bonus FAR regulations and how they are interrelated with other land use issues such as improving affordable housing and transfer of development rights programs; and

**WHEREAS**, the Planning Commission discussed Ordinance No. 2020-16 on June 25 and July 9, 2020 and made additional recommendations on revising BIMC 18.12.030.E.; and

**WHEREAS**, the Planning Commission recommends retaining and revising Subsection E.1.a. and Subsection E.7. and eliminating other provisions related to obtaining Bonus FAR; and

**WHEREAS**, the Planning Commission recommends that Subsection E.2., related to obtaining Bonus FAR through the City’s Transfer of Development Rights (“TDR”) program, be deleted at this time and reconsidered at a later date as part of updating the TDR program; and

**WHEREAS**, the Planning Commission recommends moving Subsection E.6. related to Historic Structure provisions to Chapter 18.24 BIMC, Historic Preservation, and to BIMC 18.12.050; and

**WHEREAS**, the Planning Commission recommends that the City pursue eliminating the Bonus FAR provisions related to the Islander Mobile Home Park, Subsection E.1.b., and selling its unused residential FAR, if legally and economically feasible; and

**WHEREAS**, on August 25, 2020, the City Council approved Ordinance No. 2020-20 extending the interim zoning control on the City’s bonus FAR program for six an additional months; and

**WHEREAS**, the Planning Commission continued discussion of proposed Ordinance No. 2020-16 related to revising the Bonus FAR Program on September 10, 24, and October 8, 2020; and

**WHEREAS**, in fall 2020, the Planning Commission recommended adoption of Ordinance No. 2020-16 as an interim measure while the City Council, the Planning Commission, and Planning Staff address broader revisions to the zoning code, including base FAR and whether to replace it with other measures such as form-based zoning; and

**WHEREAS**, in recommending Ordinance No. 2020-16 as an interim ordinance, the Planning Commission recommended that the ordinance should sunset or end after 2 years; and

**WHEREAS**, on November 17, 2020, the City Council discussed Ordinance No. 2020-16, the current amendments to the City's bonus FAR program recommended by Planning Commission together with representatives from the Planning Commission, and the City Council provided policy guidance to the Planning Commission on outstanding policy questions, including directing the City Manager to contact the Islander Mobile Home Park regarding potential purchase of its floor area ratio by the City; and

**WHEREAS**, on November 19, 2020, the Planning Commission discussed the City Council feedback from November 17 and indicated that the City could move forward with Ordinance No. 2020-16 without any changes to BIMC 18.12.030.E.1.b. related to Islander Mobile Home Park FAR; and

**WHEREAS**, on February 23, 2021, the City Council approved Ordinance No. 2021-09 extending the interim zoning control ordinance related to Floor Area Ratio density bonus options (Ordinance Nos. 2020-10 and 2020-20) for six additional months, until September 10, 2021, to allow time to complete work on Ordinance No. 2021-10 (formerly Ordinance No. 2020-16); and

**WHEREAS**, on July 22, 2021, the Planning Commission reviewed an updated version of Ordinance No. 2021-10; and

**WHEREAS**, after holding and closing a public hearing on July 29, 2021, the Commission recommended approval of this Ordinance No. 2021-10 to the City Council; and

**WHEREAS**, notice was given on July 16, 2021, to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

**WHEREAS**, on August 10, 2021, the City Council considered this Ordinance No. 2021-10, revised Section 8 of the ordinance so that the ordinance will sunset after one year instead of two years, and set a public hearing for August 24, 2021 to accept public comment and further consider this ordinance; and

**WHEREAS**, on August 24, 2021, the City Council conducted a public hearing on this Ordinance No. 2021-10 and the Council received and considered public comment on the ordinance; and

**WHEREAS**, on August 24, 2021, after considering such public comment, the City Council adopted this Ordinance No. 2021-10; and

**WHEREAS**, because this ordinance relates directly to the above described interim control that is in effect currently pursuant to Ordinance No. 2021-09, the effective date of this ordinance will coincide with the scheduled expiration of that interim control, such that at the point at which the interim control expires, this ordinance will take effect. That interim control is scheduled to expire on September 10, 2021.

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

**Section 1.** Table 18.12.020-3 of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

**Section 2.** Section 18.12.030.E. of the Bainbridge Island Municipal Code is hereby amended as follows:

E. Bonus Density to incentivize affordable housing in Winslow Mixed Use and High School Road Districts. Eligible properties may increase achieve a maximum level of development-above the base FAR, as provided for in Table 18.12.020-3, by using one, or a combination of, the following FAR bonus provisions. The FAR bonus provisions may be combined to achieve the maximum level of development established for each district. In no case shall the total commercial, residential or mixed use FAR exceed the maximum FAR as provided for in Table 18.12.020-3.

1. Optional Affordable Housing.

- a. FAR Bonus. Up to 100 percent of the maximum residential FAR bonus may come from providing affordable housing as defined in Chapter 18.36 BIMC; provided, that the difference between the base residential FAR and the maximum residential FAR shall be dedicated to affordable housing. A portion of the total floor area that is of common use and benefit to the entire residential development (for example, interior halls, stairwells, laundry rooms, exercise rooms) may be included in the calculation of the affordable housing component. This portion shall be the same percentage as the affordable housing provided. For example, if 20 percent of the living unit floor area is for affordable housing, then 20 percent of the common floor area may be included in the total affordable housing calculation. Development of the optional affordable housing shall be in accordance with Chapter 18.21 BIMC and Table 18.12.030.

**Table 18.12.030: Optional Affordable Housing Bonus Summary Table**

Size of Development	Residential development less than 10,000 sq. ft.	Residential development of 10,000 sq. ft. but less than 60,000 sq. ft.	Residential development more than 60,000 sq. ft.
<b>Affordable Housing FAR Bonus</b>	Must provide 100 percent of bonus square footage for extremely low, very low, or moderate income groups.	Must comply with following ratios: (a) 100 percent of bonus for all moderate; OR (b) 0.2 of bonus for extremely low, very low, or low income groups; 0.5 of bonus for moderate income group; and 0.3 of bonus for middle income group.	Must comply with following ratios: 0.1 of bonus for extremely low, very low or low income groups; 0.6 of bonus for moderate income group; and 0.3 of bonus for middle income group.

b. Preservation of the Islander Mobile Home Park. Preservation of the Islander Mobile Home Park as an existing park site for manufactured homes shall be encouraged through the following provisions.

i. Unused FAR from the parcel on which the mobile home park is located may be transferred to another parcel or parcels within the Mixed Use Town Center. For example, the base FAR for the mobile home park would be calculated, less the FAR of the mobile homes. In exchange for permanently preserving the mobile home park, the owner of the property may transfer the unused FAR to another parcel or parcels in the Mixed Use Town Center, where it may be used as bonus FAR above the base FAR for that district.

ii. Permanent preservation of the mobile home park may be used as an affordable housing bonus on another parcel or parcels within the Mixed Use Town Center. For example, in exchange for preserving the mobile home park, the owner of the property would be deemed to have met the affordable housing bonus provisions of subsection A.1 of this section, and could achieve the maximum FAR bonus for residential development on another parcel or parcels in the Mixed Use Town Center. The owner of the mobile home park may either apply the FAR bonus to another parcel(s) he or she owns, or transfer or sell the bonus to another property owner in the Mixed Use Town Center.

~~2. Purchase of Development Rights. Up to 100 percent of the maximum residential, commercial or mixed use FAR bonus may come from the purchase of development rights as provided for in Chapter 18.27 BIMC. The cost of development rights shall be established by resolution of the city council.~~

~~3. Public Amenities and/or Infrastructure. At the applicant's option, a portion of the bonus may be earned through the provision of public amenities, infrastructure, and/or preservation of a heritage tree(s) on site, pursuant to an adopted city council resolution clarifying the amount of credit awarded for different provision of different public amenities and/or infrastructure, as follows:~~

~~a. Up to 40 percent of the maximum residential, commercial or mixed use FAR bonus may come from monetary contributions toward public amenities and/or infrastructure beyond that required for SEPA mitigation. The amount of the contribution shall be established by resolution of the city council. Funds contributed to the public amenities and/or infrastructure shall be used exclusively in the Mixed Use Town Center or High School Road districts, for projects identified in the six year capital facilities program, or approved by the city.~~

~~b. In lieu of the contribution of funds as provided for in subsection E.3.a of this section, and subject to approval by the director or designee, the public amenities FAR bonus may be achieved by the preservation of a heritage tree(s) on site, construction of public amenities and/or infrastructure beyond that required to mitigate the impacts of development. Public amenities and/or infrastructure projects shall be located in the Mixed Use Town Center or High School Road districts, and shall be chosen from~~

projects identified in the six-year capital facilities program, or approved by the city.

~~4. Community Open Space. In the ferry terminal district, up to 60 percent of the maximum residential, commercial or mixed-use FAR bonus may be achieved by providing community open space of one acre, or 20 percent of the parcel area, whichever is greater. The community open space shall be located in or in the immediate vicinity of locations identified in Figure 4.1 of the Winslow master plan. The open space must be located on the same parcel that is being developed, and must be on land that would be otherwise buildable. Adequate public access to the community open space must be provided. The city shall consider approving the bonus, taking into consideration the configuration, public use and accessibility of the proposed open space. In cases where a development project utilizes the community open space bonus provision in conjunction with the purchase of development rights bonus provision, all funds collected from the purchase of development rights shall go toward the preservation of agricultural lands fund.~~

~~5. Winslow Town Center Mixed Use/High School Road FAR Transfers. Up to 20 percent of the maximum residential, commercial or mixed-use FAR bonus may come from transfers of FAR from parcels within the Mixed Use Town Center and the High School Road districts. The transfer shall create permanent open space through open space preservation covenants on sending parcels that contain critical areas as defined in Chapter 16.20 BIMC. For example, development potential in the ravine of the gateway district may be shifted to the upland area; provided, that the requirements of Chapter 16.20 BIMC are satisfied.~~

~~6. Historic Structure Preservation. When an historic structure is preserved on site, the FAR of that historic structure shall not be included in the calculation of total FAR for the site. The historic structure must be included on a state, local or federal register.~~

~~2 7. Ferry-Related Parking. In the ferry terminal district, an additional 0.2 FAR may be achieved by relocating existing legal surface ferry commuter parking on site (as shown on Figure 6.2 of the Winslow master plan) to under-building or below-grade parking. The percentage of the additional FAR that is achieved shall be dependent upon the percentage of parking that is relocated. For example, if 50 percent of existing surface ferry commuter parking on site is relocated under-building or below grade, then 50 percent of the total additional FAR (or 0.1 FAR) may be achieved.~~

**Section 3.** Section 18.12.050 of the Bainbridge Island Municipal Code is hereby amended as follows:

G. Floor Area Ratio (FAR). “Floor area ratio” is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underneath a building footprint are not counted in floor area ratio calculations. When an historic structure is preserved on site, the floor area ratio of that historic structure shall not be included in the calculation of total floor area ratio for the site. The historic structure must be included on a state, local, or federal register.

**Section 4.** Section 18.24.010 of the Bainbridge Island Municipal Code is hereby amended as follows:

C. Zoning Code Relief. Designated local register properties may be authorized for a use not otherwise permitted in a certain zone. The planning director may approve said use through an administrative conditional use (BIMC 2.16.050). The planning director may also waive or modify development standards such as: setbacks, open space, lot coverage, landscape buffers and parking requirements. When an historic structure is preserved on site, the floor area ratio of that historic structure shall not be included in the calculation of total floor area ratio for the site. The historic structure must be included on a state, local, or federal register.

**Section 5.** Section 18.27.040 of the Bainbridge Island Municipal Code is hereby amended as follows:

18.27.040 Receiving areas for development rights.

~~A. Winslow Mixed Use Town Center and High School Road Districts. Developments in the Mixed Use Town Center (MUTC) and the High School Road districts are eligible for increases in floor area ratio as provided for in BIMC 18.12.030.E.1.~~

~~B. NC Districts. The neighborhood centers (NC) are eligible for increased density through the purchase or transfer of development rights in accordance with BIMC 18.12.030.D.1 and D.3, as amended.~~

~~C. R-8 Districts. The urban single family overlay district (R-8SF) is eligible for increased density through the purchase or transfer of development rights for specified lots in the R-2.9, R-3.5, and R-4.3 zone districts.~~

**Section 6.** Section 18.27.080 of the Bainbridge Island Municipal Code is hereby repealed in its entirety as follows:

~~18.27.080 Use of development rights in Mixed Use and High School Road districts.~~

~~A. In order to use development rights to increase floor area ratio within the Mixed Use Town Center or High School Road districts as provided in BIMC 18.12.030.E, an applicant must out an application in a form approved by the city. The application shall include the amount of the requested increase in floor area ratio, and the fee, if any, of the increased floor area ratio. The fee for development rights to increase floor area ratio shall be established by resolution of the city council.~~

~~B. The approved application to utilize development rights to increase floor area ratio within the receiving area must be part of a site plan and design review application under BIMC Title 2. The site plan must indicate the increase in floor area ratio (FAR).~~

~~C. The use of development rights shall be reviewed for conformance with the design review provisions of BIMC 18.18.030.~~

**Section 7. Effect on Vested Rights.** Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any property owner's or property leaseholder's vested development rights as defined by state law and City of Bainbridge Island regulations.

**Section 8.** The amendments to the Bainbridge Island Municipal Code approved by this ordinance shall sunset one year from the effective date of this ordinance.

**Section 9. Severability.** Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 10.** This ordinance shall take effect and be in force immediately upon the expiration of the related interim zoning control that is in effect currently pursuant to Ordinance No. 2021-09. That interim control is scheduled to expire on September 10, 2021.

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: August 6, 2021 (Updated August 13, 2021)  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_, 2021  
PUBLISHED: \_\_\_\_\_, 2021  
EFFECTIVE DATE: \_\_\_\_\_, 2021 (This ordinance is effective immediately upon the expiration of the related interim zoning control that is in effect currently pursuant to Ordinance No. 2021-09. That interim control is scheduled to expire on September 10, 2021.)  
ORDINANCE NUMBER: 2021-10

Exhibit A: Table 18.12.020-3 of the Bainbridge Island Municipal Code

**Exhibit A to Ordinance No. 2021-10**

**Revisions to Table 18.12.020-3**

ZONING DISTRICT  DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]	
<b>Basic Maximum</b>						
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1	0.3
Residential	0.4	0.4	0.3	0.5	0.4	0.3
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3
<b>Maximum with Bonus</b>	Bonus densities require compliance with BIMC 18.12.030.E					
<b>Commercial and Other Nonresidential Uses</b>	<b>1.0</b>	<b>0.6</b>	<b>0.6</b>	<b>0.3</b>	<b>0.2</b>	<b>0.6</b>
Residential	1.0	0.6	0.6	1.0	1.1	0.6
Mixed Use [2]	1.5	1.0	<b>1.0 0.9</b>	1.0	<b>1.3 1.2 (1.5 1.4</b> pursuant to note [3])	<b>1.0 0.9</b>

\*\*\*\*\*

[1] If the existing FAR for a developed property as of May 21, 1998, is higher than the base FAR for that district, then the existing FAR will be considered the base FAR for that developed property. Total FAR may not be exceeded.

[2] In mixed use development, the established FAR in the residential and commercial components shall not be exceeded. For the residential FAR bonus provisions for qualifying housing design demonstration project, refer to the bonus density provisions in BIMC 2.16.020.S.8.

[3] In mixed use development in the ferry terminal district, an additional 0.2 FAR is permitted in accordance with **BIMC 18.12.030.E.27**. The additional FAR may be applied to either the residential or commercial component of the mixed use development.

\*\*\*\*\*

**From:** [JOHN TAWRESEY](#)  
**To:** [PCD](#)  
**Cc:** [alicetaw@aol.com](mailto:alicetaw@aol.com)  
**Subject:** July 29, 2021 Planning Commission Public Hearing  
**Date:** Wednesday, July 28, 2021 11:55:11 AM  
**Attachments:** [July 29 2021 Public Hearing on FAR - Ferry Terminal District.docx](#)

---

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Jennifer,

Please find attached my comments regarding the Ferry Terminal District FAR.

John G Tawresey SE, FSEI, FTMS, Hon. M. TMS, Dist. M. ASCE  
CFO Kpff Consulting Engineers - Retired  
213 Gowen PL NW  
Bainbridge Island, WA 98110  
206-669-1989

Written Comment to the Department of Planning and Community Development  
July 28, 2021

From: John Tawresey  
Subject: FAR in the Ferry Terminal District

Existing Condition:

1. Because it is a transportation hub, the Ferry Terminal District is different and unique compared to other MUTC districts.
2. A developer will not add one affordable unit to gain FAR when the affordable unit return on investment is lower than the market rate unit. Affordable units need to be subsidized. Adding 100% FAR only to affordable units provides no subsidy.
3. Surface parking in the FTD is the highest and best use of the land when a .4 FAR is the limiting value.
4. Developable land is limited in the FTD.
5. Analysis shows that ordinance 2021-10 will reduce the development in the FTD from approximate 300 units to 100 units (see table).

Ferry Terminal District

Unit Size 1200 Square Foot  
Base FAR 0.4  
Maximum FAR 1.2 Allowed only if all additional FAR is affordable

Map Parcel	Owner	Address	Lot		Developable	
			SQ-FT	Existing Building SQ-FT	FAR 0.4	FAR 1.2
106	OSTENSON & SWEAZEY Inv	220 Olympic Dr SE	47480	1344	16	47
150	WINSLOW MARINE LLC	290 Olympic DR SE: Diamond lot	141134	0	47	141
161	KITSAP TRANSIT	260 Olympic DR SE: Bus & Transit	41818	2058	0	0
108	STATE OF WA DOT	270 Olympic DR SE: Ferry Terminal	226948	9368	0	0
076	TORCH INVEST LLC	Parking east of Diamond Lot	11761	0	4	12
075	DIAMOND PARKING INC	Parking east of Diamond Lot	4792	0	2	5
074	DAUGHTERS OF AMERICAN REV	Parking east of Diamond Lot	32234	0	11	32
103	701 WINSLOW LLC	701 WINSLOW WAY E:	6098	3075	2	6
104	SOLARMARINE LLC	755 WINSLOW WAY E	12632	7901	4	13
105	HARRIS DENISE D	761 WINSLOW WAY E	12632	651	4	13
003-00	TAWRESEY JOHN & ALICE B	Cave Ave.	29185	0	10	29
010	COLE CLIFFORD & ELIZABETH	682 Winslow Way E: Pine Building	5227	1192	2	5
BL Development	Many owners - Fully Developed					
Harbor Square	Many owners - Fully Developed					
				Total	101	303

### Questions for Planning:

1. Does the GMA give direction for densities in transportation hubs?
2. Does the WMP recognize the FTD as a transportation hub?
3. What is the best location in the MUTC for affordable housing?
4. If FAR could be purchased for the FTD could the money be used to subsidize affordable housing?

### Recommendation:

To justify development in the Ferry Terminal District, a base of FAR of .8 is necessary. Otherwise, no residential, affordable or market rate, will be built and surface parking will remain.





# PLANNING COMMISSION RECORDED MOTION

<b>Planning Commission Meeting Date:</b>	<b>July 29, 2021</b>
<b>Ordinance:</b>	2021-10 Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E
<b>Decision Maker:</b>	<b>City Council</b>

**Planning Commission Role and Responsibility:** Pursuant to [BIMC 2.16.180](#), Planning commission review and recommendation is required for amendments to BIMC Chapter 2.16, and BIMC Titles [16](#), [17](#), and [18](#), area-wide rezones initiated by the city, or area-wide rezones associated with a privately initiated amendment to the comprehensive plan.

**Planning Commission Action:**

1. In making a recommendation, the planning commission shall consider applicable decision criteria of this chapter, all applicable law, the comprehensive plan, public comment, and any necessary documents and approvals.
2. The planning commission shall issue a written recommendation that contains (a) a statement recommending that the proposed amendment be approved, approved as amended, or denied, and (b) a statement of facts upon which the recommendation is based and the conclusions derived from those facts.
3. The planning commission’s written recommendation and other documents upon which its decision is based shall be immediately transmitted to the city council and department director.

**Findings of Fact and Reasons for Action**

On February 25, 2020, the City Council directed the Planning Commission to bring back an ordinance that would reform the City’s Bonus FAR program to only allow bonus FAR in relation to affordable housing, historic preservation, and transfer of development rights. During its discussions, the Planning Commission recommended removing the allocation of bonus FAR for historic preservation to the historic preservation section of the code. The proposed ordinance would reform the City’s FAR program to only allow bonus FAR in relation to affordable housing and the relocation of ferry surface parking. The ordinance is intended to be an interim regulation with a two-year sunset for the purpose of allowing the City Council to revise the Winslow Master Plan and develop an affordable housing program and a transfer of development rights program, which will all be used to then determine whether changes are necessary to the FAR base and bonus programs within the Winslow mixed use town center.

**Recommendation:**

The Planning Commission recommends the City Council:

- Approve the ordinance.
- Approve the ordinance as amended.
- Deny the ordinance.



# PLANNING COMMISSION RECORDED MOTION

**Recorded motion on:** July 29, 2021

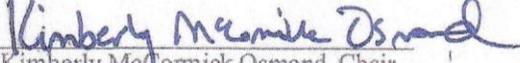
**I move to approve Ordinance 2021-10.  
Blossom/Mathews**

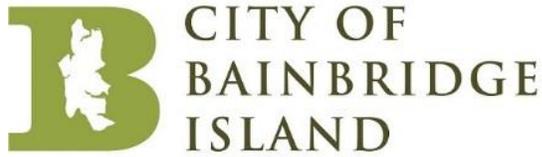
**Planning Commission Record of Vote:**

<u>Commissioner</u>	<u>Support</u>	<u>Oppose</u>	<u>Absent</u>	<u>Abstain</u>
McCormick Osmond	X			
Paar	X			
Chester	X			
Macchio	X			
Blossom	X			
Mathews	X			
Subramanian	X			
<b>Total</b>	<b>7</b>			

**CITY OF BAINBRIDGE ISLAND PLANNING COMMISSION**

  
Jane Rasely, Administrative Specialist

  
Kimberly McCormick Osmond, Chair



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

MEMORANDUM

**Date:** September 24, 2020  
**To:** Planning Commission  
**From:** Jennifer Sutton, AICP  
Senior Planner  
**Subject:** Planning Commission Review of DRAFT Ordinance No. 202-16 Re: Bonus FAR Program

---

---

I. BACKGROUND

On March 10, 2020, the City Council approved an [interim zoning control ordinance](#) related to Floor Area Ratio ("FAR") bonus options ([Ordinance No. 2020-10](#)). The interim control became effective immediately and paused the use of bonus FAR, which increases the amount of residential, commercial, or mixed-use development that can be built for some types of projects in some instances. At their [August 25, 2020 meeting](#), the City Council will held a public hearing on Ordinance No. 2020-20 and voted to extend the Interim Zoning Control until March 10, 2021.

The FAR and Bonus FAR development provisions only apply within the Mixed Use Town Center (MUTC) and High School Road zoning districts, otherwise known as downtown Winslow or Winslow. See attached map and excerpt of [BIMC Table 18.12.020-3](#). See definitions of *Floor Area* and *Floor Area Ratio* below ([BIMC 18.12.050](#)).

F. Floor Area. Floor area is measured as the total area of all floors within the exterior vertical walls of a building. If any room has a sloping ceiling, no portion of the room measuring less than five vertical feet from the finished floor to the finished ceiling shall be included in the computation of total area.

G. Floor Area Ratio (FAR). "Floor area ratio" is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underneath a building footprint are not counted in floor area ratio calculations.

The City's Bonus FAR program was created in the late 1990's as part of implementing the [Winslow Master Plan \(WMP\)](#); as described in the [WMP](#), bonus FAR incentivizes developers to provide or integrate a variety of community benefits as a way to earn bonus FAR. Each district has different FAR standards for residential, commercial, and mixed-use FAR, and in several districts, the program has a "built-in" incentive for mixed-use development by having a higher mixed-use FAR standard than straight commercial or residential development.

In addition, the Bonus FAR could be purchased from the City to support public farmland and improved amenities downtown. As a result of the interim zoning control, Bonus FAR choices were limited and can now only be obtained or used currently under the following circumstances:

- Providing affordable housing as defined in Chapter 18.36 BIMC in accordance with BIMC 18.12.030.E.1.a;
- Transferring unused FAR from the Islander Mobile Home Park to another parcel or parcels in the Mixed Use Town Center District for residential development in accordance with BIMC 18.12.030.E.1.b; or
- Preserving an historic structure located on a state, local, or federal register in accordance with BIMC 18.12.030.E.6. such that, when an historic structure is preserved, the square footage of that structure will not count toward the FAR calculation.

[Ordinance No. 2020-10](#) includes an exclusion recognizing development rights that were purchased from the City or otherwise acquired prior to the effective date of the ordinance, as well as a provision recognizing vested rights. On August 25, 2020, the City Council voted to extend the interim control March 10, 2021.

## II. DRAFT ORDINANCE NO. 2020-16

As directed by the City Council on February 25, 2020, the Planning Commission has been tasked to bring back to Council as quickly as possible an ordinance that will reform the City's bonus FAR program so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development Rights. The Planning Commission began their discussion on [March 12, 2020](#), and it continued on [May 14 and 28, June 11, June 25, July 9, August 27, and September 10, 2020](#). The Planning Commission had formed a subcommittee that came back with recommendations on revising the Bonus FAR program on June 11. The Commission affirmed the committee's recommendations for revising the Bonus FAR program, and those recommendations were integrated into DRAFT Ordinance No. 2020-16.

DRAFT Ordinance No. 2020-16 removes all the bonus FAR provisions of BIMC 18.12.030.E except the [Subsection E.1.a and Subsection E.7](#), related to affordable housing and relocating surface ferry parking under a building or below ground, respectively. The Planning Commission recommends relocated the FAR provisions related to preserving historic buildings to the [BIMC Chapter 18.24 Historic Preservation Program](#). By removing all of the ways of achieving bonus FAR except through the provisions of affordable housing, DRAFT Ordinance No. 2020-16 de facto eliminates all of the ways to achieve bonus FAR for commercial-only developments (except for those properties with historic buildings- see above).

This change means that there would not be a base AND bonus FAR for commercial development, only a FAR standard for commercial development. This change would be made BIMC Table 18.12.020-3- see EXHIBIT A to DRAFT Ordinance No. 2020-16. Staff included two options for EXHIBIT A for the Planning Commission to consider. EXHIBIT A Option 1 sets the commercial FAR standard at the level of the current maximum commercial FAR. Staff recommended this Option as best supported by the Comprehensive Plan (see discussion below). EXHIBIT A Option 2 set the commercial FAR standard at the level of the current base commercial FAR. The Commission recommended to move forward with Option 2 at their September 24 meeting (see current Exhibit A to Ordinance 2020-16).

## III. COMPREHENSIVE PLAN

As mentioned above, the bonus FAR program was originally added in the late 1990's as part of implementing the [Winslow Master Plan \(WMP\)](#), which was originally approved in 1998 and substantially updated in 2006. The WMP went into the details about how Winslow could grow and change to support the broader smart growth principles of the City's [Comprehensive Plan](#). Those smart growth principles

were reaffirmed in the recent Comprehensive Plan Update, including the [Land Use Vision 2036](#) and the City's growth plan, the Island-wide Conservation and Development Strategy.

#### **ISLAND-WIDE CONSERVATION AND DEVELOPMENT STRATEGY GOAL LU-4**

As part of a long-term Island-wide Conservation and Development Strategy, focus residential and commercial development in designated centers, increase a network of conservation lands, maximize public access while protecting the shoreline, minimize impacts from the SR 305 corridor and conserve the Island's ecosystems and the green and open character of its landscape.

The Island-wide Conservation and Development Strategy, Land Use Element Goals LU-5 through LU-8 and supporting policies promote housing and commerce in designated centers including downtown Winslow and describe the positive benefits of that growth pattern.

**Policy LU 5.1** Winslow is the urban core of the Island while the Neighborhood Centers are smaller-scale mixed-use centers. In order to achieve the goals of the GMA this Plan:

- Encourages development in areas where public facilities and services exist or can be provided in an efficient and effective manner.
- Provides a vibrant, pedestrian-oriented core.
- Reduces sprawl.
- Provides choice of housing location and lifestyle.
- Maintains and protects environmentally sensitive and resource lands.
- Encourages the retention of open space.
- Maintains and enhances fish and wildlife habitat.

**GOAL LU-6** Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property.

**Policy LU 6.1** Land use designations reflect the priority of Bainbridge Island to remain primarily residential and agricultural with nonresidential development concentrated in the designated centers.

**Policy LU 6.2** Promote dense residential and commercial development and encourage human activity within Winslow, the heart of Bainbridge Island. In order to create a vibrant city center direct growth where infrastructure exists, reduce reliance on the automobile, provide opportunities for affordable housing and absorb growth that would otherwise be scattered in outlying areas. Plan for adequate parking in Winslow to accommodate residents and visitors who drive downtown for shopping, participation in local government, attendance at cultural events and centers, and to use other resources in Winslow.

**GOAL LU-7** The Winslow mixed use and commercial districts are designed to strengthen the vitality of downtown Winslow as a place for people to live, shop and work. The Winslow Mixed Use Town Center (MUTC) is intended to have a strong residential component to encourage a lively community during the day and at night. The high residential density of Winslow requires the Central Core Overlay District to provide services and products that meet the needs of residents as well as visitors. Policy

**LU 7.1** The Island's major center for new commercial development is the Mixed Use Town Center (MUTC) and the other commercial districts in Winslow. Development within the MUTC and High School Road Districts shall be consistent with the Winslow Master Plan. The level of development is

determined using Floor Area Ratio (FAR) rather than dwelling units per acre. The use of FAR may result in an increase in the base level of development (density) over the existing zoning, but will provide greater flexibility in type and size of housing units that will further the goals of this Plan.

The above Land Use Element policies are merely a smattering that support the City's [Comprehensive Plan](#) anti-sprawl land use strategy. Additional support can be found in the Comprehensive Plan Elements hyperlinked below.

[Introduction](#)

[Land Use Element](#)

[Economic Element](#)

[Housing Element](#)

[Transportation Element](#)

### **[Winslow Master Plan](#)**

As mentioned above, the [Winslow Master Plan \(WMP\)](#) describes a Winslow that is a major component of the City's overall land use strategy as the Island's primary center for commerce and housing. The "bonus FAR tool" is described in the [WMP](#) as a way to achieve community benefits above and beyond what is required by the BIMC. See attached document of [WMP](#) goals, policies and information specifically related directly to the bonus FAR program. The very first page of the [WMP](#) distills these community goals (below):

#### *WHY A MASTER PLAN FOR WINSLOW?*

The Comprehensive Plan establishes the vision and overall framework for the future of Winslow. It is designated as the major area of urban concentration — the commercial, cultural and commuter hub of the Island.

Higher intensity of residential and commercial activity is recommended for Winslow to 1) encourage development where public facilities and services exist or can be efficiently expanded, 2) provide choice of housing for all economic segments of the population, 3) reduce sprawl elsewhere on the Island, 4) encourage efficient multimodal transportation, and 5) encourage economic development within Winslow.

*WMP Chapter 1 Introduction & Summary*

### ***BONUS FAR Changes Reduces New Commercial Development***

As seen above, the [Comprehensive Plan](#) and [WMP](#) identify and promote Winslow as the commercial center for Bainbridge Island. The Planning Commission recommendation to modify the bonus FAR provisions, DRAFT Ordinance No. 2020-16, eliminates the ability to purchase FAR from the City would limit the ability of commercial development to achieve bonus FAR to 1) projects that can integrate preserving a historic building and 2) mixed-use developments that provides affordable housing pursuant to [BIMC 18.12.030.E.1.a](#). To summarize, the changes currently contemplated by the Planning Commission de facto limit most commercial development to the base FAR levels of [BIMC Table 18.12.020-3](#).

In addition to supporting the goals and policies that put Winslow as the center of Bainbridge Island commerce and public life, the Growth Management Act requires that that comprehensive plans and zoning plan for future jobs, not just future residences. It is well known that the City's 2016 Comprehensive Plan needed to plan for or accommodate a future population of 28,660 persons. Lesser known is that comprehensive plans need to accommodate enough land with commercial development potential to accommodate future jobs. Kitsap County and its cities coordinated on the [2014 Buildable Lands Report](#) (see Chapter 5 and Appendix C for more information on commercial capacity analysis) in

advance of the comprehensive plan update. Page 18 of [Introduction](#) to the Comprehensive Plan summarizes this work and is excerpted below:

The Plan has been updated based on residential and employment targets that align with [Vision 2040](#), as demonstrated through the population and employment capacity analysis in the [Kitsap County 2014 Buildable Lands Report](#). The City’s existing residential and commercial zoning accommodates those target- see tables below.

<b>Table IN-1: City of Bainbridge Island Population Capacity and Demand</b>	
<b>2036 Residential Population Forecast/Target</b>	28,660
<b>Population Capacity Under Existing Zoning</b>	6,814
<b>2010-2036 Allocated Population Growth</b>	5,635
<b>Net 20-Year Population Capacity (+ or -)</b>	+1,179
<b>Population Capacity/Demand Ratio</b>	1.21

<b>Table IN-2: City of Bainbridge Island Employment Capacity and Demand</b>	
<b>Employment Capacity Under Existing Commercial Zoning</b>	2,941 jobs
<b>2036 Employment Growth Forecast/Target</b>	2,808 jobs
<b>Net 20-Year Population Capacity (+ or -)</b>	+133 jobs
<b>Employment Capacity/Demand Ratio</b>	1.04

Table IN-2 shows that the City has *just enough* land with commercial development capacity to accommodate 2,808 future jobs. The [2014 Buildable Lands Report](#) commercial capacity analysis for the MUTC and HS road zones utilized the *bonus* commercial FAR standard to calculate employment growth capacity. The Growth Management Act requirement to plan for future commercial development is another reason to not reduce the availability of commercial FAR, and instead, to consider other options for bonus FAR. An option presented by staff at the August 13 and September 10 Planning Commission meeting would be to make the current *bonus* commercial FAR as maximum FAR. Another option would be for the Planning Commission to recommend an alternative bonus FAR option, such as amenities or consideration of an increased fee for community benefits.

***Affordable Housing***

Increasing the amount of affordable housing and improving housing affordability generally are goals that permeate several elements of the [Comprehensive Plan](#), notably the [Land Use](#), [Housing](#) and [Economic Elements](#). To achieve the affordable housing goals and policies in the [Comprehensive Plan](#), City Council created a short-term Affordable Housing Task Force (AHTF) in 2017 to assist the City in prioritizing a variety of affordable housing actions.

The City changed its mandatory affordable housing requirement to voluntary in 2005 ([BIMC 18.21](#)), and developers have opted not to use it, including in downtown Winslow ([BIMC 18.12.030.E.1.a](#)). Although the City has succeeded in building a high proportion of new residences in Winslow in the last 20 years, few of the units have been designated as “Affordable Housing”. Despite the aspirational goals of the [Comprehensive Plan](#) and [WMP](#), the City’s development code is not producing affordable units.

The City has hired firm ECONorthwest to provide economic analysis and feasibility study regarding a new Inclusionary Zoning program and adoption of a Multifamily Tax Exemption (MFTE). Council discussed

these issues on [June 19](#), [October 2](#) and [December 4](#), 2018. On [February 19, 2019](#). ECONorthwest presented a final report to City Council. The final analysis indicated that the City's FAR (too low), building height (too low) and parking standards (too high) are outdated, and need to be changed in order to create an inclusionary zoning program that relies on the private market to produce affordable housing. Council has considered adoption of an MFTE and/or an inclusionary zoning program and continued to make progress on these complex issues at their [September 17, 2019](#) and [February 4, 2020](#) meetings, however the Council has not finalized a policy direction to design a inclusionary zoning program that could be successful.

Although limiting bonus FAR to those projects that include affordable housing as required by [BIMC 18.12.030.E.1.a](#) seems a likely way to ensure that affordable housing is constructed in lieu of market rate and commercial development, it is unlikely that any private development project would utilize this section, because it hasn't been utilized for 15 years. The City's base and bonus FAR levels have not been updated since the WMP was originally implemented- more than 20 years ago.

The [February 2019 Final Report on Inclusionary Zoning](#) by ECONorthwest indicates that the current available FAR is too low, and the affordability requirement too high (requiring the entirety of any bonus FAR to be designated affordable housing) to produce any private development projects. The modeling done by ECONorthwest was utilizing a 10% affordable housing requirement. Given that building and implementing designated affordable housing is expensive, the lower the income targeted, the higher the number of market-rate units needed to support those affordable units. Add in the incredible low vacancy for rental units at this time, and for these reasons, City Planning staff suggests making the other changes to FAR, building height and parking that are described in [February 2019 Final Report on Inclusionary Zoning](#) by ECONorthwest. As described above, the [Comprehensive Plan](#) and [WMP](#) describe a Winslow where both commerce and diverse housing types are appropriate.

#### IV. ISLANDER MOBILE HOME PARK RESIDENTIAL FAR

In 2004, the residents of the Islander Mobile Home Park (IMHP) succeeded in their multi-year effort to purchase their mobile home park property to prevent it from being sold and likely, redeveloped. This purchase was the result of a wide-scale community effort to raise money to preserve the IMHP to preserve this pocket of affordability in downtown Winslow. The City was an integral partner in the preservation of the IMHP. The IMHP is in the MUTC/Central Core District in the center of downtown Winslow, which allows the most intense development. Preserving the IMHP as a mobile home park with a relatively low level of development left the IMHP with more than 137,000 square feet of unused "Residential" FAR.

The City is party to a 2004 Covenant with the then newly formed IMHP Residents Association that outlines the ability of the IMHP to "sell" or "transfer" the unused residential FAR with City oversight. Most of the IMHP residential FAR has been sold and used in development throughout Winslow, however some of the IMHP residential FAR remains unsold or unused.

On July 9, the Planning Commission recommended eliminating BIMC 18.12.030.E.1.b, the IMHP bonus FAR provision, and that the City should purchase the balance of IMHP FAR. In making this recommendation, the Commission acknowledged that to do so would require legal review and budget analysis to inform a City Council decision on this task. Eliminating this provision would also require amending that 2004 Covenant in coordination with the other parties. Part of the Commission's rationale for eliminating the IMHP FAR is because the City doesn't otherwise have mandatory affordable housing provisions, such as mandatory inclusionary zoning, that the residential bonus FAR could be used to build only market-rate housing in downtown Winslow. This provision is in the *Affordable Housing* portion of Section E because of the affordable units MAINTAINED by preserving the IMHP.

## V. NEXT STEPS & PUBLIC OUTREACH

Staff has scheduled a Planning Commission check-in with the City Council regarding the Planning Commission regarding the entire Planning Commission proposal for updating the Bonus FAR program, including the proposal to pursue eliminate the Mobile Home Park bonus FAR provisions, for October 20, 2020, prior to the Planning Commission holding a public hearing and completing their recommendation on Ordinance No. 2020-16.

City staff will collaborate with the City's Communications Coordinator to improve outreach about the proposed changes to the Bonus FAR program, to ensure that the Winslow community, including the business community, is informed about this effort prior to the Planning Commission holding a public hearing on Ordinance No. 2020-16.

## **WMP CHAPTER 2 LAND USE**

### **Overall Land Use Goal WMP 2-1**

Strengthen Winslow—the Island’s commercial, cultural and commuter hub—as a sustainable, affordable, diverse, livable and economically vital community, by:

- Encouraging downtown living;
- Providing an enhanced pedestrian experience, with linked access to retail shopping, the ferry, major public facilities, open space and residential areas, and promoting and retaining visual access to Eagle Harbor;
- Promoting the efficient use of land;
- Encouraging the retention and expansion of retail that serves the needs of community members and visitors;
- Providing opportunities for business expansion and private reinvestment;
- Promoting development that is sustainable and supports community values; and
- Developing strategies that result in the creation of less expensive housing and retail space, thereby increasing diversity while minimizing dependence on the automobile.

### **Goal WMP 2-3: Maintain and Enhance Community Character in the Mixed-Use Town Center and High School Road Districts**

**Policy WMP 2-3.1:** Promote architecture that encourages green building, natural light, ventilation and rooftop gardens.

**Policy WMP 2-3.2:** Through the use of design guidelines, development standards and incentives, promote the development of courtyards that create a pattern of linked public and private gardens and gathering places, providing opportunities for pedestrian movement.

**Policy WMP 2-3.3:** Through the use of design guidelines, development standards and incentives encourage stepped-back buildings that result in a softer street edge, the retention and enhancement of visual connections to Eagle Harbor and the creation and preservation of sun-filled public gathering spaces.

**Policy WMP 2-3.4:** Preserve, protect, adapt and restore sites, buildings and trees of historic significance.

**Policy WMP 2-3.5:** Retain and expand the historic pattern of narrow pedestrian passages.

**Policy WMP 2-3.6:** Enhance the livability of the downtown with trees and small gardens on the streets, along paths and in courtyards.

**Policy WMP 2-3.7:** Collaborate with the Arts and Humanities Council and downtown organizations to solicit sponsors for public art in the downtown.

**Policy WMP 2-3.8:** Enhance the experience of Winslow as a waterfront town that is connected to Eagle Harbor by activity, trails, views, lanes and design features:

- Utilize FAR levels, development standards and incentives to encourage development and redevelopment along Bjune Drive.
- Actively work to acquire land, easements and permits needed to extend the Waterfront Trail and develop a ravine trail.
- Develop new facilities for visitors, residents and the community, including public road ends, beaches, concessions, docks, marinas and mooring.
- Plan for a future water taxi connection between the Winslow and Eagledale waterfronts.
- Improve water quality through restoration projects, management practices and environmentally responsible building techniques.
- Retain views of the harbor from public lands and streets.

**Goal WMP 2-4: Sustain and Enhance the Economic Vitality of the Mixed-Use Town Center and High School Road Districts**

**Policy WMP 2-4.1:** Establish policies, programs and development standards that facilitate business expansion and private reinvestment.

**Policy WMP 2-4.2:** To stimulate investment in the downtown, create an organizational and funding structure that encourages partnerships and participation by the property owners, developers, businesses and island residents.

**Policy WMP 2-4.3:** Develop an organizational structure in city government as needed to implement the long-term vision for Winslow.

**Policy WMP 2-4.4:** Integrate sustainable solutions that address economic, social and ecological concerns into land use planning and building processes.

**Goal WMP 2-5: Determine density and intensity of development in the Mixed-Use Town Center and High School Road Districts through the Floor Area Ratio (FAR) method.**

**Discussion:** Floor area ratio refers to a figure that expresses the total allowable floor area in relation to the total lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area. For example, if a lot is 25,000 square feet and the FAR is 1.0, then the total square footage allowed would be:  $25,000 \times 1 = 25,000$  sq. ft. A development of 1 FAR could have up to 25,000 sq. ft. of development that could be commercial or residential.

Although density is frequently defined by dwelling units per acre in suburban communities that are comprised of single-use districts, it is less useful in areas where a mixture of uses is desired. Using FARs provides flexibility to design a project to address a particular site. The use of FAR allows the market to determine the number and size of units and the mix in the type of development. (Conventional density limits can discourage affordability since smaller, less expensive units count the same as larger, more expensive ones.)

It is possible to relate FAR to a range of achievable units per acre, as follows:

0.4 FAR would produce 8-20 units per acre

0.8 FAR would produce 16-40 units per acre

1.5 FAR would produce 24-60 units per acre

The unit range results from the variety of unit sizes that can occur.

Parking requirements also influence the number of units that a site could accommodate. The form of parking also affects the extent to which a development actually reaches the densities suggested by each range. Surface parking coupled with larger average unit sizes would tend to produce the lower end of the range, while structured parking coupled with smaller average unit sizes would allow the higher end to be possible.

FAR allows uses to be weighted according to the characteristics of a particular district. For example, one district might allow an FAR of 0.4 for commercial and 0.4 for residential, while another might allow 0.4 for commercial and 0.8 for residential. Each development would be a unique blend of uses and unit sizes.

**Policy WMP 2-5.1:** Establish base floor area ratio levels for commercial, residential and mixed-use development (FAR) for each of the five overlay districts in the MUTC and the High School Road Districts, in coordination with a study of the necessary infrastructure, particularly transportation.

**Policy WMP 2-5.2:** Establish maximum FAR levels of development beyond the base for each of the districts through the use of bonus FAR provisions. The bonus FAR provisions are a means of advancing specific Comprehensive Plan policies and community values. Bonus FAR may be achieved by:

- Preserving open space, agricultural land and critical areas, through participation in a Transfer of Development Rights (TDR) program or contribution to a land preservation effort;
- Providing public open space that is visibly accessible to the public, with adequate access from a public corridor.
- Contributing toward or providing public amenities (above and beyond what is required to mitigate the impacts of the project itself) that serve the community and enhance the livability and vitality of Winslow. Public amenities may include, but are not limited to, pedestrian connections; on-site places for public gathering; streetscape improvements; public art; and other public benefits as determined by the City;

- Preserving exceptional and/or legacy trees or trees within designated greenways.
- Preserving historic structures;
- Providing affordable housing;
- Utilizing green building and low impact development techniques;
- Creation of permanent open space on parcels that contain critical areas, by transferring development potential from the critical areas to another parcel within the Mixed-Use Town Center or High School Road Districts; and
- Relocating existing surface commuter parking to underbuilding (Ferry Terminal District only).

Priorities among the bonus FAR provisions may be established in the zoning code through the level of bonus that can be achieved through each of the provisions, and by phasing implementation of the provisions.

**Policy WMP 2-5.3:** The bonus FAR provisions may be changed based on future conditions without amending the Master Plan, as long those changes continue to meet the goals of the Comprehensive Plan and Winslow Master Plan, and provided that changes are made in coordination with a study of the necessary infrastructure, particularly transportation.

### **Policies for Specific Districts**

Specific land use policies in the MUTC and High School Road Districts are as follows:

#### ***Central Core Overlay District***

**Policy WMP 2-6.1:** Establish FARs and development standards that support mixed-use development at a level that encourages downtown living with a variety of housing sizes and types, provides commercial and retail services that meet the needs of the community, and enhances the vitality of the downtown.

**Policy WMP 2-6.2:** Encourage the retention and development of ground floor retail on Winslow Way, Madison Avenue, Bjune Drive and other appropriate areas, and establish the implementing FAR levels and development regulations.

**Policy WMP 2-6.3:** Increase the vitality of the civic plaza — currently comprised of the Farmers’ Market, BPA and City Hall — by developing better circulation and enhanced pedestrian amenities, providing opportunities for future civic and cultural buildings; and encouraging a greater variety of activities.

**Policy WMP 2-6.4:** Design Winslow Way as the community’s “living room”— the stage for community gatherings and a gallery to showcase art and gardens. The central section of Winslow Way should function as a civic plaza, with artistic gathering spaces and unique design features.

### ***Ericksen Overlay District***

**Policy WMP 2-7.1:** Establish FARs and development standards that provide for a mix of residential and small-scale commercial development, while preserving the unique and historical features of the Ericksen Avenue neighborhood.

### ***Madison Overlay District***

**Policy WMP 2-8.1:** Establish FARs and development standards that provide for a mix of residential and small-scale commercial development, with retail located on the ground floor.

### ***Gateway Overlay***

**Policy WMP 2-9.1:** Establish FARs and development standards that provide for commercial, multifamily, and tourist-oriented uses while ensuring protection of the natural character of the Ravine.

**Policy WMP 2-9.2:** Development within the district should include provisions for pedestrian access to adjoining parcels and neighborhoods, and as part of the pedestrian link to the ferry terminal and waterfront.

**Policy WMP 2-9.3:** Implement policies to restore and protect the habitat, forest and water resources of the Ravine and provide for non-motorized public access.

### ***Ferry Terminal Overlay District***

**Discussion:** The Ferry Terminal Overlay District — currently dominated by parking — could undergo significant change as it transforms from surface parking lots for commuters to a new pedestrian and transit oriented, mixed-use neighborhood. Although the Core District is designated for the most intense development in the Mixed Use Town Center, new development in the Ferry Terminal District should complement the character and vitality of the Core District. Higher density housing is appropriate for this area because of its proximity to the ferry and downtown and because it is a prime view location. Parking for both commuters and new development may be integrated within (or under) housing or in adjacent garages.

**Policy WMP 2-10.1:** Establish FARs and development standards that provide for a pedestrian/transit oriented, mixed-use neighborhood with higher density residential development, commercial development, and some retail, while protecting the adjacent residential neighborhoods.

**Policy WMP 2-10.2:** Enhance the district's status as the "gateway" to Winslow by maximizing opportunities for visual and physical access to the shoreline while protecting, reclaiming and sustaining high quality, native shoreline vegetation. Civic and public uses should be provided along the waterfront.

**Policy WMP 2-10.3:** The area south of Winslow Way is intended to redevelop as a transit and pedestrian friendly mixed-use neighborhood, with small blocks served by a network of streets, alleys, public open space and pedestrian walkways.

**Policy WMP 2-10.4:** Allow additional parking spaces in structured parking in the Ferry Terminal District for use by non-commuter ferry passengers in off-peak hours (e.g., after 9:00 a.m.), when constructed in conjunction with placement of an equivalent amount of existing surface ferry parking in structure.

**Policy WMP 2-10.5:** Any redevelopment of the ferry terminal and/or related transit services should maximize public open space and minimize the development footprint, and should provide shoreline views, a public plaza and a pedestrian accessible waterfront.

**Discussion:** The transit center should address multimodal users and should integrate access to the public plaza and shoreline. “Stacking” of vehicle holding, transit and terminal activities is preferred.

**Policy WMP 2-10.6:** Commuter parking located in the Ferry Terminal Overlay District shall be limited in number and/or area to achieve the following objectives:

- Protect the character of the district from being further dominated by parking;
- Encourage the redevelopment of the district;
- Limit traffic impacts; and
- Encourage transit, non-motorized, and other travel methods as alternatives to low-occupancy vehicles.

**Policy WMP 2-10.7:** North of Winslow Way, the City shall protect adjacent residential neighborhoods from adverse impacts associated with development by establishing transition standards, such as landscaped buffers, lower height limits, small-scale buildings and other appropriate measures.

***High School Road I and High School Road II***

**Policy WMP 2-11.1:** Establish FARs and development standards that provide for a variety of commercial uses that complement downtown Winslow and benefit from automobile access near the highway, while creating a pedestrian-friendly retail area. In High School Road II, retail uses shall be limited to 14,400 sq. ft. (See Land Use Element Policy W 5.3.)

## **WMP CHAPTER 3 HOUSING**

**Goal WMP 3-1: Promote and facilitate the provision of diverse and affordable housing choices in a manner that encourages socio-economic diversity.**

**Policy WMP 3-1.1:** Through FAR levels, development standards and incentives, encourage a variety of housing sizes and types that meet the needs of a broad range of households, including smaller units suitable for small families, single individuals and senior citizens.

**Policy WMP 3-1.2:** The bonus FAR program established for the Mixed Use Town Center and High School Road districts may include a provision that allows bonus FAR to be achieved in exchange for providing for-rental and for-purchase income-qualified housing.

## **WMP CHAPTER 4 OPEN SPACE AND TRAILS**

**Goal WMP 4-1: Incorporate open space and green spaces throughout Winslow by:**

- enhancing existing parks and developing new parks;
- providing street trees, small gardens and other landscaping that provides visual relief and enhances the character;
- providing a series of green spaces, plazas and corridors that connect the community, define character and protect resources; and
- celebrating and connecting the town to the Harbor and the Ravine.

**WMP 4-1.1:** Development standards, design guidelines, and incentives should be provided to encourage retention or development of open space, public gathering spaces and parks.

## **WMP CHAPTER 6 TRANSPORTATION**

**Goal WMP 6-13:** Commuter parking within the Ferry Terminal Overlay District shall be limited and planned to ensure consistency with a new mixed-use neighborhood in the District and limit traffic impacts within the District, Winslow, SR-305, and Island-wide.

**Policy WMP 6-13.1:** Commuter parking located in the Ferry Terminal Overlay District shall be limited to achieve the following objectives:

- Protect the character of the district from being further dominated by parking;
- Encourage the redevelopment of the district;
- Limit traffic impacts within the Ferry Terminal Overlay District, Winslow, and Island-wide; and

- Encourage transit, non-motorized, and other travel methods as alternatives to low-occupancy vehicles.

**Policy WMP 6-13.2:** The City should develop an overall parking management strategy that balances the parking needs of downtown residents and visitors, long-term and short-term ferry commuters, and commercial uses. The parking management strategy should include:

- Promoting the availability and use of park & ride lots and transit to reduce the number of vehicle trips and associated parking demand in the downtown.
- Improving parking enforcement.
- Offering incentives for providing parking for non-commuter ferry passengers in off-peak hours (e.g., after 9:00 a.m.).
- Encouraging the owners of existing parking lots to redevelop their properties in a coordinated manner to ensure enhanced pedestrian safety and efficient traffic flow.
- Developing strategies and innovative financing techniques to promote the construction of commuter parking structures by a private entity or public/partnership, in conjunction with mixed-use projects.
- Creating a mechanism to hold funds generated in the Ferry Terminal Overlay District from any future paid parking revenues, including but not limited to a fee-in-lieu program and/or meter revenue.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 45 Minutes

**AGENDA ITEM:** (7:10 PM) Identify Projects for Funding by the American Rescue Plan Act (ARPA)

**SUMMARY:** On June 15, 2021, the City Council received news that the City of Bainbridge Island would receive \$7.061 million from the \$1.9 trillion American Rescue Plan Act (ARPA). The Council was informed that these funds would be restricted to certain types of programs or expenditures and be subject to time limits. Specifically, funds need to be obligated by December 31, 2024 and expended by December 31, 2026. As a result of the presentation the City Council, the Council adopted principles to guide the expenditure of ARPA funds and directed the City Manager to present specific project, programs, or opportunities consistent with the principles adopted by the City Council.

A list of projects is presented to the City Council and the City Council is requested to select those projects for funding and direct the City Manager to commence execution of the selected projects.

**AGENDA CATEGORY:** Review and Recommendation

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move that the following projects to be funded via the ARPA program in accordance with the due dates of December 31 2024 and December 31, 2026: XXXX; XXXX; and XXXX.

Alternative Motion

I move that deliberation of the expenditure of ARPA funds be continued to September 14 and the short list of projects be made available for public review and comment.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	\$7.061 million of funds available
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	This is one-time revenue
<b>Included in Current Budget?</b>	No

**BACKGROUND:** On June 15, 2021, the City Council approved the following ARPA expenditure principles:

- A. Acknowledge that ARPA funds are one-time monies and should be spent in such a way to avoid reoccurring cost
- B. To the extent practicable, funds should be spent to achieve long-lasting benefits and results - (e.g., 50-year time horizon)
- C. Activities or projects that promote fiscal and environmental sustainability will receive priority consideration
- D. Activities or projects must be completed within the expenditure deadline requirements of ARPA
- E. Activities or projects that would not be able to be accomplished “except for” one-time impact sums will receive priority consideration.

The ARPA program has four categories of eligible expenses, summarized:

1. Support Public Health response efforts and economic impacts to households and businesses
2. Provide premium pay for essential workers
3. Replace lost public sector revenue
4. Support investments in water or sewer or support broadband infrastructure to underserved communities to work or attend school

Since June 15, staff has developed a list consistent with the principles adopted by the City Council and the categories of eligible expenditures. Additionally, members of the Council and the public have submitted projects. A full list of projects has been developed representing over \$23 million of potential uses for ARPA funding. The attached project list is the result of community, Council and staff-generated possible uses for this funding.

The reader is directed to the attachment. The Council criteria are indicated by letters A – E in the far-right column, with one additional criterion, leveraging other funds, indicated by letter F. The ARPA eligibility category is noted in the second column from the left of the chart. To indicate the projects which best meet the Council and federal guidance, we have highlighted the projects in green for those which have the highest match and in yellow for a middle group.

Notice that the Council will deliberate ARPA funding has been provided to those members of the community that submitted ARPA recommendations.

The City of Bainbridge Island has received approximately half of its ARPA allocation. On June 23, 2021 the City received \$3,533,766. The remainder will be received next year.

**ATTACHMENTS:**

[Consolidated ARPA Recommendations for 08242021.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## ARPA Funding Discussion – Project Guidance and Options

### City-Identified Parameters from June 15 Council Presentation

- A. Acknowledge that ARPA funds are one-time monies and should be spent in such a way to avoid reoccurring cost
- B. To the extent practicable, funds should be spent to achieve long-lasting benefits and results - (e.g., 50-year time horizon)
- C. Activities or projects that promote fiscal and environmental sustainability will receive priority consideration
- D. Activities or projects must be completed within the expenditure deadline requirements of ARPA
- E. Activities or projects that would not be able to be accomplished “except for” one-time impact sums will receive priority consideration

### Additional Considerations

- F. Leverage other funds

### ARPA Category

1. Support public health response/economic support
2. Premium pay for essential workers
3. Revenue replacement (capped at roughly \$2 million per year)
4. Investments in infrastructure

### Project Table

The table on the following pages provides a list of projects developed from ideas submitted by Council, the community and staff based on the guidance of the City Council. The table provides initial information including the current estimated project cost, a recommended amount of ARPA funding, and an eligibility determination. The column on the far right provides additional details and also a summary of the number of Council-provided parameters met by each project.

Shading indicates the number of parameters that each eligible project meets:

- Green = 5 or 6 parameters
- Yellow = 3 or 4 parameters

Project Name	ARPA Cat.	Total Project Cost	ARPA Req.	Options for funding balance of project costs	In 21-26 CIP	Parameters/Notes
<b>Water</b>						
Winslow Water Tank Replacement	4	\$11.6M	\$1.5 - \$2.5M	<ul style="list-style-type: none"> <li>• Fund balance</li> <li>• Loans/Bonds</li> </ul>	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, F</li> <li>• Design 2022-24; Build 2024-26</li> <li>• Offset borrowing (bonds/loans)</li> <li>• Reduce water rate impacts</li> <li>• Replacement of critical infrastructure, including seismic protection</li> </ul>
Water System Climate Resiliency Upgrades	4	\$1M	\$1M	<ul style="list-style-type: none"> <li>• Fund balance</li> <li>• Loans/Bonds</li> </ul>	N	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2022-23; Build 2023-24</li> <li>• Project developed as a result of 2021 extreme heat impacts to increase redundancy/resiliency</li> </ul>
Water Treatment Improvements	4	\$2.2M	\$1.0 - 2.0M	<ul style="list-style-type: none"> <li>• Fund balance</li> <li>• Loans/Bonds</li> </ul>	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2023-24; Build 2024-25</li> <li>• Offset borrowing (bonds/loans)</li> <li>• Reduce water rate impacts</li> </ul>
Ferncliff Water Extension	4	\$800K-\$1M	\$500K	<ul style="list-style-type: none"> <li>• Rate surcharge</li> <li>• Fund balance</li> </ul>	N	<ul style="list-style-type: none"> <li>• A, B, D, E, F</li> <li>• Design 2021-22; Build 2022</li> <li>• Reduce impacts on fund balance</li> </ul>
<b>Sewer</b>						
Wastewater Beneficial Re-use	4	\$2-\$10M	\$TBD	<ul style="list-style-type: none"> <li>• Fund balance (General)</li> </ul>	N	<ul style="list-style-type: none"> <li>• B, C, E</li> <li>• Undetermined schedule</li> <li>• Project scope could include independent or interdependent components (tertiary treatment; groundwater recharge; other beneficial re-use)</li> <li>• All variations of the project likely to require additional permanent operations and maintenance staff positions</li> </ul>
Eagle Harbor Sewer Beach Main Removal Project (Sunday Cove/ Lower Lovell/Wood Ave)	4	\$6.1M	\$2.5 - 4.5M	<ul style="list-style-type: none"> <li>• Fund balance</li> <li>• Loans/Bonds</li> </ul>	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2021-22; Build 2023-26</li> <li>• Offset borrowing (bonds/loans)</li> <li>• Reduce sewer rate impacts</li> <li>• Environmental benefit - removal of sewer main from shoreline</li> </ul>
Wastewater Treatment Plant Outfall Extension	4	\$1.2M	\$1.0M	<ul style="list-style-type: none"> <li>• Fund balance</li> <li>• Loans/Bonds</li> </ul>	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2023-24</li> <li>• Offset borrowing (bonds/loans)</li> <li>• Reduce sewer rate impacts</li> <li>• Regulatory requirement</li> </ul>

Wastewater Treatment Plant Near-term Capacity Upgrades	4	\$700K	\$700K	• Fund balance	N	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2022-23; Build 2024</li> <li>• Regulatory requirement</li> <li>• Environmental protection</li> </ul>
<b>SSWM/ Groundwater</b>						
McDonald Creek Culvert/ Springbrook Creek mitigation	4	\$2.7M	\$1.5M	• Fund balance	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2021-22; Build 2023-24</li> <li>• Environmental benefit</li> </ul>
Springbrook Fish Passage	4	\$1.3M	\$1.3M	• Grants (not secured)	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2022; Build 2023-24</li> <li>• Environmental benefit</li> <li>• No currently secured funding</li> </ul>
TBD Managed Aquifer Recharge Project	4	\$1.0M	\$1.0M	• Not currently funded	N	<ul style="list-style-type: none"> <li>• A, B, C, D, E</li> <li>• Design 2023-24; Build 2024-25</li> <li>• Develop project from Manzanita Watershed study, WRIA and GWMP</li> </ul>
<b>Transportation</b>						
Sustainable Transportation Plan Implementation Set-aside	3	\$10M+	\$2.0M (All trans projects capped at \$2.0M)	<ul style="list-style-type: none"> <li>• Streets Fund balance</li> <li>• Bond levy</li> </ul>	N	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2022-24, Build 2024-26</li> <li>• Eligible for ARPA-related "replacement" funding for 23-24 biennium</li> <li>• Project list to be reviewed with City Council October 2021</li> </ul>
Eagle Harbor Drive Phase I Non-Motorized Over Water Structure	3	\$4.0	\$2.0M	<ul style="list-style-type: none"> <li>• Streets Fund balance</li> <li>• Sewer fund balance</li> </ul>	N	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2022-24; Build 2024-26</li> <li>• Eligible for ARPA-related "replacement" funding for 23-24 biennium</li> <li>• Addresses climate change impacts</li> <li>• Significant permit/environmental challenges to overcome</li> </ul>
Madison Avenue Sidewalk/Bike Lanes Project	3	\$5.2M	\$1.0M	<ul style="list-style-type: none"> <li>• Secured grant (match satisfied)</li> <li>• Streets Fund balance (not secured)</li> <li>• Sewer fund balance</li> </ul>	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, E, F</li> <li>• Design 2021-22; Build 2023-24</li> <li>• Eligible for ARPA-related "replacement" funding for 23-24 biennium</li> </ul>
C-40 Bucklin Hill Phase II Non-Motorized Improvements	3	\$1.0M	\$1.0M	• General Fund balance	Y	<ul style="list-style-type: none"> <li>• A, B, C, D, F</li> <li>• Design 2023; Build 2023-24</li> <li>• Eligible for ARPA-related "replacement" funding for 23-24 biennium</li> </ul>
<b>Other Funds</b>						
Affordable housing infrastructure projects	3	TBD	\$TBD	<ul style="list-style-type: none"> <li>• Affordable housing fund,</li> <li>• General fund</li> <li>• REET 2 funds</li> </ul>	N	<ul style="list-style-type: none"> <li>• E</li> <li>• Schedule TBD</li> <li>• Not eligible under category 1 unless HUD qualified Census Tract (QCT)</li> <li>• Limited by revenue loss defined by Regs. Currently at \$2.0 million</li> </ul>
Biodigester	4	TBD	\$TBD	• General Fund	N	<ul style="list-style-type: none"> <li>• B, C, E</li> </ul>

						<ul style="list-style-type: none"> <li>• Schedule TBD</li> <li>• Eligible for category 4 if it can be linked to resiliency to mitigate impacts of climate change</li> </ul>
Premium pay for childcare workers	2	TBD	\$TBD	• N/A	N	<ul style="list-style-type: none"> <li>• D</li> <li>• Schedule TBD</li> <li>• Eligible, but does not meet any of the parameters</li> </ul>
Triangle Property remediation	4	TBD	\$TBD	• General Fund	N	<ul style="list-style-type: none"> <li>• A</li> <li>• Schedule TBD</li> <li>• If reclamation phase has been entered, remediation efforts may be eligible under category 4</li> <li>• City does not own this property</li> </ul>
Solar panels on emergency hubs/shelters	3,4	\$TBD	\$TBD	• General fund	N	<ul style="list-style-type: none"> <li>• A, B, C</li> <li>• Schedule TBD</li> </ul>
Utility-scale battery	3	\$TBD	\$TBD	• General fund	N	<ul style="list-style-type: none"> <li>• A, C, D</li> <li>• Schedule TBD</li> <li>• Part of the Climate Action Plan</li> </ul>
Buy or lease space to medical group for former Swedish clinic to improve health care access	Elig. unclear	N/A	N/A	N/A	N	<ul style="list-style-type: none"> <li>• E</li> <li>• Schedule TBD</li> <li>• This would subsidize private enterprise and would not be an eligible use of ARPA funds unless grant was provided to an impacted business under category 1</li> </ul>
Acquire property for groundwater recharge	3	\$TBD	\$TBD	General Fund	N	<ul style="list-style-type: none"> <li>• E</li> <li>• Schedule TBD</li> </ul>
Address impacts of sea-level rise	3	\$TBD	\$TBD	General Fund	N	<ul style="list-style-type: none"> <li>• E</li> <li>• Schedule TBD</li> </ul>
Provide safety and education related to private wells	3	\$TBD	\$TBD	General Fund	N	<ul style="list-style-type: none"> <li>• E</li> <li>• Schedule TBD</li> </ul>



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (7:55 PM) Accept Responses to Council Questions related to SR305 Roundabout Project - Public Works,

**SUMMARY:** City staff have provided responses to questions from the City Council regarding the Washington State Department of Transportation (WSDOT) State Route (SR) 305 roundabout projects at Port Madison and Adas Will Roads.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** Discussion.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	N/A
<b>Ongoing Cost:</b>	N/A
<b>One-Time Cost:</b>	N/A
<b>Included in Current Budget?</b>	No

**BACKGROUND:** This item was previously discussed at the July 27, 2021 and August 10, 2021 Council meetings, and City staff have prepared responses to the questions raised by the City Council at those meetings (attached) for further discussion. The responses were developed with input from the WSDOT project team.

More information about the roundabout projects that WSDOT is planning to build on Bainbridge Island along the SR305 corridor at the Port Madison and Adas Will intersections is available on the State's website: (<https://wsdot.wa.gov/Projects/SR305/winslowferrytohostmarkstsafety/default.htm>), the projects are anticipated to begin construction in the fall of 2021.

**ATTACHMENTS:**

[WSDOT SR305 Roundabout Q A Memo.docx](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:**



## Department of Public Works Memorandum

Date: August 18, 2021

To: City Council; City Manager

From: Christopher Wierzbicki, Public Works Director

Subject: Response to City Council Regarding State Route 305 Roundabout

---

### Purpose/Background

The purpose of this memo is to provide responses to the City Council regarding questions and concerns that were raised about the Washington State Department of Transportation (WSDOT) roundabout projects on State Route (SR) 305 and Port Madison/Adas Will Roads. The questions summarized below were brought up in discussions related to the project at the City Council Meetings on July 27, 2021 and August 10, 2021, and also from email correspondence from individual Council members. In large part, the responses were provided or confirmed by WSDOT project staff, except those related to City processes which were generated by City staff.

### Summary of Questions and Responses

1. Some property owners have expressed concerns about existing fences adjacent to the project limits that appeared to be marked for removal without notifications made to property owners.

WSDOT project staff have informed the City that all property owners adjacent to the project area have been notified about potential property impacts. There are some existing fences that encroach into the right-of-way that have been marked as such, however, these fences are not intended to be subject to removal.

2. A property owner has expressed concerns regarding project encroachments that will require the re-location of a reserve drain field.

WSDOT project staff have informed the City that the property owner impacted by this issue has been provided with an alternative location for the reserve drain field, which the owner should confirm is sufficient with the required authorities (Kitsap Health). Despite reaching out to this property owner several times in the recent past to confirm the approach, WSDOT staff have not received a response to date.

3. The Council has expressed an interest in funding a retaining wall in the amount of approximately \$40K to preserve a large tree at the Adas Will intersection. The Council is interested in understanding when the WSDOT team needs a final decision on this issue.

WSDOT project staff have informed the City that they would prefer to know the City's direction on this item following the August 24<sup>th</sup> City Council meeting.

4. The Council has expressed an interest in funding some additional vegetation – particularly larger trees – in the areas that will be cleared for the project and is seeking input from WSDOT about where that tree planting might be possible and effective – and what boundaries there are around the issue (how many/how much/where/timeframe).

WSDOT project staff have informed the City that there may be opportunities for larger trees in the right-of-way, however, space is limited, and larger trees could impact the success of smaller adjacent native plantings that are proposed. If the City Council is interested in providing a determined level of funding for additional tree planting, the WSDOT team can provide feedback on the species and locations that would complement the project landscape plan and have positive impacts on neighboring properties.

5. At least one property owner has expressed concerns about noise and light impacts from the roundabout and desires a larger fence or a concrete wall adjacent to the project limits. What is WSDOT's position on this issue?

The WSDOT team has informed the City that there is not adequate justification for a noise wall. The data related to this determination was made available by WSDOT for City review and is attached to the August 24, 2021 Council agenda packet.

With regard to light, the WSDOT team has informed us that light shielding will be used to lessen the impact on neighboring properties. Additionally as part of this effort, WSDOT has shifted to using LED streetlights using very specific optics and very specific color temperature. LED streetlights are different from the existing streetlights (High Pressure Sodium or HPS). LED lights do not cast nearly as much light behind the fixture and is much easier to control where the light projects as compared to HPS lights. The illumination shields reduce visibility of the illumination source or light bulb from the back and the amount of lighting cast behind the streetlight.

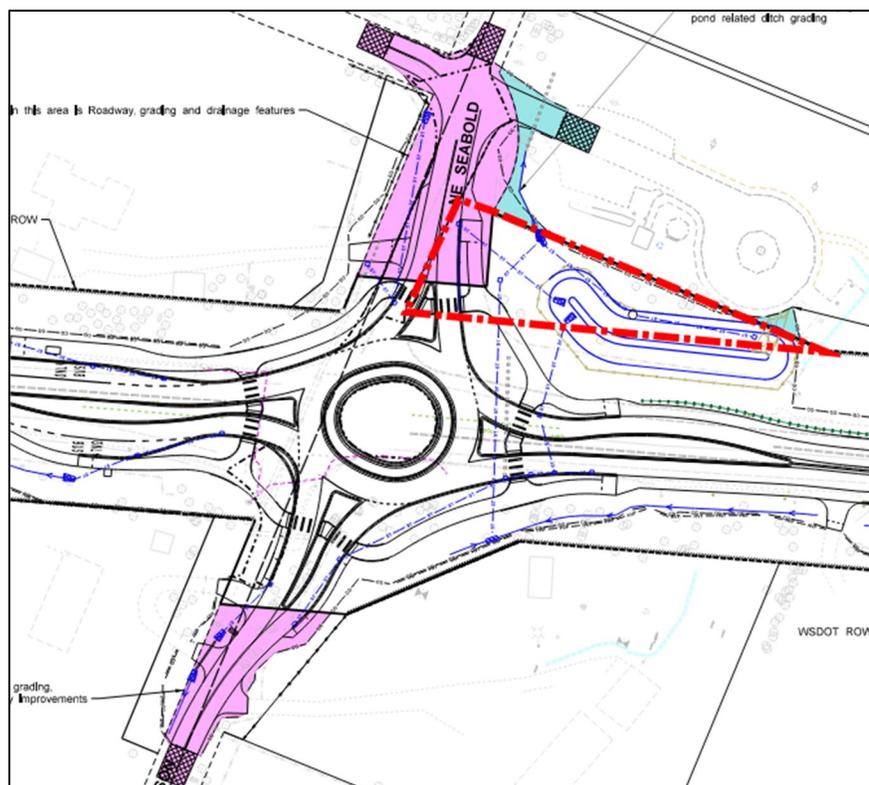
The current offer to the subject property owner includes a 200' long, 6' tall fence, but 12' is desired. WSDOT is exploring whether an 8' or 12' fence can be included in the negotiation as part of discussions with property owner. (WSDOT does not typically install new fences for affected property owners, instead WSDOT provides compensation to the property owner to have a fence company of their choice install the new fence at a time that is convenient for them.)

6. The City Council has expressed an interest in integrating public art into the roundabout design. What are the options for public art?

The WSDOT team has informed the City that it is likely too late in the process to incorporate integrated art, however, WSDOT does have guidelines for installing art on or adjacent to their facilities. The Department would be willing to work with the City to determine locations for appropriate art post-construction.

7. WSDOT has requested that the City consider transferring a City-owned property to WSDOT for the purpose of completing the Port Madison roundabout. What are the project impacts on this property, and how to they relate to the adjacent Rotary Park?

The subject property would be used to construct a portion of the west leg of the roundabout as well as stormwater management pond. The park would not be impacted, however, the stormwater facility would be directly adjacent to the park boundary (see outline of pond in blue linework within the subject property).



The red triangle represents the approximate limits of the City property that WSDOT is interested in.

8. What is the process for selling, transferring or exchanging a City-owned property?

The process for selling, transferring or exchanging a City-owned property is outlined in Resolution 2020-02. That process outlines the following steps:

1. The City Council must first determine whether the subject property is declared surplus. As part of the determination process, the City must hold a public hearing.

2. Following the public hearing, if the Council determines the subject property is surplus, it shall then pass a resolution declaring the subject property surplus.
3. Once the City passes a resolution declaring the subject property surplus, it must make each of the following determinations:
  - a. Whether the subject property should be sold to, transferred to, or exchanged through disposition by sealed bid, disposition by auction, disposition by negotiated sale, disposition by request for proposal, or special disposition.
  - b. Whether special covenants or restrictions should be imposed as a condition of the sale.
  - c. Whether an appraisal is necessary to obtain fair market value of the real property.
4. Additional considerations related to the surplus property process:
  - If the sale, transfer, or exchange of the subject property is subject to a specifically designated and authorized public use established by the City and used by the public for that purpose (such as in this case), it is subject to review under the State Environmental Policy Act.
  - If the resolution declaring the real property surplus indicates an appraisal is necessary, procedures found in 2.1.1 of Resolution 2020-02 must be followed to obtain the appraisal.



Proposed roundabout for SR 305 at Northeast Adas Will Lane - Looking east



Proposed roundabout for SR 305 at Northeast Adas Will Lane - Looking south

# SR305 Roundabout Plans – Adas Will

July 27, 2021



Proposed roundabout at SR 305 at Northeast Port Madison Road - Looking north.



Proposed roundabout at SR 305 at Northeast Port Madison Road - Looking south.

# SR305 Roundabout Plans – Port Madison

July 27, 2021



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:10 PM) Consider Ordinance No. 2021-25, Sales and Use Tax Increase of One-Tenth of One Percent for Affordable Housing and Related Services - Finance,

**SUMMARY:** This ordinance is for consideration of approval of an ordinance with a simple majority for an increase to the sales tax levied within city limits by one-tenth of one percent (.001) for the dedicated purpose of affordable housing. Staff currently estimates that if the City of Bainbridge Island implemented this tax, it could generate roughly \$450,000 annually in new revenue to be used for certain eligible purposes related to affordable housing. However, if Kitsap County imposes a county-wide affordable housing sales tax prior to the city, the city may not impose its own increase to the sales tax.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Finance & Administrative Services

**RECOMMENDED MOTION:** I move to forward Ordinance No. 2021-25 for consideration of approval with the September 14, 2021 Consent Agenda.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	No

**BACKGROUND:** RCW 82.14.530 authorizes the imposition of an additional sales and use tax of one-tenth of one percent to be used for funding affordable housing. Under HB 1590, passed by the state legislature as Chapter 222, Laws of 2020, counties were given the exclusive right to impose the tax until September 30, 2020 and cities were given the right to impose the tax thereafter as long as the county had not already done so. Kitsap County did not impose the additional sales and use tax by September 30, 2020 and has not imposed the tax as of the date of passage of this ordinance.

This item allows the City Council to determine if the tax should be imposed and the proceeds used for those purposes authorized by RCW 82.14.530, including constructing affordable housing, constructing mental and behavioral health-related facilities, and funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers. At least 60% of the revenue must be used for constructing affordable housing, constructing

mental and behavioral health-related facilities, or funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided. The remainder of the moneys collected must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

The affordable housing and facilities must be provided to people within specified population groups whose income is 60% or less of the county median income. This only includes:

- (i) Persons with behavioral health disabilities;
- (ii) Veterans;
- (iii) Senior Citizens;
- (iv) Homeless, or at-risk of being homeless, families with children;
- (v) Unaccompanied homeless youth or young adults;
- (vi) Persons with disabilities; or
- (vii) Domestic violence survivors

The median household income in Kitsap County is approximately \$80,000 per year which means the eligibility for meeting this criterion is approximately \$48,000.

**ATTACHMENTS:**

[Ordinance No. 2021-25 Relating to Affordable Housing Sales Tax Increase.docx](#)

[Affordable Housing Sales Tax Memo - for packet 08.19.21.docx](#)

**FISCAL DETAILS:** Staff currently estimates this tax could generate roughly \$450,000 annually in the affordable housing fund.

**Fund Name(s):** Other

**Coding:**

**ORDINANCE NO. 2021-25**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, imposing an additional sales and use tax of one-tenth of one percent for housing and related service.

**WHEREAS**, the City’s Comprehensive Plan contains a Housing Element that establishes goals for encouraging the availability of affordable housing; and

**WHEREAS**, RCW 82.14.530 authorizes the imposition of an additional sales and use tax of one-tenth of one percent to be used for funding affordable housing and mental and behavioral health-related facilities; and

**WHEREAS**, under HB 1590, passed by the state legislature as Chapter 222, Laws of 2020, counties were given the exclusive right to impose the tax until September 30, 2020 and cities were given the right to impose the tax thereafter as long as the county had not already done so; and

**WHEREAS**, Kitsap County did not impose the additional sales and use tax by September 30, 2020, and has not imposed the tax as of the date of passage of this ordinance; and

**WHEREAS**, the City Council has determined that the sales and use tax should be imposed and that the proceeds will be used for those purposes authorized by RCW 82.14.530, including constructing affordable housing, constructing mental and behavioral health-related facilities, and funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers;

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

**Section 1.** A new Chapter 3.62 of the Bainbridge Island Municipal Code entitled, “Additional Sales and Use Tax for Housing and Related Services,” imposing a one-tenth of one percent sales and use tax, as authorized by RCW 82.14.530, is added as follows:

**ADDITIONAL SALES AND USE TAX FOR HOUSING AND RELATED SERVICES**

**Section 2.** A new Section 3.62.010 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.010 Additional Sales and Use Tax Imposed.

There is hereby imposed an additional sales and use tax, separate and apart from any other sales and use tax imposed by the City, upon every taxable event occurring in the City, for housing and related services as authorized by RCW 82.14.530.

“Taxable event” means any retail sale, or any use, upon which a state tax is imposed pursuant to chapter RCW 82.08 or 82.12, as they now exist or may hereafter be amended. However, the term does not include a retail sale taxable pursuant to RCW 82.08.150, as now or hereafter amended.

**Section 3.** A new Section 3.62.020 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.020 Additional Sales and Use Tax Rate.

The rate of the sales and use tax imposed by this chapter shall be one-tenth of one percent of the selling price, in the case of a sales tax, or the value of the article used, in the case of a use tax.

**Section 4.** A new Section 3.62.030 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.030 Persons subject to tax.

The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to RCW 82.08 and 82.12.

**Section 5.** A new Section 3.62.040 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.040 Use of proceeds of tax.

Moneys collected from the tax shall be used solely for those housing and related services authorized by RCW 82.14.530, as the same now exists or as hereafter amended.

**Section 6.** A new Section 3.62.050 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.050 Credit against County tax.

As provided in RCW 82.14.530, if Kitsap County subsequently imposes a sales and use tax for housing and related services as authorized by such statute, the County shall provide a credit against its tax for the full amount of the tax imposed by the City.

**Section 7.** A new Section 3.62.060 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.060 Administration and Collection.

The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions codified at RCW 82.14.050 and RCW 82.14.530.

**Section 8.** A new Section 3.62.070 of the Bainbridge Island Municipal Code is hereby added as follows:

3.62.070 Penalty.

Any seller who fails or refuses to collect the tax as required with the intent to violate the provisions of this chapter or to gain some advantage or benefit, either direct or indirect, and any buyer who refuses to pay any tax due under this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined no more than \$500.00 or imprisoned for not more than six months, or by both such fine and imprisonment.

**Section 9. Severability.** Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 10. Effective Date.** This ordinance shall take effect and be in force five (5) days after its passage, approval, and publication as provided by law, provided, that the additional sales and use tax authorized by this section shall be collected on taxable events occurring on and after January 1, 2022, or the soonest date thereafter on which the Washington State Department of Revenue is in a position to collect the tax and remit the same to City of Bainbridge Island. The Finance Director is directed to work with the department of revenue to begin collection of the tax on the soonest possible date.

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: \_\_\_\_\_, 2021  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_, 2021  
PUBLISHED: \_\_\_\_\_, 2021  
EFFECTIVE DATE: \_\_\_\_\_, 2021  
ORDINANCE NUMBER: 2021-25



CITY OF  
BAINBRIDGE ISLAND

**FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT  
MEMORANDUM**

**Date:** August 19, 2021  
**To:** Blair King, City Manager  
**From:** DeWayne Pitts, Director of Finance and Administrative Services  
**Subject:** Sales Tax Increment for Affordable Housing

---

Summary

This memorandum provides background information about the ability of a city to pass, by council action with a simple majority vote via ordinance, an increase to the sales tax levied within city limits by one-tenth of one percent (.001) for the dedicated purpose of affordable housing. Staff currently estimates that if the City of Bainbridge Island implemented this tax, it could generate roughly \$450,000 annually in new revenue to be used for certain eligible purposes related to affordable housing. However, if Kitsap County imposes a county-wide affordable housing sales tax prior to the city, the city may not impose its own increase to the sales tax.

Background

In 2015, [RCW 82.14.530](#) authorized the imposition of an additional sales and use tax of one-tenth of one percent to be used for funding affordable housing. In 2019, [SHB1406](#) allowed cities a tax credit for similar affordable housing needs. The City of Bainbridge passed an ordinance in 2019 to receive the sales tax credit and in 2020 we received more than \$34,000.

In 2020, [HB 1590](#) gave counties across the State of Washington the exclusive right to impose the county-wide tax until September 30, 2020, and cities were given the right to impose the tax thereafter if the county had not already done so. Kitsap County (County) did not impose the additional sales tax by September 30, 2020 but appears to be moving forward with enacting the sales tax in the near future. The County still retains the authority to pass such legislation, but no longer has the exclusive right to enact such a tax. However, if a city has already imposed an affordable housing sales tax and the county imposes the same sales tax at a later date, the county must credit the full amount back to the city. In other words, the county will not receive any of the affordable housing sales tax revenues for any city that has already imposed an affordable housing sales tax.

Eligible uses and qualifications:

Last year the legislature changed eligible uses of the revenue generated by this incremental sales tax. At least 60% of the revenue must be used for constructing affordable housing, constructing mental and behavioral health-related facilities, or funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided. The remaining funds

must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services. No more than 10% of the revenue may be used to supplant existing local funds.

The affordable housing and facilities may only be provided to people within specified population groups whose income is 60% or less of the county median income. The median household income in Kitsap County is approximately \$80,000 per year which means the eligibility for meeting this criterion is approximately \$48,000.

### Revenue Estimate

The rate of one-tenth of one percent is the same as the Sales Tax for Criminal Justice which the City currently has in place; this can be used as an estimate of potential revenue if the City were to increase sales tax for affordable housing. In 2020 the City received approximately \$450,000 in Criminal Justice sales tax revenue; year to date through June of 2021 the City has collected roughly \$253,000. If the City were to pass an ordinance to collect one-tenth of one percent Sales Tax for Affordable Housing the amounts are expected to be similar.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (8:20 PM) Consider Historic Preservation Commission 2021 Work Plan and 2020 Work Plan Summary - Planning,

**SUMMARY:** The Historic Preservation Commission meets monthly for the purpose of identifying, evaluating, and protecting local historic resources. The City Council liaison is Councilmember Kirsten Hytopoulos. Eric Kortum, Historic Preservation Commission 2020 Chair, will present the summary of activities accomplished for 2020 and the 2021 work plan.

The City received the attached comment from Friends of the Farms on the Suyematsu Farm Workplan.

**AGENDA CATEGORY:** Presentation

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** Forward the work plan to the September 14, 2021 Consent Agenda.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** The Historic Preservation Commission (HPC) consists of seven members who are appointed by the Mayor and approved by the City Council in accordance with the City's Historic Preservation Program (BIMC 18.24). In 2004, the Historic Preservation Program earned status as a Certified Local Government (CLG), a certification established by the National Historic Preservation Act and, in Washington State, administered by the Department of Archaeology and Historic Preservation (DAHP). Responsibilities of a CLG include maintaining a Historic Preservation Commission, surveying local historic properties, enforcing state or local preservation laws, reviewing National Register Nominations, and providing for public participation in historic preservation activities.

The mission of the HPC is to advocate for the preservation of historically significant buildings, structures, sites, objects, and districts. The HPC establishes, maintains, and updates the local historic inventory, local historic register, heritage tree register, and identifies register eligible properties. Additionally, the HPC reviews nominations to the local, state, and national registers, minor conditional use permits (CUP) for zoning relief,

changes or alterations to local historic register or register eligible properties, demolition permits, and special valuation of historic properties.

**ATTACHMENTS:**

[2020 Summary of Activities.docx](#)

[2021 Work Plan](#)

[FotF Letter for Council Packet 8-24-21.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

## Historic Preservation Commission 2020 Summary of Activities

Along with continued attention to ongoing duties, the primary goal of the Commission for 2020 was to prepare a status report about the Suyematsu Farm in order to familiarize City Council with the complexities facing the City's management of this historic site and farming property, and to make recommendations to City Council about next steps for the Farm.

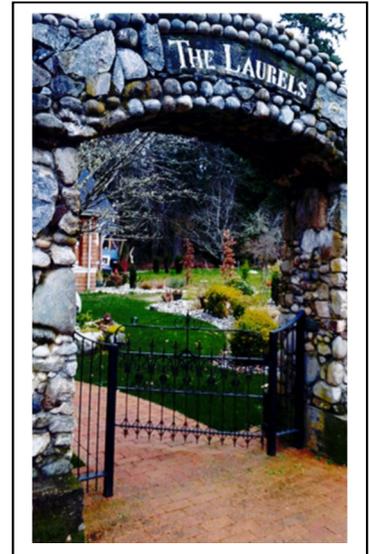
Some disruption of the Commission's duties occurred when meetings were discontinued due to the Covid-19 Emergency Proclamation and protocols. The Commission did not meet in April, May or June, but worked tirelessly to address a backlog of construction permit activity after their meetings resumed in July.

### 2020 Highlights

❖ This year the City received more Local Historic Register nominations in a single year since 2011 (four).

❖ The Laurels, home of Tom and Myra Hudson, was added to the Local Historic Register.

❖ The Commission conducted review and made recommendation on nearly two dozen building permit applications. Several property owners consulted the Commission for help in performing work consistent with historic character, including continued consultation on the Bainbridge Island Lumberyard as the applicant completes restoration, and consultation with the Sportsmen's Club on remodeling work.



- ❖ The Commission met their primary goal for 2020, preparing and presenting a status report about the Suyematsu Farm to familiarize City Council with the complexities facing the City's management of this historic site and farming property. Their recommendations to Council about next steps for the Farm included an eight-year stabilization, renovation and public interpretive plan, along with a request to fund structural preservation work and interpretive signage in the 2021/2022 budget cycle. While the funding was not granted, the Commission intends to continue efforts in 2021.



Northern portion of Suyematsu Farm, western view, c. 1930s. (Courtesy of Suyematsu Family)

## Historic Preservation Commission 2021 Work Plan

- ❖ Continue Ongoing Duties:
  - Maintain and periodically update the local historic properties inventory and Local Historic Register
  - Review nominations to the Local, State and National Historic Registers, Heritage Tree Register, and recognition of heritage properties
  - Review permit applications for alterations to Local Historic Register and Register-eligible properties
  - Provide resources and advocacy for historic preservation consistent with the Comprehensive Plan:
    - Participate in or promote public educational programs
    - Foster historic preservation through recognition of excellence in restoration of historic buildings, structures or sites
    - Advise the City Council or the Planning Commission as requested on matters of City history and historic preservation or actions affecting the historic resources of the City
    - Maintain information on federal or state historic preservation programs, funding sources or incentives
- ❖ Pursue grant opportunities.
- ❖ Identify Register Eligible properties in Winslow, Rolling Bay and other communities
  - Use Arc GIS Collector App to generate a database of potential Local Register-eligible properties
  - Contact Register-eligible properties Island-wide (e.g. mailing)
- ❖ Update Local Register (Listed and Register-eligible) inventory with parcel numbers; properly flag parcels in permitting database and attach appropriate standard conditions for development / redevelopment
- ❖ Identify potential grant applications for 2021 and verify whether Commissioners can write grants
- ❖ Review BIMC 18.24 (Historic Preservation Program) regulations / process / standards for potential revisions
- ❖ Create a Suyematsu Farm Work Plan in partnership with interested parties and groups, including and not limited to Friends of the Farm and the Community Coalition.



Dear City Council Members,

At the August 24<sup>th</sup> Regular Business Meeting Council will be asked by the Historic Preservation Commission to approve their 2021 Work Plan.

Friends of the Farms requests that you do not approve the final bullet point:

- *Create a Suyematsu Farm Work Plan in partnership with interested parties and groups, including and not limited to Friends of the Farm [sic] and the Community Coalition.*

In June of 2020, Friends of the Farms secured the pro bono services of Miller Hull Architects (millerhull.com) to build upon the recommendations in the CoBI-funded K.O. Report to create a Master Plan for the Suyematsu Farmstead.

For over a year, Friends of the Farms has worked with the consulting team on an open, transparent, and inclusive community driven public process. We have conducted interviews with 23 organizations and over 40 community stakeholders, including farmers, historians, community leaders, educators, and philanthropists.

In seeking permission from Council to begin their own independent Work Plan, rather than continuing to participate in an ongoing collaborative endeavor, the HPC undermines significant work in process. HPC members Eric Kortum, Rick Chandler, and Susan Hughes have been included in our work, along with Council Liaison Kirsten Hytopoulos.

Eric, Rick, and Susan have a singular perspective on how this land should be used, but no one interest can prevail over all others if this publicly owned asset is to serve our community and honor all those who have and continue to share this land.

Its future must include many voices – including the publicly-owned farmland farmers, the Japanese American community, the Indo-Filipino community, Native peoples, schools, kids and parents – to create a plan that the entire community can support. Such an approach was envisioned in Mimi Sheridan’s Historic Structure Report and Feasibility Study of 2015 and embraced by Council in their adoption of the K.O. Report in 2017.

The cornerstone of the K.O. Report is that the future of the Suyematsu Farmstead must include three elements: agriculture, heritage, and community and it presents a series of steps that could be undertaken by stakeholder partners. The report is clear that those steps should be guided by a plan and that Friends of the Farms should provide the leadership for agriculture as well as heritage and community.

In reviewing BIMC 18.24 HISTORIC PRESERVATION PROGRAM, the creation of a Work Plan falls well outside of the mission, charter, and scope of the HPC.

The creation of a Master Plan for the Suyematsu Farmstead does fall squarely within our purview. Our 30-year Master Lease Agreement with CoBI that took effect in 2012 specifically calls for this planning work to be done by Friends of the Farms and there has been overwhelming support for this process by the community partners who have participated to date.

Thank you for your time and consideration.

Heather Burger  
Executive Director

Becca Hanson  
Board Chair



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:35 PM) Consider Appointments to the Historic Preservation Commission - City Council,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Historic Preservation Commission (HPC). A series of interviews were conducted by the Council Liaison Hytopoulos, Mayor Nassar and HPC member Kortum. The member selection panel recommends forwarding to the September 14, 2021 Consent Agenda confirmation of the appointments as shown in the suggested motions. Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes).

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward for approval with the September 14, 2021 Consent Agenda the appointment of Blaine Cliver to Position 3 through June, 2024.

I move to forward for approval with the September 14, 2021 Consent Agenda the appointment of Judy Romann to Position 4 through June, 2024.

I move to forward for approval with the September 14, 2021 Consent Agenda the reappointment of Rick Chandler Position 6 through June, 2022.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Chandler - HPC \(Redacted\).pdf](#)

[Cliver - HPC \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Monday, April 19, 2021 11:12 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Historic Preservation Commission Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Historic Preservation Commission Volunteer Application (Due: 4/21 at 4pm)

### Step 1

---

#### Historic Preservation Commission Volunteer Application

Members should have knowledge or expertise in identifying, evaluating and protecting historic resources and expertise in history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law and real estate. The Commission advocates for the preservation of historically significant buildings, structures, sites, objects and districts.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name Rick Chandler

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State	WA
Zip	98110
Current Employer	Unemployed
Current Position	Retired
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Historic Preservation Commission Bainbridge Island
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Curator, Exhibit Developer, Facilities Coordinator for Bainbridge Island Historical Museum
Please share your community interests (groups, committees, organizations) if any:	Suyematsu Farm project, Bainbridge Parks department
Do you have potential conflicts of interest? If so, please explain:	<i>Field not completed.</i>
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

**From:** noreply@civicplus.com  
**Sent:** Thursday, May 13, 2021 3:46 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Historic Preservation Commission Volunteer Application (Due: 5/14 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Historic Preservation Commission Volunteer Application (Due: 5/14 at 4pm)

### Step 1

---

#### Historic Preservation Commission Volunteer Application

Members should have knowledge or expertise in identifying, evaluating and protecting historic resources and expertise in history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law and real estate. The Commission advocates for the preservation of historically significant buildings, structures, sites, objects and districts.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Friday, May 14, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name Blaine CLIVER

---

Email

---

Daytime Phone

---

Address

---

City BAINBRIDGE ISLAND

---

State	WA
Zip	98110-2525
Current Employer	retired
Current Position	See resume

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Carlisle Town Historic Preservation Commission Please see
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Please see resume.
Please share your community interests (groups, committees, organizations) if any:	My career was spent in historic preservation, which would be my primary interest.
Do you have potential conflicts of interest? If so, please explain:	None that I know of.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021
How did you hear about the volunteer opportunity?	Bainbridge Review newspaper
Other	Resume was dropped off at office.

### E. Blaine Cliver

Blaine Cliver received his Bachelor of Architecture in 1964, from Carnegie Institute of Technology (now Carnegie-Mellon University), and a Masters in Architecture, specializing in preservation, from Columbia University in 1965. After serving as an officer in the U.S. Navy, he worked in private practice from 1969-1972, as an associate partner with Geoffrey Fairfax Architects in Hawaii, and from 1972-1974, was the historical architect for the National Trust for Historic Preservation. From 1974, until his retirement in 2003, Blaine worked for the National Park Service, beginning as Regional Historical Architect and Head of the North Atlantic Historic Preservation Center in the North Atlantic Region, Boston. In 1990, he became Chief of the Preservation Assistance Division, of the National Park Service, in Washington, D.C. and in 1995, became manager of the National Documentation Programs (Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscape Survey) of the National Park Service as well as serving as Chief Appeals Officer of the Tax Incentive Program for investment in historic structures.

During his career, Blaine has worked on numerous restoration and preservation projects including the restoration of many National Park Service properties in New England; supervising the beginning of the Iolani Palace restoration in Honolulu, Hawaii (during this time, 1970-1972, he chaired the newly formed Historic Preservation Review Board for the State of Hawaii); determining the historical evolution of the Spanish fortress el Morro in San Juan; and serving as project manager for the restoration of the Statue of Liberty in the 1980s. In 1993-94, as the Acting Executive Director of the National Center for Preservation Technology and Training, he helped to establish this entity of the National Park Service in Natchitoches, Louisiana. Part of the program of this organization was research into the preservation of brick masonry. While a manager in the Washington Office Blaine was on the U.S. delegation to the World Heritage Committee for 6 years. During this time he was the U.S. Principle Investigator on a project to reduce the humidity in the Wieliczka Salt Mine, near Krakow, Poland, a World Heritage site.

When living in Vermont Blaine was involved with local preservation projects, including the Brandon Town Hall and was on the board of the Stephen A. Douglas Birthplace and Community Center, in Brandon, and the American Precision Museum in Windsor, VT. Though retired, Blaine served for 8 years, 4 of which as Chairman, on the Council of the International Center for the Study of the Preservation and Restoration of Cultural Property (ICCROM) located in Rome, Italy. As the author of numerous papers and articles, he has participated in conferences and symposia around the world, including presenting the paper, *Causes of Deterioration in Brick Masonry*, published as part of the IV International Congress on Restoration of Buildings and Architectural Heritage, held in Havana, Cuba, July 1998. Early in his career, Blaine wrote the article "Tests for the Analysis of Mortar Samples", Bulletin of The Association for Preservation Technology, Vol. VI, No. 1, 1974, and more recently he was a contributor to the book *Damage Atlas: Classification and Analyses of Damage Patterns Found in Brick Masonry*, 1998, a publication resulting from a research group, of which he was a member, assembled under a NATO grant and supported by the European Commission. Blaine is a Fellow of US/ICOMOS and is a recipient, together with Dr. Marita Jonsson, of the Anne M. de Fort-Menares Award for the most outstanding article demonstrating excellence in the application of historical research to preservation practice published in the *APT Bulletin* during 2003. This was for the article entitled *Coloring Historic Stucco: The Revival of a Past Technique in San Juan, Puerto Rico* in the *APT Bulletin* Vol. XXXIII No. 4.

Prior to moving to Bainbridge Island in 2020, Blaine was a member of the Vermont Historic Preservation Council. Established under the Historic Preservation Act of 1966, as amended, it acts as an advisory body to the governor and Division of Historic Preservation.

5/7/2021

**From:** noreply@civicplus.com  
**Sent:** Friday, May 14, 2021 12:57 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Historic Preservation Commission Volunteer Application (Due: 5/14 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Historic Preservation Commission Volunteer Application (Due: 5/14 at 4pm)

### Step 1

---

#### Historic Preservation Commission Volunteer Application

Members should have knowledge or expertise in identifying, evaluating and protecting historic resources and expertise in history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law and real estate. The Commission advocates for the preservation of historically significant buildings, structures, sites, objects and districts.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Friday, May 14, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name Judy Romann

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State	WA
Zip	98110
Current Employer	The Reijnen Company
Current Position	Project Administrator

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am interested in working with the HBC and learning more about the history and heritage of Bainbridge Island. I believe I can contribute to the Commission with my knowledge of the application process for National Register designation and the preservation of historic properties through adaptive reuse. When I lived in Oakland, CA I worked for a developer, and as Owner's Representative I participated in the rehabilitation and repurposing of three properties. The primary focus of the developer was the acquisition and renovation of older and historic structures. When a property was vacant due to the structure no longer being suitable for the original purpose, they become an opportunity for creative redevelopment. My responsibilities as the Owner's Rep for these sites included applying for historic status for the properties to access the 10% tax credits as part of the project financing. This included doing research on the history of the building from the Architect and Builder to the contribution of the building's Owners in the history of the area.

This are the three projects for which I was the Owner's Representative and Construction Project Manager.  
[https://localwiki.org/oakland/Tribune\\_Building\\_and\\_Tower](https://localwiki.org/oakland/Tribune_Building_and_Tower)  
[https://localwiki.org/oakland/Remar\\_Bakery](https://localwiki.org/oakland/Remar_Bakery)  
[https://localwiki.org/oakland/Sears\\_Roebuck\\_Building](https://localwiki.org/oakland/Sears_Roebuck_Building)

These projects included major work on the structural integrity of the building, new building systems including electrical work, heating and ventilation, and installation of fiber optic cable systems. The existing historic fabric was preserved and restored to the greatest extent possible, with particular attention to the exteriors.

This work was extremely fulfilling and contributes to my on-going interest in identification and preservation of historic properties.

Please share your community interests (groups, committees, organizations) if any:

I am a member of the Bainbridge Island Rotary Club and the Land Trust.

---

Do you have potential conflicts of interest? If so, please explain:

*Field not completed.*

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

---

Type the Year

2021

---

How did you hear about the volunteer opportunity?

Social media

---

Other

*Field not completed.*

---



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** August 24, 2021

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (8:40 PM) Discuss Ferncliff Avenue Water Line Extension Rate Structure Recommendation and Code Revision - Public Works,

**SUMMARY:** Staff will present the City Council with an alternative for funding an extension of the City's water main to serve new and existing customers along Ferncliff Avenue.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to authorize the City Manager to engage the Ferncliff Avenue community on the proposed water line extension in accordance with the staff recommendation, and report back on community feedback and next steps.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	N/A
<b>Ongoing Cost:</b>	N/A
<b>One-Time Cost:</b>	N/A
<b>Included in Current Budget?</b>	No

**BACKGROUND:** As part of this agenda item, the staff will provide the City Council with a recommendation for building approximately 1,800 linear feet of new water main extension at an estimated cost of \$700,000 - \$900,000 so that the City's municipal water utility can serve properties along Ferncliff Avenue, including those currently belonging to the Ferncliff Water Association (FWA), as well as the existing City water utility customers on Casey Street. An evaluation of the extension was requested by the FWA Board of Directors.

The recommendation includes funding the project through the creation of a rate surcharge that would apply to all of the properties at the time of connection, whether that occurs as part of the construction of the extension or at a later time. A portion of the project costs are also proposed to be supported American Rescue Plan Act funding.

The recommendation was reviewed and unanimously approved by the Utility Advisory Committee as part of their meeting discussions in June, July and August 2021.

If the City Council is interested in moving forward with the recommendation, City Staff will engage the affected community on the project benefits and costs, and report back to the Council with potential next steps based on that feedback.

**ATTACHMENTS:**

[Ferncliff Water Extension Cost Distribution Memo 081921.docx](#)

[Appendix A - Water Main Extension Funding Alternatives \(8-12-21\).docx](#)

[Appendix B - Resolution No. 2021-02.pdf](#)

[Ferncliff Water Extension.pptx](#)

**FISCAL DETAILS:** This agenda item does not commit the City to any fiscal obligations. If the item is approved as presented, the staff will bring forward a budget amendment for City Council consideration.

**Fund Name(s):** Water Fund

**Coding:**



## Department of Public Works Memorandum

Date: August 19, 2021  
To: City Council; City Manager  
From: Christopher Wierzbicki, Public Works Director  
Subject: Ferncliff Water Line Extension Cost Distribution Recommendation

---

### Executive Summary

This memo provides a staff recommendation to the City Council to build approximately 1,800 linear feet of new water main extension at an estimated cost of between \$700-900K so that the City's municipal water utility can serve properties currently belonging to the Ferncliff Water Association (FWA), as well as the existing City water utility customers on Casey Street. The recommendation was unanimously approved by the Utility Advisory Committee (UAC) on August 11, 2021 and includes funding the project through the creation of a rate surcharge that would apply to all of the properties at the time of connection, whether that occurs as part of the construction of the extension or at a later time.

### Background

On February 5, 2021, the City received a petition from representatives of the Board of Trustees of the Ferncliff Water Association (a group B private water system serving 18 connections), requesting that the City start the process of investigating an extension of the City's water utility to serve the private owners of the Association. The extension was requested by the Association due to the need for major upgrades and improvements to their existing, aging system, which will need to be made if the City does not extend an offer to serve these customers.

If the City decided to extend its water utility to FWA, it could also use this opportunity to upgrade and connect the City's stand-alone Casey Street system (serving 9 connections). Casey Street is an aging and inadequate water system acquired by the City (at no cost) in 2018, with the intention of upgrading it as soon as logically possible.

The City's Public Works Department responded to the petition by developing a very preliminary cost estimate of the project, and working with a consultant, FCS Group, to provide an analysis of alternatives for funding the project. That analysis, attached to this memo as Appendix A, contains more detail on the project scope, costs and funding alternatives that were considered. It is the practice of the City to consult with the UAC and consider their input when developing utility policy and as part of the preparation for bringing utility matters to the Council for their review and decision.

## UAC Input

The UAC received information from staff and the consultants and discussed the project and funding alternatives included in Appendix A at meetings in May, June, July, and August of 2021. The UAC's lengthy discussions of this topic were driven, in part, because this is the first project proposal that would implement Resolution 2021-2 (attached as Appendix B to this memo.)

During the discussions, the UAC noted the following:

- The water main extension project is generally in alignment with the City's goals as outlined in Resolution 2021-02, which encourage private water systems to connect to the City's water utility;
- Providing an incentive to encourage private water systems to connect to the City's utility would align with the goals outlined in Resolution 2021-02, particularly if any water main extension required to serve those systems would benefit the water utility;
- The proposed water main extension would benefit the water utility by facilitating an expansion of service within the City's existing retail service area in alignment with the future expansion areas outlined in the City's Water System Plan;
- As part of this water main extension, the City should look to connect the existing Casey Street customers to the larger City water system; they are currently served by an older, isolated system owned and managed by the City. If the Casey Street system is not included in this project, it will likely require significant and costly upgrades within the next 10 years;
- The City's existing policy of requiring all water main extensions to be paid for in full by the benefitting customers pre-dates the UAC's study of a City policy toward small water systems and the City Councils adoption of Resolution 2021-02. In light of the policies contained in the Resolution, the repayment policy should be relaxed to allow more flexibility for meeting the goals of the Resolution. However, existing water service customers should not be overly burdened by water main extensions intended to serve new customers; and,
- The City should incentivize early connections to the main to advance cost recovery.

## Staff Recommendations

Based on feedback from the UAC and internal discussions, staff recommends the following framework for funding the proposed water main extension:

- Revise the City's code language to facilitate flexibility for project cost sharing by making the following modifications to BIMC Chapter 13.10.050:
  - The installation of water mains to properties not previously served shall be at the benefited property owner's or developer's expense and in accordance with Chapter 13.32 BIMC, provided, that the City may participate financially in the extension of installation of a water main that furthers the City's policy to consolidate small non-City owned water systems into the City's current water utility, as expressed in Resolution 2021-02. The extent of the City's participation shall be consistent with the financial resources and priorities of the utility at the time of consolidation.

In taking this approach to the Ferncliff water extension, the City is intentionally not setting a precedent for the process of connecting future small water systems or other potential customers to the City's water utility, which will be evaluated on a case by case basis;

- The cost of the extension should be shared among the approximately 78 potential benefitting properties (to date, the staff estimates that as many as 34 of the 78 potential properties are interested in connecting to the extension upon completion of construction);
- 100% of the project cost should be paid for by the benefitting properties;
- All benefitting properties (connected at the time of construction, or in the future) would reimburse the City for the cost of the project through a 15-year rate surcharge. New utility customers would also pay the City's current System Participation Fee (or SPF, also known as a connection charge.) A System Participation Fee is a new customer's "buy-in" to the City's current water system;
- A utility local improvement district (ULID) process was considered as a means of financing the project, but was not selected due to the extensive additional time, costs and staff resources associated with that option;
- New utility customers would be incentivized to connect within the first 3 years of project completion by receiving the ability to participate in the surcharge option, in lieu of paying in full at the time of connection;
- In order to reduce the impacts on the Water Utility capital reserve, the up-front cost of the project design and construction should be at least partially supported by one or more of the following funding sources:
  - American Rescue Plan Act (ARPA) funding;
  - State of Washington Clean Water State Revolving Fund Loan (includes loan 50% forgiveness);
  - Inter-fund loan with interest payments made to the General Fund.

### Cost Implications

There are a host of variables that will contribute to the exact costs for each property that benefits from the proposed water main extension. The following is a high-level analysis of the potential ballpark costs.

- Assuming a total project cost of between \$700-900K, benefitting properties that choose to connect within 3 years of the project completion would pay:
  - The current SPF of approximately \$5,709 (or the City's future adjusted SPF at the time of connection);
  - A bi-monthly surcharge for the project construction (for 15 years) of approximately between \$121 and \$155 (the surcharge could also include the SPF fee in lieu of requesting up-front payment) ; and,
  - A monthly water bill that includes base and consumption charges.
- Assuming a total project cost of between \$700-900K, benefitting properties that choose to connect after 3 years of the project completion would pay:

- The current SPF, and other upfront charges for the physical connections, of between \$6,659 and \$8,209 (or the City's future adjusted fees time of connection);
- A one-time, local facilities charge of approximately between \$8,974 and \$11,538;
- A monthly water bill that includes base and consumption charges.
- Assuming a total project cost of between \$700-900K, existing water system customers not directly benefitting from the water main extension would not contribute financially to the project. However, the City's Water Utility capital reserve would contribute to supporting the project (with received interest), with an estimated 56% (between \$394K and \$508K) of the project cost not guaranteed to be fully recovered from the adjacent "served but not connected" properties. This balance could be considered for funding by one of the three sources identified previously.

#### Next Steps

This memo was presented to the August 11, 2021 Utility Advisory Committee meeting. Following the discussion, the UAC unanimously endorsed it. This memo will be forwarded to the City Council for discussion on August 24, 2021.

**To:** Chris Wierzbicki, City of Bainbridge Island

**Date:** August 12, 2021

**From:** Chris Gonzalez, Senior Project Manager  
John Ghilarducci, Principal

**RE** Funding Alternatives for Ferncliff Water Main Extension

---

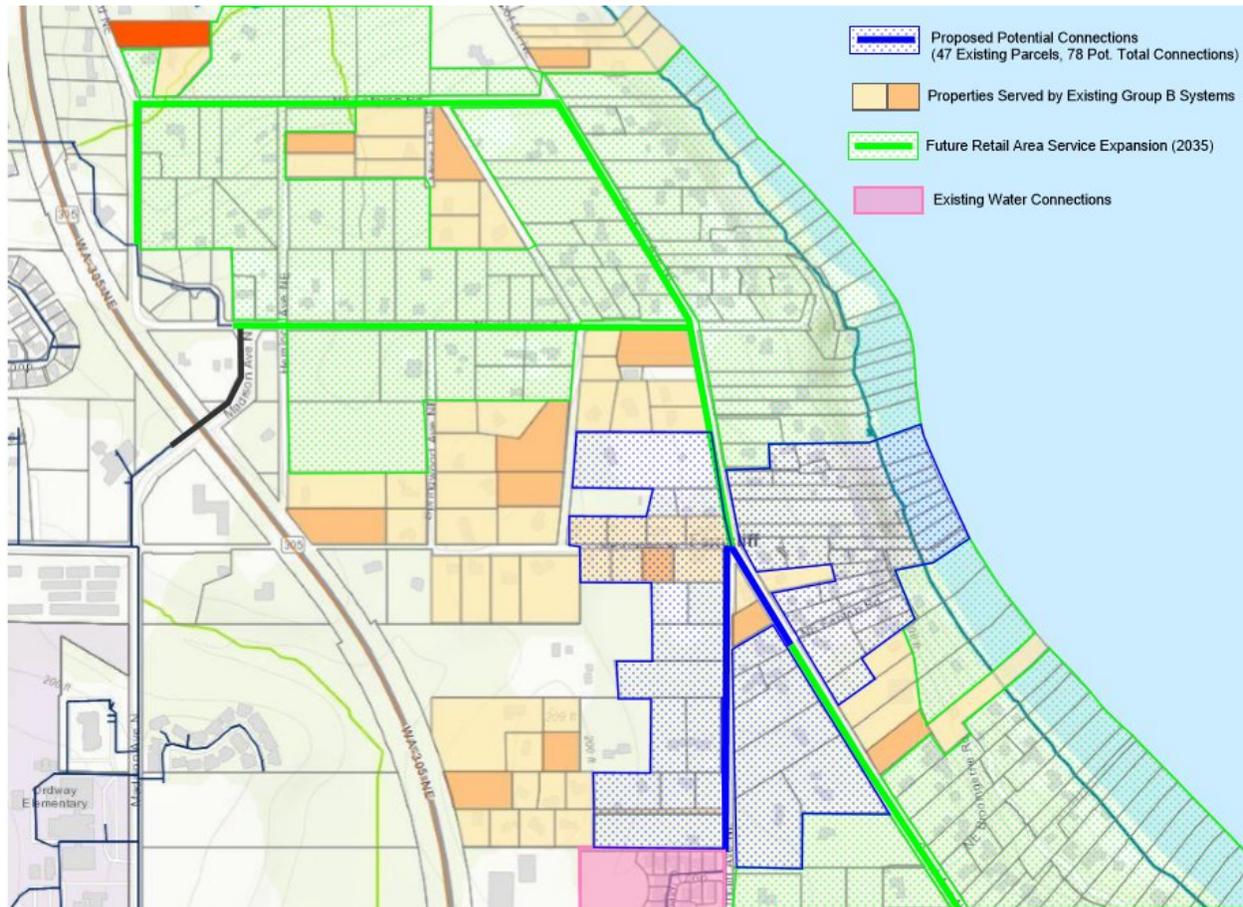
The City of Bainbridge Island's Comprehensive Plan generally calls for managing utility services in an efficient, effective, and safe manner that preserves local water resources. To this end, the City Council asked the City's Utility Advisory Committee (UAC) to "study and recommend a process for facilitating consolidation of small water systems." The UAC released a memo in September 2020 recommending that the City adopt a policy of actively responding to requests for assistance from small water systems on Bainbridge Island and, where appropriate, encouraging voluntary consolidation of those systems into the City's water utility. Bainbridge Island is home to 35 active Group A water systems serving 15 connections or more, as well as 135 Group B water systems that serve fewer than 15 connections.

Ferncliff Water Association, a Group A system with 18 connections, recently reached out to the City and expressed interest in potentially having the City take over its infrastructure. In accordance with the City's pro-consolidation policy, the City has conducted a preliminary assessment of the infrastructure that would be needed to connect the Ferncliff water system (as well as the neighboring Casey Street water system, which serves 9 connections) to the City's water system. The infrastructure needed includes:

- A main extension along Ferncliff Avenue NE that runs north from NE Garibaldi Loop to Grand Avenue NE.
- A main extension and service lines to the homes that will receive service. The City's preferred route runs southeast to NE Fenton Road along Grand Avenue NE, though the City also considered running the extension further north along Ferncliff Avenue NE.
- A main extension to the Casey Street Water System.

**Exhibit 1** provides a map illustrating these alternatives. Initial estimates from City staff suggest that the necessary mains and service lines could cost between \$700,000 and \$900,000.

### **Exhibit 1: Water System Extension Alternatives**



The City has several options for recovering the cost of this main extension, which are discussed in further detail below. When determining how to recover the cost of this project, it is important to recognize that this water main extension will enable the City to serve more than the 27 connections from the Ferncliff and Casey Street Water Systems. Because Section 13.08.050 of the Bainbridge Island Municipal Code (BIMC) requires new development or redevelopment occurring within 300 feet of an existing water main to connect to that water main rather than drilling a well, City staff decided to focus on properties that are located within 300 feet of the main extension. This analysis excludes properties that are located more than 300 feet from the water main because (a) the main is not explicitly being sized to meet their demands and (b) the process of estimating if and when these homes will connect to the City’s water system would be highly speculative in nature.

Including the connections from the Ferncliff and Casey Street Water Systems, City staff estimate that this water main extension could accommodate approximately 78 connections. The City recently surveyed 60 properties near the Ferncliff and Casey Street Water Systems to gauge their interest in connecting to the new water main. Of the 23 responses that the City received, 7 homes expressed interest in connecting to the main along the Grand Avenue Route and 5 homes expressed interest in connecting to the main along the Ferncliff Avenue Route.

### **A. Local Facilities Charge**

Under this alternative, the City would charge the benefitting properties for a proportionate share of the cost of the main extension. Based on the estimated range of costs discussed above and the number of potential connections within 300 feet of the proposed main, the cost per connection would vary from \$8,974 – \$11,538.

#### **Pros:**

- This is the least expensive option for the City overall, as the new connections will eventually pay for the entire cost of the project.
- The upfront cash funding received from the new connections would reduce the amount that the City would need to fund from its own resources.

#### **Cons:**

- This alternative results in the most adverse impacts to the benefitting properties. In addition to the local facilities charge, they would have to pay the City's system participation fee (SPF) as well as other upfront charges for the physical service connection, which together could add up to an additional \$6,659 – \$8,209 for a 3/4" × 3/4" connection. An upfront cost on the order of \$16,000 – \$20,000 could be prohibitive for at least some of the benefitting properties.
- The policy decision to target the recovery of these costs to the properties specifically benefitting from this water main extension calls into question the extent to which these properties should pay for a proportionate share of other facilities. The need to account for facilities that do not serve these properties can increase the complexity of calculating and administering SPFs.
- There is also the potential for a consistency issue, given that other properties in the City might not have had to pay directly for the local mains serving them.
- While the cost of the project is appropriately allocated across the broader base of customers that would benefit from the main extension (rather than being allocated solely to the properties that are currently looking to connect to the City's water system), this introduces a degree of uncertainty as to when the City will be able to recover the cost of the project from the benefitting properties. Until the connections occur, the City and its ratepayers will have to fund the project.

### **B. Bimonthly Water Rate Surcharge**

This alternative would roll the local facilities charge into a rate surcharge with specified terms, with the goal of spreading the recovery of the cost over time. At least several jurisdictions impose their connection charges in this way, including:

- **City of Bellevue:** Property owners pay a capital recovery charge in monthly installments over a ten-year period. The charge is assessed to the property and stays with it; if the property sells before the charge is paid, the outstanding balance is transferred to the new owner. The payment due in the month of the transaction is prorated between the previous owner and the new owner.

- **King County:** Property owners pay a monthly capacity charge over a fifteen-year period. The charge is assessed to the property and stays with it; if the property sells during the payment period, the outstanding balance is transferred to the new owner. King County recommends that sellers consult with a real estate agent regarding the disclosure of any outstanding balances to prospective buyers.
- **Spokane County:** Properties that benefit from localized main extensions pay a capital facilities rate over a twenty-year period. If the property is sold before the balance is fully paid off, the balance can be paid in full or transferred to the new owner.

Based on the range of cost estimates provided above for the local facilities charge per connection and assuming an interest rate of 2.5% (which is consistent with current bond interest rates), the bimonthly surcharge per connection would fall into the range of \$120.80 – \$155.32. As a variation of this alternative, the City could issue bonds to fund the project and build the related principal and interest payments into a monthly surcharge applicable to the benefitting properties.

**Pros:**

- Because this alternative still targets full cost recovery from the benefitting properties, the City and its ratepayers would eventually be made whole.
- This alternative results in a lower upfront cost impact to the benefitting properties, increasing the likelihood that they would be able to afford connecting to the new water main.

**Cons:**

- Even though the rate surcharge spreads the financial impact out over time, the bimonthly cost per connection is still significant. Assuming 700 cubic feet per month of water usage, a single-family home with a 3/4” meter would pay \$45.62 every two months for water service. A bimonthly rate surcharge of \$120.80 – \$155.32 would be roughly three times the water bill.
- Unless the City issues bonds to fund the cost of the project, spreading the recovery of the project cost over time would require the City’s water utility to use its funds to cover the cost until it can be reimbursed. Given the potential for customer delinquency and uncertainty about when the benefitting properties will connect and begin paying the surcharge, this alternative would also subject the City to a greater degree of risk (especially if it issues debt to fund the project) than spreading cost recovery across the City’s entire water customer base would.
- City staff would need to undertake an accounting process to monitor customer payments of the surcharge and ensure that the correct amounts are paid. Combined with a heightened potential for customer service calls, this would increase the administrative burden on City staff.
- The policy decision to target the recovery of these costs to the properties specifically benefitting from this water main extension calls into question the extent to which these properties should pay for a proportionate share of other facilities. The need to account for facilities that do not serve these properties can increase the complexity of calculating and administering SPFs.

- There is also the potential for a consistency issue, given that other properties in the City might not have had to pay directly for the local mains serving them.

### **C. System Participation Fee (SPF)**

The City imposes SPFs on new development to recover an equitable share of system infrastructure. The cost basis for the SPF includes existing assets as well as planned capital projects – given that the City’s SPF reflects an “average cost” methodology, the decision to include the cost of this water main extension as an existing asset (once it is completed) or as a future project (until it is completed) does not impact the calculated charge. At an estimated cost of \$700,000 – \$900,000, incorporating the cost of the water main extension into the SPF calculation would increase the City’s water SPF by \$123 – \$159 per meter capacity equivalent (MCE).

Given that the City’s 2018 Rate Study projected near-term growth on the order of 55 – 60 MCEs per year, this increase would generate between \$6,800 and \$9,500 per year in additional SPF revenue. The City could use this revenue to recover the cost of the main extension over time – based on the estimated capacity of the system, the City could recover approximately 38% of the cost of the main extension in this way. Alternatively, if the City were to issue 20-year bonds with an interest rate of 2.5% to fund the main extension, the additional SPF revenue would cover roughly 15% of the annual principal and interest payments.

#### **Pros:**

- This alternative reduces the upfront cost impact to the benefitting properties, increasing the likelihood that they would be able to afford connecting to the new water main.
- Building the cost of this project into systemwide charges is simpler to administer than determining and tracking area-specific charges. It is also consistent with the City’s decision in the 2018 Rate Study to move away from area-specific charges.

#### **Cons:**

- Embedding the cost of the water main extension in the SPF would shift the recovery of costs associated with this project to other customers. There could be a consistency issue if the City requires developers in other parts of the City to fund comparable infrastructure to serve their properties while embedding the cost of this water main extension in the SPF paid by all development. The incremental SPF associated with this project will only recover about 38% of the total cost, requiring either the benefitting properties or the City’s entire base of ratepayers to cover the remainder.
- Planning to use the incremental SPF revenue to repay debt attributable to the project would expose the City to risks associated with year-to-year volatility in SPF revenue collections. If growth slows down and the City receives less SPF revenue than expected, its ratepayers would have to cover the shortfall.

#### **D. Water Rates**

Another option would be for the City to include the cost of the water main extension in the water utility capital improvement plan (CIP) and fund it as part of the water utility's ongoing obligations. The financial plan developed as part of the 2018 Rate Study anticipated the issuance of about \$1.7 million in revenue bonds around 2024 to fund the six-year CIP, given planned investments in a new storage tank and treatment improvements. The City could decide to use its existing water utility cash balances to cover the cost of the main extension, increasing the bond issue to compensate for the reduction in cash funding available for the planned treatment improvements. Depending on the rate at which the City completes planned capital projects over the next several years, it might need to accelerate the bond issue to 2023.

Assuming 20-year bonds, an interest rate of 4.0% (conservative assuming that interest rates will increase over the next couple of years), issuance costs equal to 1.0% of the amount issued, and a reserve requirement equal to one year's debt service payment, the water utility's annual debt service would increase by \$56,000 – \$72,000 depending on the cost of the water main extension. This equates to roughly 4 – 6% of the City's annual water rate revenue, which the City could potentially spread over a five-year period.

#### **Pros:**

- This alternative reduces the upfront cost impact to the benefitting properties, increasing the likelihood that they would be able to afford connecting to the new water main. This would ultimately increase the number of ratepayers across which the City could spread the water utility's largely fixed costs.
- Building the cost of this project into systemwide charges is simpler to administer than determining and tracking area-specific charges. It is also consistent with the City's decision in the 2018 Rate Study to move away from area-specific charges, consolidating the residential water rate structure for customers in the Winslow and Rockaway Beach systems.

#### **Cons:**

- Embedding the cost of the water main extension in the financial plan underlying systemwide water rates would shift the recovery of costs associated with this project to other customers. There could be a consistency issue if the City requires customers in other parts of the City to fund comparable infrastructure to serve their properties while embedding the cost of this water main extension in the rates paid by all customers.

#### **E. Hybrid Approach**

The City can choose a combination of the funding alternatives discussed above, with the key question pertaining to how the City sets a targeted level of cost recovery from the benefitting properties as a matter of policy. **Exhibit 2** summarizes the charges that would apply under five scenarios:

- No direct cost recovery from the benefitting properties. The cost of the main extension is built into the SPF applicable to all customers.

- 25% direct cost recovery from the benefitting properties. 75% of the cost of the main extension is built into the SPF; the remainder is rolled into a monthly surcharge applicable to the benefitting properties for a 15-year period.
- 50% direct cost recovery from the benefitting properties. 50% of the cost of the main extension is built into the SPF; the remainder is rolled into a monthly surcharge applicable to the benefitting properties for a 15-year period.
- 75% direct cost recovery from the benefitting properties. 25% of the cost of the main extension is built into the SPF; the remainder is rolled into a monthly surcharge applicable to the benefitting properties for a 15-year period.
- Full direct cost recovery from the benefitting properties. The cost of the main extension is not built into the SPF but is rolled into a monthly surcharge applicable to the benefitting properties for a 15-year period.

Given that the City only expects a limited number of benefitting properties to connect in the near future, these scenarios envision increasing water rates as needed to cover the incremental costs associated with the main extension.

**Exhibit 2: Summary of Charges Under Various Levels of Direct Cost Recovery**

If Direct Cost Recovery Occurs Upfront	0% Direct Cost Recovery	25% Direct Cost Recovery	50% Direct Cost Recovery	75% Direct Cost Recovery	100% Direct Cost Recovery
Upfront Cost to Benefitting Properties Within 300 Feet of Main					
Local Facilities Charge (If Paid Upfront)	\$ -	\$2,922	\$ 5,844	\$ 8,766	\$11,688
SPF per Meter Equivalent (Applies to Citywide Development)	5,868	5,828	5,788	5,749	5,709
<b>Total</b>	<b>\$5,868</b>	<b>\$8,750</b>	<b>\$11,632</b>	<b>\$14,515</b>	<b>\$17,397</b>
Ongoing Bimonthly Cost for Benefitting Properties Within 300 Feet of Main					
2027 Bimonthly Water Bill @ 14 ccf (Applies to All City Water Customers) <sup>1</sup>	\$50.28	\$50.08	\$49.74	\$49.42	\$49.12
If Direct Cost Recovery Occurs Over Time	0% Direct Cost Recovery	25% Direct Cost Recovery	50% Direct Cost Recovery	75% Direct Cost Recovery	100% Direct Cost Recovery
Upfront Cost to Benefitting Properties Within 300 Feet of Main					
SPF per Meter Equivalent (Applies to Citywide Development)	\$5,868	\$5,828	\$5,788	\$5,749	\$5,709
Ongoing Monthly Cost for Benefitting Properties Within 300 Feet of Main					
Bimonthly Surcharge (For 15 Years)	\$ -	\$39.33	\$ 78.67	\$118.00	\$157.34
2027 Bimonthly Water Bill @ 14 ccf (Applies to All City Water Customers) <sup>1</sup>	50.28	50.08	49.74	49.42	49.12
<b>Total (Assuming 14 ccf of Bimonthly Water Usage)</b>	<b>\$50.28</b>	<b>\$89.41</b>	<b>\$128.41</b>	<b>\$167.42</b>	<b>\$206.46</b>

<sup>1</sup>Sample bills shown for 2027, after phasing in the rate increase needed to cover debt service related to the main extension.

All of the scenarios shown in **Exhibit 2** assume that the 27 connections from the Ferncliff and Casey Street Water Systems and the additional 5 – 7 properties that expressed interest during the City’s recent survey will connect to the main within the next year – based on input from City staff, this analysis assumes that an additional property will connect every two years. As only a limited number of properties are expected to connect in the near future, there is a rate impact in all scenarios. This impact ranges from \$2.10 – \$3.26 per bimonthly billing period above the forecast developed in the 2018 rate study, depending on the level of direct cost recovery. **Exhibit 2** indicates that based on the high-end estimate of the cost of the main extension (\$900,000), the decision to embed the full cost of the main extension in systemwide rates and SPFs would cost an average ratepayer up to \$1.16 bimonthly relative to a policy decision that targets full cost recovery from the benefitting properties. After reviewing these scenarios, the City’s Utility Advisory Committee expressed a preference for the scenario targeting full cost recovery from the benefitting properties.

**Pros:**

- Balancing the pros and cons of the other approaches, this approach mitigates the upfront cost to the benefitting properties while limiting the impact of the project on other customers.

**Cons:**

- Because it includes multiple variables and parameters, the hybrid method is more complex to administer than the other approaches.

When considering whether to recover the cost of the water main extension directly from the benefitting properties or from the City’s water customer base as a whole, it is important to consider how this decision will impact the affordability of the City’s rates for its existing customers (especially as a precedent for similar water system acquisitions in the future). Rate affordability has traditionally been evaluated as a percentage of median household income, with water and sewer rates being defined as “affordable” if the bill of a typical resident is less than or equal to 4.5% of median household income. 2019 data from the American Community Survey indicates that the median household income in Bainbridge Island is \$117,990 (this evaluation uses median income for residents of Bainbridge Island because it is more representative of the income level of customers paying the City’s rates than data for the Bremerton-Silverdale Metropolitan Statistical Area that the City uses in other affordability evaluations). A typical single-family residence using 7 ccf per month would pay a combined water/sewer bill of \$114.92 per month under the City’s current rates, which represents approximately 1.2% of median household income.

While this would suggest that the City’s rates are well within the range defined as “affordable,” there has been a growing consensus in the industry that median household income is a flawed metric to use in evaluating the affordability of utility rates. Dr. Manuel Teodoro (a professor at the University of Wisconsin) has been a key contributor in the discussion of alternative metrics that can inform a more meaningful assessment of affordability, with his work appearing in multiple industry publications. Dr. Teodoro’s proposed metrics include:

- **Hours at Minimum Wage (HM):** This metric quantifies the amount of time that someone earning minimum wage would need to work in order to pay their bill. Dr. Teodoro has recommended 8.0 hours as an upper limit when evaluating the relative affordability of a utility’s water and sewer

rate structures. For the purpose of this evaluation, Dr. Teodoro focuses on an assumed “lifeline” volume of 50 gallons per capita per day (which equates to roughly 5 ccf based on the City’s average household size of 2.4 persons). At 5 ccf, the combined monthly water/sewer bill would be \$97.84 – someone earning the 2021 minimum wage of \$13.69 per hour would need to work 7.1 hours to pay this bill.

- **Affordability Ratio at the 20th Income Percentile (AR<sub>20</sub>):** This metric expresses the combined bill as a percentage of the discretionary income of a home in the 20<sup>th</sup> income percentile after accounting for the cost of food, housing, power, and healthcare. Dr. Teodoro has recommended 10.0% as an upper limit when evaluating the relative affordability of a utility’s water and sewer rate structures. Based on 2019 data from the American Community Survey and the Bureau of Labor Statistics’ Consumer Expenditure Survey, we estimate that a household at the 20<sup>th</sup> income percentile in Bainbridge Island has approximately \$1,750 in discretionary monthly income. The combined water, sewer, and surface water bill of \$97.84 represents 5.6% of the discretionary income of a home in the 20<sup>th</sup> income percentile.

**Exhibit 3** provides a forecast of the combined utility bill and projected values of HM and AR<sub>20</sub>:

**Exhibit 3: Forecast of Utility Rate Affordability**

2018 Rate Study Forecast	2021	2022	2023	2024	2025	2026
Annual Water Rate Increases		2.0%	2.0%	2.0%	2.0%	2.0%
Annual Sewer Rate Increases		2.0%	2.0%	2.0%	2.0%	2.0%
Monthly Single-Family Bill @ 5 ccf	\$97.84	\$99.84	\$101.86	\$103.91	\$105.98	\$108.12
Projected HM (Target: ≤ 8.0)	7.1	7.2	7.2	7.2	7.2	7.2
Projected AR <sub>20</sub> (Target: ≤ 10.0%)	5.6%	5.7%	5.8%	5.9%	6.1%	6.2%

With Main Extension <sup>1</sup>	2021	2022	2023	2024	2025	2026
Annual Water Rate Increases		3.5%	3.5%	3.0%	3.0%	3.0%
Annual Sewer Rate Increases		2.0%	2.0%	2.0%	2.0%	2.0%
Monthly Single-Family Bill @ 5 ccf	\$97.84	\$100.08	\$102.40	\$104.64	\$106.91	\$109.25
Projected HM (Target: ≤ 8.0)	7.1	7.2	7.2	7.2	7.2	7.2
Projected AR <sub>20</sub> (Target: ≤ 10.0%)	5.6%	5.7%	5.9%	6.0%	6.1%	6.2%

<sup>1</sup>Based on the scenario with the greatest potential rate impacts (Grand Avenue Route, No Direct Cost Recovery).

Note that the calculation of HM in **Exhibit 3** assumes that the prevailing minimum wage increases by 2.0% per year, consistent with the annual adjustments provided for by RCW 49.46.020 (2)(b) based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The calculation of AR<sub>20</sub> assumes that the net monthly disposable income of a household in the 20<sup>th</sup> income percentile remains at \$1,750, reflecting the assumption that income and expenses increase at comparable rates of inflation.

With these assumptions, **Exhibit 3** suggests that the City’s rates will remain affordable under both of these measures over the next five years. It also indicates that funding the cost of the water main extension through rates will have a negligible impact on the overall affordability of the City’s rates, assuming that the City can spread the recovery of the cost over time through interfund or external borrowing. A key reason for this finding is that the sewer bill for a single-family home using 5 ccf per month is \$79.09, or about 81% of the current monthly bill of \$97.84 – modest increases to the

water bill do not materially impact the combined total bill. **Exhibit 3** indicates that in the scenario where the City funds the water main extension through the water utility, the cumulative impact to the projected monthly water bill by 2026 is only \$1.13. If the City were to fund multiple main extensions through its water utility and affordability became an issue, it could consider revisiting its sewer rate structure and reducing the base charge per account (currently \$42.69 per month) while increasing its volume-based sewer rate (currently \$7.28 per ccf).

While the City can set the level of cost recovery from the benefitting properties as a matter of policy, it appears reasonable to conclude that the water utility may need to share the cost in order for the main extension to be financially feasible for the properties that it would serve. The City may need to amend Section 13.10.050 (A) of the Bainbridge Island Municipal Code, which indicates that “the installation of water mains to properties not previously served shall be at the benefitted property owner’s or developer’s expense,” to pursue this path.

The City would be able to justify such investments on the grounds that consolidating systems like the Ferncliff and Casey Street systems into the municipal water system:

- Provides the potential for better economies of scale and improves efficiency of service, benefitting existing ratepayers by expanding the customer base across which the utility’s overhead costs can be spread;
- Provides the City with greater control over local water resources;
- Provides valuable redundancy in infrastructure; and
- Promotes consistency in the level of service that the City’s residents receive.

If the City decides to pursue a hybrid funding approach for future extensions, we would recommend establishing a consistent policy regarding what the City expects benefitting properties to pay through direct assessments versus through systemwide water rates and SPFs. The City may also wish to consider ways in which it might structure its implementation of these fees to encourage properties that can connect to the main to do so. For example, phasing the charges in over multiple years will mitigate the upfront impact to existing properties but incentivize them to connect before the charges increase. The City can also limit how long it offers the monthly surcharge option, requiring properties seeking to connect to the main after that period to pay the full charges upfront. Also considering this issue, the Utility Advisory Committee has recommended that the City offer benefitting properties that connect to the main within three years of its completion the opportunity to roll their share of the project cost into a 15-year rate surcharge.

## RESOLUTION NO. 2021-02

**A RESOLUTION** of the City Council of Bainbridge Island, Washington, establishing a policy for management support to non-City owned small water systems on the Island.

**WHEREAS**, the 2017 Comprehensive Plan includes the following goals and policies intended to safeguard the Island's water resources:

- Goal U-10. Ensure that city-managed and to the extent possible non-city managed utility services are sufficient, cost effective, reliable, and that safe water utility service is provided.
- Goal U-11: Require utilities to operate in a manner that preserves and protects the water resources of the Island.
- Policy U 11.6: Encourage and support water utilities to enter into cooperative activities, such as jointly managed operations, shared storage, and construction of interties, to manage water resources and systems more efficiently, economically, and safely.
- Policy U 11.7: Encourage and facilitate consolidation of water systems, with particular emphasis on mergers of contiguous and small systems, to manage water resources and systems more efficiently, economically, and safely.
- WR 3.2: The City may elect to facilitate small water system management services by applying to the Department of Health to be an approved Satellite Management Area (SMA).
- WR 3.3: New development in previously unclaimed water service areas may be required to dedicate public water systems to the City if the system meets City standards and the City determines it is appropriate to accept, own and operate such systems; and

**WHEREAS**, the City Council asked the Utility Advisory Committee ("UAC") to "study and recommend a process for facilitating consolidation of small water systems." The UAC completed its review in a Memorandum dated September 28, 2020; and

**WHEREAS**, there are 35 Group A (generally more than 14 connections) water systems on Bainbridge Island, and 135 Group B systems (generally 2-14 connections). Smaller Group A and Group B water systems commonly face the following problems: (1) lack of professional management; (2) outdated and deteriorating infrastructure; (3) lack of appropriate capital improvement planning and capability; (4) insufficient financial resources; (5) inadequate backup and support; and (6) limited fire suppression facilities; and

**WHEREAS**, the Washington State Department of Health (“DOH”) has encouraged small water systems to develop more “professional” planning, maintenance, financing, and staffing, and to consider consolidation with other water systems in order to jointly possess the resources to develop those attributes of effective water system management; and

**WHEREAS**, in the 2005 Kitsap County Coordinated Water System Plan it is stated that smaller water systems negatively impact the ability to accomplish water resource management made possible by larger interconnected water systems, and Group B water systems, which typically have shallow wells, are more likely to negatively impact stream flows; and

**WHEREAS**, in 1993, the City adopted a policy (Resolution No. 93-3) of providing assistance upon request to non-City owned water systems. This policy was partially implemented in the 1990’s, but the City’s involvement with other water systems lessened thereafter due to the lack of management focus, budget, and staffing; and

**WHEREAS**, the UAC Memorandum recommends the City depart from its past generally passive, reactive, and inconsistent approach toward interfacing with small water systems on Bainbridge Island.

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

**Section 1.** The City adopts a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and of encouraging, if appropriate, voluntary consolidation of those systems into the City’s current water utility. Priority focus should be on the water systems within and adjacent to the City’s current county-assigned service areas.

**Section 2.** The Council shall consider steps to implement this policy in coordination with the development of the City’s Groundwater Management Plan, and through the Winslow Water System Business Planning effort, both of which are proposed to be funded in the 2021-22 Biennial Budget.

**Section 3.** The City should conduct outreach to small water systems and be prepared to offer advice and services to encourage consolidation and continued safe operation. This includes providing a forum to discuss common problems and to identify the needs for City assistance. Further, the City should apply to the State Department of Health to become an approved Satellite Management Agency (“SMA”).

**Section 4.** The City shall strive to update water system inventories and maps for use in the above efforts.

**Section 5.** This resolution shall take effect immediately.

PASSED by the City Council this 9th day of February, 2021.

APPROVED by the Mayor this 9th day of February, 2021.



---

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	January 22, 2021
PASSED BY THE CITY COUNCIL:	February 9, 2021
RESOLUTION NO.	2021-02

# Ferncliff Water Extension

Christopher Wierzbicki, PE  
Public Works Director  
August 24, 2021



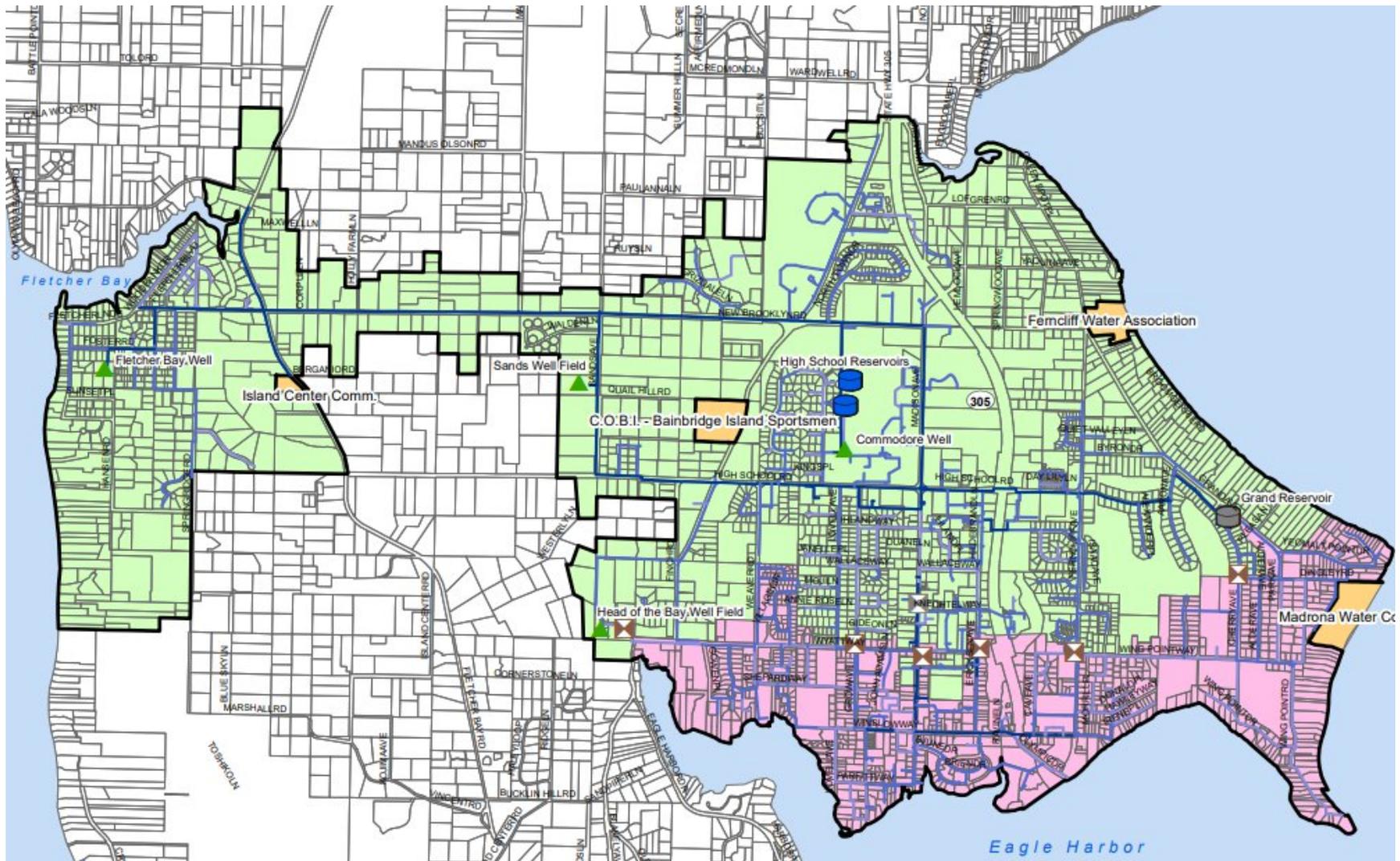
# Agenda

- Project Background
- Input from Utility Advisory Committee
- Staff Recommendations / Costs
- Next Steps

## Discussion Goal

- Determine if the City Council is comfortable enough with the recommended approach for funding a water main extension to engage residents on costs and potential timing.

# Project Background – Winslow Water System



## Ferncliff Water Extension

August 24, 2021

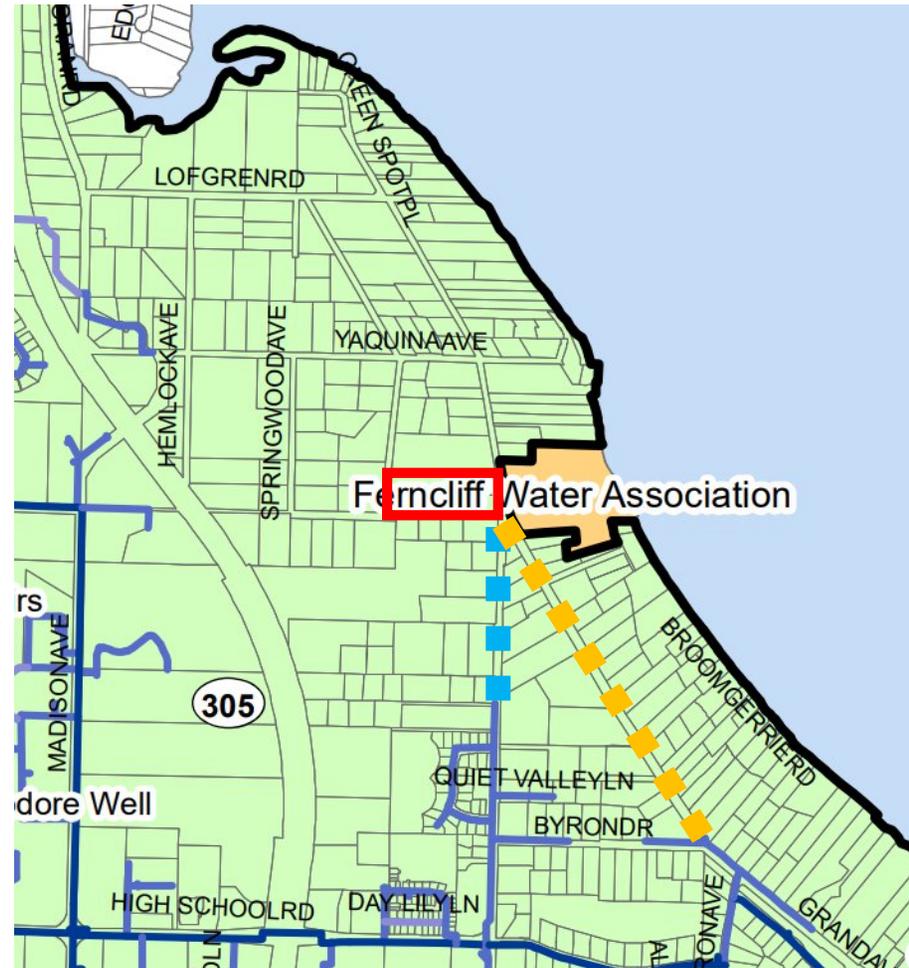
# Project Background – Ferncliff Request

- February 2021 request from Ferncliff Water Board of Trustees to evaluate water extension
- Group B water system, 18 connections (yellow)
- City-owned system across the street, 9 connections (Casey, red)



# Project Background – Public Outreach

- March 2021 postcard notification to residents along two possible extension routes (yellow and blue)
- 23 responses
- 7 supporting along Grand
- 5 supporting along Ferncliff



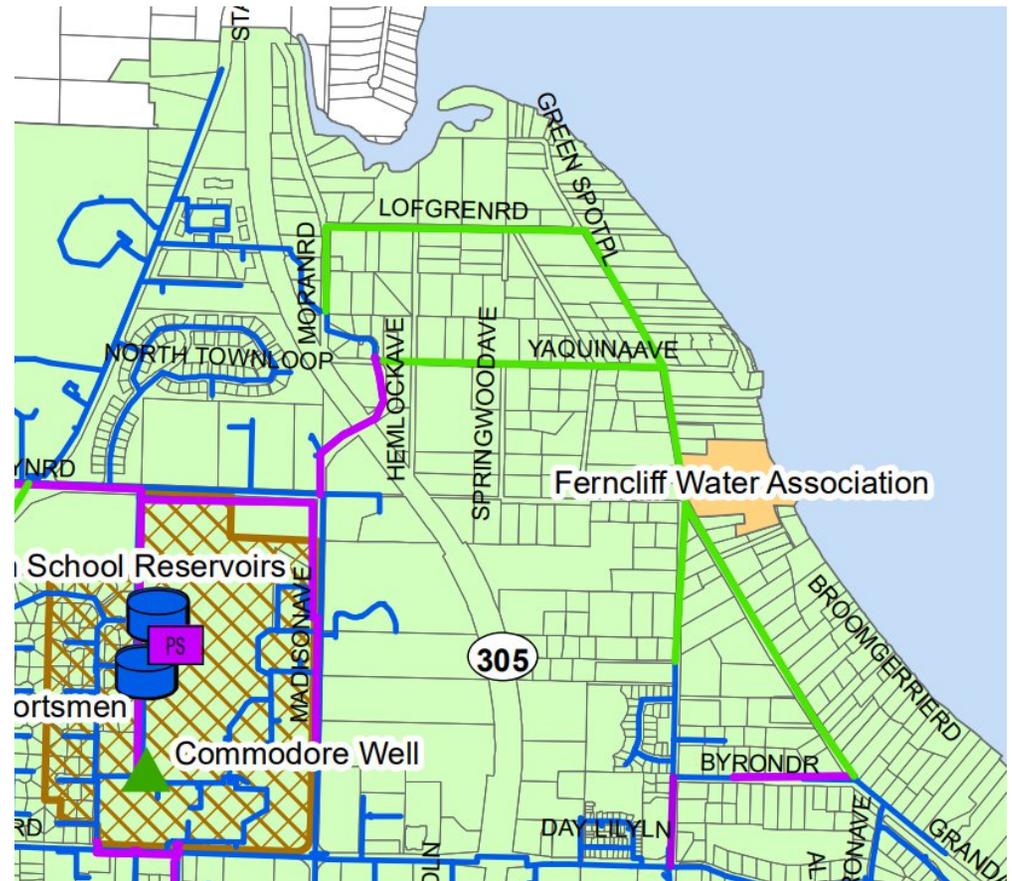
# Input from Utility Advisory Committee – Resolution 2021-02

- Establishes a policy for management support to non-City owned small water systems, including:

**Section 1.** The City adopts a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and of encouraging, if appropriate, voluntary consolidation of those systems into the City's current water utility. Priority focus should be on the water systems within and adjacent to the City's current county-assigned service areas.

# Input from Utility Advisory Committee - General

- Extension provides benefit to the system (future expansion from Water System Plan shown in green)
- Include Casey Street customers
- Extension should be paid by benefitting customers
- Incentivize connections



## Staff Recommendation – Approved by UAC

- Consider revising City code to address Resolution 2021-02
- Use a 15-year rate surcharge to distribute costs to benefitting properties (78 potential)
- Incentivize early connections by offering surcharge option for 3 years
- Utilize ARPA, grants and/or general fund loan to front costs and limit impacts on Water Utility capital reserve

# Staff Recommendation – Math

- Project cost = \$700-900K
- Property connections within 3-years:
  - \$5709 system participation fee (could be spread with surcharge)
  - 15-year bi-monthly surcharge between \$121-155
  - Monthly water bill

# Staff Recommendation – Math

- Project cost = \$700-900K
- Property connections after 3-years:
  - \$5709 system participation fee
  - One-time charge of between \$8,974 - \$11,538
  - Monthly water bill

# Staff Recommendation – Math

- Water utility and/or other identified source (ARPA, grants, general fund) would fund project
  - Water utility could expect 44% (~\$350K) initial repayments with interest
  - Other funds would support 56% (~450K) with repayment over time
  - Project may not be completely re-paid after 15 years

# Next Steps

- Engage affected residents/property owners using the recommended approach
- Return to City Council with feedback

# Ferncliff Water Extension Q&A

Christopher Wierzbicki, PE  
Public Works Director  
August 24, 2021

