CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING
TUESDAY, JULY 24, 2018

BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N.
BAINBRIDGE ISLAND, WASHINGTON

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 5:00 PM**

2. **EXECUTIVE SESSION**

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

3. **APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE - 6:00 PM**

4. **PUBLIC COMMENT**

5. **MAYOR'S REPORT**

6. **CITY MANAGER'S REPORT**

7. **CLOSED RECORD PROCEEDING**

7.A 6:15 PM Resolution No. 2018-22 Approving the Madison Grove Final Subdivision – Planning 10 Minutes
Resolution No. 2018-22
Exhibit A Compliance Notation Report
Exhibit B - Performance Bonds
Exhibit C - Final Plat Res 2018-22
Exhibit D - Hearing Examiner Decision

8. **UNFINISHED BUSINESS**

8.A 6:25 PM Ordinance No. 2018-25 Relating to Landmark Tree Preservation 30 Minutes
Ordinance No. 2018-25 Imposing an Interim Official Control related to Landmark Trees Approved 062618

8.B 6:30 PM Planning Commission Recommendations Relating to Land Use Review and Approval Roles, Responsibilities, and Procedures, and Housing Design Demonstration Projects (HDDP)
30 Minutes
Staff Memo PC Recommendations re Land Use Review and Approvals
Summary of Land Use Review and Approval Procedures

8.C 7:00 PM Resolution No. 2018-21 Relating to the Use of Funds Raised by the Non-Motorized Transportation Improvements Ballot Measure - Mayor Medina 30 Minutes
Clean Version of Resolution 2018-21 re Use of NMT Ballot Funds
Redline of Resolution 2018-21 re Use of NMT Ballot Funds

8.D 7:30 PM Authorization for the City Manager to Pursue a Letter of Intent Related to the Acquisition of the Harrison Medical Center Building and Site - Executive 10 Minutes
Police - Court Presentation CC 17 Jul 2018
Fiscal Capacity Memo

8.E 7:40 PM Affordable Housing Task Force Final Report - Planning 30 Minutes
AHTF Final Report
App A Affordable Housing Task Force Instructions
App B HOUSING ELEMENT
App C.1 AHTF Letter to Council re Suzuki (11/3/17)
App C.2 AHTF Letter to Council re Suzuki (11/7/17)
App C.3 Letter from AHTF to Council re Suzuki (12/7/17)
App C.4 AHTF Letter to Planning commission re Liveaboards (11/20/17)
App C.5 AHTF Email to Council re Building Moratorium (2/25/18)
App C.6 AHTF Liveaboard Letter to Council (3/29/18)
App C.7 AHTF Recommendation to Council re Vacation Rentals (5/9/18)
App D 2018 Bremerton-Silverdale MSA HUD Median Income Table
App E DRAFT Cottage Housing Ordinance (2002)
App F Sample Multi-Family Property Tax Exemption Ordinance

9. NEW BUSINESS

9.A 8:10 PM Shoreline Management Program (SMP) Amendment for Critical Areas Ordinance Integration - Planning
30 Minutes
Staff Memo re SMP Amendment - CAO Integration - 072018
Public Participation Program
Draft Work Plan 20180111
SMP Revisions to Public Hearing Draft 20180607

9.B 8:30 PM Ordinance No. 2018-28 Relating to 2018 Federal Emergency Management Agency Floodplain Code Amendment – Planning
10 Minutes

Ordinance No 2018-28 - FEMA Floodplain Code Update

9.C 8:40 PM Interlocal Agreement and Use Agreement for RideAlong Application – Police 10 Minutes
Interlocal Agreement for RideAlong Labs Services
RideAlong App Use Agreement

9.D 8:50 PM Ordinance No. 2018-27 Amending the Start Time of City Council Regular Meetings 10 Minutes
Ordinance No. 2018-27 - Amending Start Time of City Council Regular Meetings

10. CONSENT AGENDA - 9:00 PM

10. A Agenda Bill for the Consent Agenda. 5 Minutes

10. B Payroll and Accounts Payable 5 Minutes
Payroll
Report to Council of Cash Disbursements 07-25-18

10. C Special City Council Business Meeting Minutes, June 26, 2018
5 Minutes
Special City Council Business Meeting Minutes, June 26, 2018

10. D Regular City Council Business Meeting Minutes, July 10, 2018 5 Minutes
Regular City Council Business Meeting Minutes, July 10, 2018

10. E Purchase of Mobile Audio Video Cameras for Police - Police 5 Minutes
Quote - Axon Interview Room REVISED.pdf
Quote - Evidence.com REVISED.pdf
Quote - Fleet Package REVISED.pdf
Scope of Work - Axon Interview Room.pdf
Axon MSPA.pdf

10. F Request for Proposals for 2019-2020 Human Services Awards - Executive 5 Minutes
2019-2020 Draft RFP for Human Services Funding
2015 City Council Discussion Summary

10. G Interlocal Agreement with Kitsap Public Utility District Relating to Rockaway Beach Water System - Public Works 5 Minutes
ILA with KPUD for Emergency Water System Intertie

11. COMMITTEE REPORTS - 9:05 PM

11. A Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, May 2, 2018 - Deputy Mayor Deets
5 Minutes
Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, May 2, 2018

11. Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, June 13, 2018 - Deputy

B Mayor Deets 5 Minutes
Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, June 13, 2018

11. Utility Advisory Committee Meeting Regular Meeting Minutes, June 27, 2018 – Councilmember
C Nassar
5 Minutes
Utility Advisory Committee Meeting Regular Meeting Minutes, June 27, 2018

11. Puget Sound Regional Council Growth Management Board Report, July 5, 2018 - Councilmember
D Peltier 5 Minutes
Puget Sound Regional Council Growth Management Board Report, July 5, 2018

12. FOR THE GOOD OF THE ORDER - 9:10 PM

13. ADJOURNMENT - 9:20 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 60 Minutes

AGENDA ITEM: 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.

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Executive session discussion.

SUMMARY:
Executive session.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: 6:15 PM Resolution No. 2018-22 Approving the Madison Grove Final Subdivision – Planning

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to adopt Resolution No. 2018-22, approving the Madison Grove final subdivision.

SUMMARY:
A RESOLUTION of the City of Bainbridge Island, Washington, approving the Madison Grove Final Subdivision.

FISCAL IMPACT:

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

BACKGROUND: Millennial Builders, LLC, requests final subdivision approval of an eight-lot single-family residential plat. The Hearing Examiner entered his final order and decision on May 4, 2018, approving the preliminary subdivision, subject to conditions, as modified by that order and decision.

In accordance with the provisions of BIMC 2.16.160, this is a closed record proceeding and is thereby a quasi-judicial matter. Pursuant to BIMC 2.16.160.H., the City Council shall approve the final long subdivision if it determines:

1. That the conditions imposed through the preliminary subdivision have been met; and

2. Bonds or other assurance devices, if any, by their essential terms assure completion of all plat improvements; and

3. The requirements of state law, the BIMC, the Comprehensive Plan, and any other applicable ordinances in effect at the time of preliminary plat approval have been satisfied by the subdivider.

ATTACHMENTS:

Resolution No. 2018-22

Exhibit A Compliance Notation Report

Exhibit B - Performance Bonds

Exhibit C - Final Plat Res 2018-22

Exhibit D - Hearing Examiner Decision

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2018-22

A RESOLUTION of the City of Bainbridge Island, Washington, approving the Madison Grove Final Subdivision.

WHEREAS, the final subdivision application for Madison Grove creates eight residential lots on 2.25 acres of land located on Duane Lane; and

WHEREAS, on May 4, 2018, the Hearing Examiner entered a decision of approval for the preliminary subdivision application, with conditions; and

WHEREAS, on July 11, 2018, the Kitsap Public Health District reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development and;

WHEREAS, on July 12, 2018, the City Engineer reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development and;

WHEREAS, on July 12, 2018, the Department of Planning and Community Development issued its Compliance Notation Report and thereby evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances and forwarded its recommendation for final subdivision approval to the City Council; and

WHEREAS, on July 24, 2018, the City Council conducted a closed record proceeding regarding the Madison Grove final subdivision.

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

Section 1. All conditions imposed by the approved preliminary subdivision have been met, as set forth in the Compliance Notation Report from the Department of Planning and Community Development.

Section 2. The bonds and assurance devices submitted by the applicant adequately assure completion of all required plat improvements.

Section 3: The Madison Grove final subdivision satisfies the requirements of state law, the Bainbridge Island Municipal Code, the City's Comprehensive Plan, and all other applicable ordinances in effect at the time of preliminary plat approval.

Section 4. The Mayor is authorized to inscribe the City Council's approval on the face of the final plat; provided, that upon approval of the final plat, the City Council may direct and authorize another member of the City Council to inscribe the City Council's approval on the face of the final plat.

PASSED by the City Council this _____ day of July, 2018.

APPROVED by the Mayor this _____ day of July, 2018.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 20, 2018
PASSED BY THE CITY COUNCIL:	July _____, 2018
RESOLUTION NO.	2018-22

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Compliance Notation Report

Date: July 12, 2018

To: Gary Christensen

From: Kelly Tayara

Project: Madison Grove Final Plat

File Number: PLN50667 FSUB

Applicant: Millenial Builders LLC
17837 1st Avenue South, PMB #2
Normandy Park, WA 98148

Request: Final approval of an eight-lot subdivision

Location: Duane Lane. A portion of the NE ¼, NE ¼, Sec. 27, T. 25 N R. 2E, W.M.

The Madison Grove preliminary subdivision was approved by the Hearing Examiner on May 4, 2018, subject to the conditions below. The final plat application was reviewed in compliance with BIMC 2.16.160: The City Engineer reviewed the final subdivision to determine compliance with legal requirements and recommends approval. The Kitsap Public Health District and Bainbridge Island Fire District reviewed the final subdivision and recommend approval. The Department of Planning and Community Development evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances.

As annotated in bold font, the conditions are satisfied, and final plat approval is recommended.

SEPA Condition

1. Any non-exempt tree harvesting shall require the appropriate Forest Practices Permit from the Washington State Department of Natural Resources. The subdivision project conditions shall become conditions of the Forest Practices Permit.

   The Department of Natural Resources has issued a Forest Practices Permit.

Project Conditions

2. Prior to any construction activities, the Applicant shall obtain the appropriate permits from the City of Bainbridge Island, including but not limited to clearing, grading, and/or building permits.

   This condition is noted on the final plat.

3. If any historical or archaeological artifacts are uncovered during excavation or construction, work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Construction shall only continue thereafter in compliance with the applicable provisions of law.

   This condition is noted on the final plat.

4. Homesite areas not greater than 7,600 square feet per lot shall be depicted on the final plat.

   Homesite areas are depicted on the final plat and comply with this condition.

5. Lot coverage of 25 percent shall be allocated as proposed and noted on the face of the plat.

   Lot coverage of 25 percent is allocated in substantial compliance with the preliminary subdivision approval and noted on the final plat.

6. The following setbacks shall be noted and depicted on the final plat:

Building to building (on-site)	Minimum 10 feet
Building to exterior subdivision boundary line	Minimum 15 feet
Building to right-of-way (Madison Avenue)	Minimum 40 feet
Building to other streets (Internal right-of-way)	Minimum 15 feet

   The setbacks are noted and depicted on the final plat in compliance with this condition.

7. A ten foot width perimeter landscape buffer shall be maintained for the life of the project. Prior to final plat approval, the buffer shall be planted to edge planting standard (BIMC 18.15.010.D.4) or planting assured as provided in BIMC 18.15.010.H.

   Planting is financially assured with a performance bond.

8. The final plat shall comply with the following conditions of the Fire Marshal:

   A. The proposed project shall comply with all provisions of the adopted Fire Code.

   B. The proposed location of the fire hydrant appears acceptable at this time.

C. A fire flow test will be required prior to the issuance of any building permits. The flow test shall be conducted during a period of ordinary demand. Contact the Fire Marshal's office at 206-451-2033 for scheduling.

Condition 8.C. is noted on the final plat and the Fire Marshal recommends approval.

9. The Applicant shall comply with the following conditions to the satisfaction of the City Survey Program Manager:

   A. Duane Lane final order of vacation will need to be recorded before final subdivision.

   B. Madison Grove boundary line adjustment will need to be recorded before final subdivision.

   Recording the Duane Lane final order of vacation is the responsibility of the City. The Madison Grove boundary line adjustment is recorded. The Survey Program Manager recommends approval of the final plat.

10. The Applicant shall comply with the following conditions to the satisfaction of the City Engineer:

   A. General

      1) Survey monumentation shall be provided consistent with the Standards, Section 8-03.

      2) Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to the City for review and approval to construct all necessary infrastructure serving the divided lots and the offsite improvements proposed.

      3) Separate clearing and/or grading permits shall be required concurrently with the plat utility permit issuance to clear and grade the site.

      4) As-built civil construction plans stamped by a civil engineer shall be provided by the Applicant prior to final plat. The plans shall show constructed curb and gutter lines, sidewalk, paved roadway and entrance aprons, as well as all utilities and surface stormwater facilities.

   B. Facilities Extension

      1) The Developer Extension Agreement shall be executed at the plat utilities permitting application phase for the construction of roads and utilities to be inspected and accepted by the City.

      2) The plat shall be served by a publicly dedicated road providing a 40- foot right-of-way (ROW) to be dedicated to the City as required by a residential urban local access road. The dedicated ROW may include areas previously dedicated.

      3) ROW dedication along the full Madison Avenue North frontage shall be consistent with the City's survey program manager requirements of half the standard ROW for a secondary arterial roadway (30 feet) from the described centerline and may include areas previously dedicated.

      4) The plat road shall meet the standards of a residential urban roadway per the City of Bainbridge Island (COBI) standard DWG. 7-050. The Applicant may request a deviation to those standards with the civil improvement plan review to incorporate roadside Low Impact Development (LID) facilities, vegetation preservation, traffic calming measures and

hard surface reduction, where it is shown to the satisfaction of the Public Works Department that road functionality, safety, and maintainability are not compromised.

C. Utilities

1) The proposed 8-inch water main extension from Madison Avenue shall be located to allow both a minimum 10 feet of separation of the water main from existing and proposed sewer mains and provide adequate setback from the easement boundary lines to allow for construction, maintenance, and servicing of the new mains. If additional ROW or easement is required, it shall be provided.

2) Utilities not falling within the boundaries of existing or proposed ROW dedication areas will require a separate utility easement on the City's standard easement form to be recorded prior to or concurrently with approval of civil improvement plans.

D. Stormwater

1) A Stormwater Pollution Prevention Plan (SWPPP) prepared by a civil engineer licensed in the State of Washington is required prior to construction activities including clearing or grading or civil improvements for all phases of the project that complies with BIMC 15.20.

2) Disturbed project area totals approximately 2 acres. A sediment trap(s) per Department of Ecology BMP C240 shall be required where the total of on- and offsite contributing drainage area is less than 3 acres. Due to the constrained downstream storm drain system, a higher level of flow control protection is warranted. The sediment trap shall be designed with a storage capacity based on the 10-year peak flow of the developed site. The on-site permanent detention storage system may double as the sediment trap. Chemical treatment or filtration for purposes of temporary sediment control shall be required downstream of the sediment trap.

3) A final stormwater report shall be submitted detailing compliance with all applicable minimum requirements as required by BIMC 15.20, prepared by a civil engineer licensed in the State of Washington.

4) On-site Best Management Practices for soil management and Low Impact Development shall be employed consistent with the Stormwater Management Manual for Western Washington (SWMMWW) BMP T5.13 for surfaces not converted to hard surfaces after construction.

5) Prior to final plat submittal, the Applicant shall submit an operation and maintenance plan for the on-going maintenance of the storm drainage system.

6) Any on-site stormwater facilities shall remain privately owned and maintained. The owner(s) shall be responsible for maintenance of the storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before final plat submittal. The approved language for the Declaration of Covenant is found in BIMC Chapter 15.21, Exhibit A.

7) The project shall mitigate stormwater on-site to match the existing 100-year storm flows leaving the site, or, the Applicant shall prepare a hydrologic and hydraulic analysis to demonstrate that the future build- out conditions from the site combined with the

existing offsite drainage tributary to the storm drain system will not exceed the capacity of the existing system in Madison Avenue North.

E. Permitting

1) In addition to a clearing and/or grade and fill permit, a right-of-way (ROW) construction permit will be required prior to any construction activities within the existing right-of-way. The ROW permit will be subject to separate conditions and bonding requirements.

2) Application for a final plat shall require binding water and sewer availability letters from the City.

3) Installation of improvements and creation of as-built engineered plans must be completed prior to approval of final plat. In lieu of completion of those improvements and as-builts consistent with the conditions of a preliminary plat approval, the City engineer may accept an assurance device, in an amount and in a form determined by the City, but not to exceed 125 percent of the established cost of completing the infrastructure that secures and provides for the actual construction and installation of the improvements or the performance of the conditions within one year, or such additional time as the City engineer determines is appropriate after final plat approval.

4) The proposed action(s), phased or concurrent, in their totality would result in more than one (1) acre of earth disturbance on the site and drain to waters of the State. A Construction Stormwater General Permit shall be obtained from the Washington State Department of Ecology and the site shall be monitored for discharge of pollutants and sediment to the wetlands and stream for the duration of the project. No land clearing or construction permits shall be issued prior to obtaining the State permit.

Installation of improvements is financially assured in lieu of completion, as approved by the City Engineer. The City Engineer finds that the preliminary plat conditions are met and recommends approval of the final plat.

11. The following conditions shall be listed on the final plat: Conditions 1 – 7; applicable portions of Conditions 8 and 10.

    The applicable conditions are noted on the final plat.

12. The wetland delineated by Altmann Oliver Associates, LLC (Exhibit 24) shall be fenced and permanently protected via a recorded covenant on proposed Lot 8.

    The protective covenant is noted on the final plat.

SUBDIVISION PERFORMANCE BOND

BOND NO.: EACX140000087

WHEREAS, Millennial Builders, LLC (the "Principal") has applied for approval of a development known as Madison Grove (City File Nos. PLN50667 SUB & PU50667). As a condition of approval, the City has required various improvements in accordance with Chapter 2.16 of the Bainbridge Island Municipal Code ("BIMC") and an approved plat plan (the "Plan").

WHEREAS, pursuant to Section 2.16.160(L) BIMC, the City Council has determined that a performance bond will adequately protect the interests of the City.

NOW THEREFORE, the undersigned Principal and ENDURANCE ASSURANCE CORPORATION, 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 Eight Hundred Eighty-Two Thousand One Hundred Eight and xx/100 Dollars ($882,108.00), that being 125 percent of the established costs of completing the infrastructure, according to the following terms and conditions.

1. The Principal and Surety agree that in the event the improvements are not installed within one year in accordance with the Plan and Section 2.16.160(L) of the Bainbridge Island Municipal Code, then the Surety shall, within 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 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 has 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 install the improvements within the time period requested by the City, the City's 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 part of the City or its representatives.

3. In the event any lawsuit is instituted to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party in 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.

Sealed and dated this 9TH day of JULY, 20 18.

PRINCIPAL: **MILLENNIAL BUILDERS, LLC**

By: Todd McKitrick
(Print Name)

Signature: _____

Title: MANAGER

SURETY: **ENDURANCE ASSURANCE CORPORATION**

By: Carley Espiritu
(Print Name)

Signature: _____

Title: **Carley Espiritu, Attorney-in-Fact**

Address: **155 NE 100TH STREET, SUITE 201**

SEATTLE, WA 98125

Attachments: Original Surety Power of Attorney

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

EACX140000087

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint CARLEY ESPIRITU its true and lawful Attorney(s)-in-fact, to have full power to act to make, execute and deliver on its behalf, as surety or co-surety; a SUBDIVISION PERFORMANCE bond, under bond or undertaking number EACX140000087 provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum EIGHT HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED EIGHT AND 00/100S $ 882,108.00

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 24th day of October, 2017 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: PURCHASE
COUNTY OF WESTCHESTER

On the 24th day of October, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

NICHOLAS JAMES BENENATI, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: PURCHASE
COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9TH day of JULY ,20 18 .

(Corporate Seal)

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575
Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

LANDSCAPING PERFORMANCE BOND

BOND NO.: EACX140000088

WHEREAS, MILLENNIAL BUILDERS, LLC (the "Principal") has applied for approval of a development known as Madison Grove (City File No. PLN50667 FSUB). As a condition of approval, the City of Bainbridge Island (the "City") has required installation and maintenance of landscaping in accordance with Section 18.15.010 of the Bainbridge Island Municipal Code and a landscape planting plan approved by the City (the "Plan"). Pursuant to Section 18.15.010(H)(3) of the Bainbridge Island Municipal Code, the City may extend the time for compliance to allow installation of landscaping during the next appropriate planting season as approved by the City if the Director of Planning and Community Development of the City determines that a performance assurance device will adequately protect the interests of the City.

WHEREAS, the Director of Planning and Community Development of the City has determined that a performance bond is an appropriate form of maintenance assurance device.

NOW THEREFORE, the undersigned Principal and ENDURANCE ASSURANCE CORPORATION, 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 Fify four thousand one hundred sixty three Dollars ($54,163.00), that being 150 percent of the total landscaping costs of the Plan, according to the following terms and conditions.

1. The Principal and Surety agree that in the event the landscaping is not installed within sixteen months in accordance with the Plan and Section 18.15.010 of the Bainbridge Island Municipal Code, then the Surety shall, within 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 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 has 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 install the landscaping within the time period requested by the City, the City's 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 part of the City or its representatives.

3. In the event any lawsuit is instituted to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party in 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.

Sealed and dated this **10TH** day of **JULY**, 20**18**.

PRINCIPAL: **MILLENNIAL BUILDERS, LLC**

By: Todd McKittrick
(Print Name)

Signature: _____

Title: manager

SURETY: **ENDURANCE ASSURANCE CORPORATION**

By: **CARLEY ESPIRITU**
(Print Name)

Signature: _____

Title: **ATTORNEY-IN-FACT**

Address: **155 NE 100TH STREET, SUITE 201**

SEATTLE, WA 98125

Attachments: Original Surety Power of Attorney

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint CARLEY ESPIRITU its true and lawful Attorney(s)-in-fact, to have full power to act to make, execute and deliver on its behalf, as surety or co-surety; a PERFORMANCE bond, under bond or undertaking number EACX140000088 provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum FIFTY FOUR THOUSAND ONE HUNDRED SIXTY THREE AND 00/100S $ 54,163.00

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 24th day of October, 2017 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: PURCHASE
COUNTY OF WESTCHESTER

On the 24th day of October, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

NICHOLAS JAMES BENENATI, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: PURCHASE
COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10TH day of JULY ,20 18 .

(Corporate Seal)

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575
Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

CITY OF BAINBRIDGE ISLAND

Department of Public Works - Engineering

Memorandum

Date: June 21, 2018

To: Kelly Tayara, Senior Planner, Planning and Comm. Development

From: Peter Corelis, P.E., Development Engineer

Subject: PU50667 – Madison Grove Civil Improvements

The civil improvements estimate submitted to the City of Bainbridge Island dated June 20, 2018 for the Madison Grove preliminary subdivision (City file no. PLN50667 SUB) totaling $705,686 has been reviewed and approved by the City. An assurance bond equal to 125% of the improvements in the amount of $882,108 is required to fulfill the subdivision performance assurance provision under Bainbridge Island Municipal Code (BIMC) 2.16.160.L as it pertains to final plat application. The estimate contains assurance for construction of an on-site storm drain detention system in lieu of an offsite improvement.

Madison Grove PUP Engineer's Estimate
6/20/18

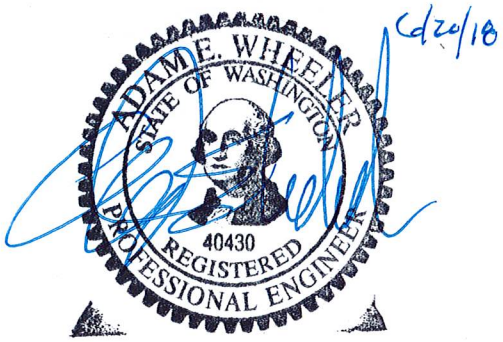
No.	Description	QTY	Unit	Unit Cost	Extended Cost
	DEMOLITION				
1	MOBILIZATION @ 10%	1	LS	$ 61,870.40	$ 61,870.40
2	SPCC PLAN	1	LS	$ 1,000.00	$ 1,000.00
3	SAWCUT PAVEMENT	183	LF	$ 1.40	$ 256.20
4	FULL DEPTH PAVEMENT REMOVED	169	SY	$ 100.00	$ 16,900.00
5	SIDEWALK AND CURB REMOVAL	40	SY	$ 125.00	$ 5,000.00
6	TREE REMOVAL	1	LS	$ 10,000.00	$ 10,000.00
	SUBTOTAL (DEMO)				**$ 95,026.60**
	TESC				
7	INLET PROTECTION	14	EA	$ 50.00	$ 700.00
8	SILT FENCE	682	LF	$ 5.00	$ 3,410.00
9	CONSTRUCTION FENCE	1244	LF	$ 1.50	$ 1,866.00
10	TREE PROTECTION FENCE	696	LF	$ 13.00	$ 9,048.00
11	INTERCEPTOR SWALE	537	LF	$ 2.00	$ 1,074.00
12	TEMPORARY SEEDING AND MULCHING	2.25	AC	$ 1,000.00	$ 2,250.00
13	SEDIMENT PONDS	206.5	CY	$ 15.00	$ 3,097.50
14	CONSTRUCTION ENTRANCE	1	EA	$ 1,000.00	$ 1,000.00
15	CONCRETE CONTAINMENT AREA	1	EA	$ 400.00	$ 400.00
16	SEDIMENT TRAP	2	EA	$ 1,000.00	$ 2,000.00
17	TEMPORARY EMERGENCY SPILLWAY	2	EA	$ 500.00	$ 1,000.00
18	8" STORM DRAIN	58	LF	$ 15.00	$ 870.00
	SUBTOTAL (TESC)				**$ 26,715.50**
	EARTHWORK				
19	CLEARING AND GRUBBING	1	LS	$ 10,000.00	$ 10,000.00
20	TOPSOIL STRIPPING	1575	CY	$ 10.00	$ 15,750.00
21	ROADWAY EXCAVATION	1700	CY	$ 11.00	$ 18,700.00
22	EMBANKMENT COMPACTION	1700	CY	$ 5.00	$ 8,500.00
23	EXPORT	900	CY	$ 20.00	$ 18,000.00
24	UTILITY TRENCH EXCAVATION	1935	CY	$ 5.00	$ 9,675.00
25	WATER SERVICE TRENCH	211	LF	$ 10.50	$ 2,215.50
26	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERI	400	CY	$ 40.00	$ 16,000.00
27	RAIN GARDEN SOIL	198	CY	$ 31.00	$ 6,138.00
28	STACKED BLOCK RETAINING WALL	520	SF	$ 15.00	$ 7,800.00
	SUBTOTAL (EARTHWORK)				**$ 112,778.50**
	PAVING				
29	ASPHALT PAVING	113	TN	$ 130.00	$ 14,690.00
30	ATB	113	TN	$ 120.00	$ 13,560.00
31	CRUSHED SURFACING TOP COURSE	96	TN	$ 40.00	$ 3,840.00
32	CRUSHED SURFACING BASE COURSE	193	TN	$ 38.00	$ 7,334.00
33	CONCRETE ROLLED CURB	262	LF	$ 22.00	$ 5,764.00
34	CONCRETE DEPRESSED CURB	110	LF	$ 22.00	$ 2,420.00
35	CONCRETE TRAFFIC CURB	343	LF	$ 22.00	$ 7,546.00
36	CONCRETE CURB AND CUTTER	342	LF	$ 22.00	$ 7,524.00

City of Bainbridge Island
JUN 20 2018
Planning and Community Development

Madison Grove PUP Engineer's Estimate
6/20/18

	PAVING (CONTINUED)					
37	CONCRETE SIDEWALK	3164	SF	$ 8.00	$	25,313.60
38	CONCRETE SIDEWALK RAMP	2	EA	$ 1,450.00	$	2,900.00
39	18" THERMOPLASTIC WHITE MARKING	10	LF	$ 20.00	$	200.00
40	8" THERMOPLASTIC WHITE PARKING	80	LF	$ 10.00	$	800.00
41	TRAFFIC SIGNAGE	2	EA	$ 200.00	$	400.00
	SUBTOTAL (PAVING)				**$**	**91,891.60**
	DRAINAGE					
42	CONNECTION TO EXISTING	1	EA	$ 750.00	$	750.00
43	RAIN GARDEN CONTROL STRUCTURE	2	EA	$ 1,700.00	$	3,400.00
44	RAIN GARDEN WEIR	7	EA	$ 750.00	$	5,250.00
45	RAIN GARDEN UNDERDRAIN	208	LF	$ 23.00	$	4,784.00
46	12" CPSP	607	LF	$ 35.00	$	21,245.00
47	6" PVC	165	LF	$ 18.00	$	2,970.00
48	STORM CLEANOUTS	12	EA	$ 250.00	$	3,000.00
49	CATCH BASIN TYPE 1	12	EA	$ 1,000.00	$	12,000.00
50	STORMFILTER	1	EA	$ 18,000.00	$	18,000.00
51	CB TYPE 2 48"	2	EA	$ 2,000.00	$	4,000.00
	SUBTOTAL (DRAINAGE)				**$**	**74,649.00**
	ALTERNATIVE DRAINAGE					
52	DETENTION TANK CONTROL STRUCTURE	1	EA	$ 4,000.00	$	4,000.00
53	4' DETENTION TANK	285	LF	$ 250.00	$	71,250.00
	SUBTOTAL (ALTERNATIVE DRAIANGE)				**$**	**75,250.00**
	SANITARY SEWER					
54	CONNECTION TO EX. SYSTEM	1	LS	$ 2,000.00	$	2,000.00
55	6" PVC	302	LF	$ 15.00	$	4,530.00
56	8" PVC	646	LF	$ 35.00	$	22,610.00
57	CASING	20	LF	$ 40.00	$	800.00
58	SEWER CLEANOUT	8	EA	$ 125.00	$	1,000.00
59	SANITARY SEWER MANHOLE 48"	7	EA	$ 3,250.00	$	22,750.00
	SUBTOTAL (SANITARY SEWER)				**$**	**53,690.00**
	WATER					
60	CONNECTION TO EX. SYSTEM	2	EA	$ 4,000.00	$	8,000.00
61	8" DIP	930	LF	$ 40.00	$	37,200.00
62	WATER SERVICE CONNECTION 1"	211	LF	$ 15.00	$	3,165.00
63	BLOW OFF	3	EA	$ 1,000.00	$	3,000.00
64	FIRE HYDRANT	1	EA	$ 4,000.00	$	4,000.00
65	AIR VAC	1	EA	$ 2,000.00	$	2,000.00
66	8" FITTING	11	EA	$ 600.00	$	6,600.00
67	8" GATE VALVE	7	EA	$ 1,000.00	$	7,000.00
68	6" GATE VALVE	1	EA	$ 750.00	$	750.00
	SUBTOTAL (WATER)				**$**	**62,965.00**

	MISCELLANEOUS				
69	SURVEYING	1 LS	$ 15,000.00	$	15,000.00
70	ASBUILT	1 LS	$ 2,000.00	$	2,000.00
71	MAILBOXES	1 LS	$ 2,000.00	$	2,000.00
72	LANDSCAPING/IRRIGATION	1 LS	$ 25,000.00	$	25,000.00
73	SPLIT RAIL FENCE	113 LF	$ 4.00	$	452.00
74	TRAFFIC CONTROL	1 LS	$ 10,000.00	$	10,000.00
	SUBTOTAL (MISCELLANEOUS)			**$**	**54,452.00**
	Construction Item Subtotal			**$**	**647,418**
	WSST (9%)			**$**	**58,268**
	Estimated Total Construction Cost			**$**	**705,686**



6/20/18

APPROVED
CITY OF BAINBRIDGE ISLAND
DEVELOPMENT ENGINEER

P.S. 6/20/18

SIGNATURE DATE

Art By Nature, Inc
11032 159th Ave NE
Granite Falls, WA 98252

Bid

Date	Bid #
7/2/2018	7614

Millenial Builders
17837 1st Ave S. PMB#2
Normandy Park, WA 98148

Project

Madison Grove

Description	Qty	Rate	Total
Madison Grove - plans dated 6/29/2018			
Deciduous Buffer Tree - 2" Cal (Pacific Sunset Maple, Autumn Brilliance Serviceberry, Oregon Ash, Aristocrat Flowering Pear)	22	75.00	1,650.00T
Street Tree - 2.5" Cal (Bowhall Maple, Pacific Sunset Maple, Regal Prince Oak)	2	175.00	350.00T
Evergreen Buffer Shrub - 5 Gal (Helleri Japanese Holly, Compact Oregon Grape, David Viburnum)	407	18.50	7,529.50T
Groundcover - 1 Gal/18" O.C. *9350 sf Kinnikinnick, Bearberry Cotoneaster, 'Lipstick' Strawberry	4,208	3.50	14,728.00T
*Hydroseed lawn would be $1,402.50			
Topsoil (per yard) @ 6" *15,420 sf	286	20.50	5,863.00T
Hydroseed (per square foot) - Rain Garden Native Mix	2,585	0.15	387.75T
Bark - (per yard) @ 2" *12,835 sf	79	26.00	2,054.00T
Tree stakes (2 per tree)	48	5.50	264.00T

Subtotal

Sales Tax (10.0%)

Total

Phone #	Fax #
(360)691-1810	(360)691-1819

Signature of Acceptance

Art By Nature, Inc
11032 159th Ave NE
Granite Falls, WA 98252

Bid

Date	Bid #
7/2/2018	7614

Millenial Builders
17837 1st Ave S. PMB#2
Normandy Park, WA 98148

Project
Madison Grove

Description	Qty	Rate	Total
Exclusions- - Irrigation - Rototilling - Maintenance & Removal of Invasive Species (can be performed at a rate of $49.50/hr+ Dump Fees) - Watering - Plant material is subject to substitution due to season or availability. - Any deviation of quantities on this bid can be billed at its per unit cost as listed - Rock Raking, Straw Removal, or Trash Pick up for prep of site is billed out at $49.50 per hour. - All Grades must provide adequate drainage prior to installation of landscaping. - All subgrades must be clear of vegetation and rocks prior to installation. - French Drains or Catch Basins - Art by Nature does not warranty any plant material, or sod/hydroseed without an Art by Nature installed irrigation system, and a 1 year Maintenance contract with Art by Nature. - All prices valid for 30 days.			0.00

Subtotal	$32,826.25
Sales Tax (10.0%)	$3,282.63
Total	**$36,108.88**

Phone #	Fax #
(360)691-1810	(360)691-1819

Signature of Acceptance _____

Madison Grove

Situate in

NE.1/4 NE.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

DEDICATION

Know all men by these presents, that we the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets shown on the plat and the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots shown on this plat in the reasonable original grading of all streets, roads and alleys shown hereon; also the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Dimensions and uses of all lots embraced in the plat and subject to and shall be in conformance with the City of Bainbridge Island Zoning Regulations. The owners hereof and their successors and assigns hereby waive all claims for damages against any governmental authority arising from the construction and maintenance of public property within this plat.

In witness whereof we have set our hands and seals this _____ day of _____, 20____.

_____

Millennial Builders LLC
by Todd McKittrick
Managing Member

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known (or proven on the basis of satisfactory evidence) to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to executed said instrument.

IN WITNESS THEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

NOTARY PUBLIC in and for the State of
, residing at _____
My commission expires _____
Print Name: _____

LEGAL DESCRIPTION

Parcel I:
Resultant Parcel A of Boundary Line Adjustment recorded in Volume 86 of Surveys, Pages 66 through 69, inclusive under Auditor's File No. 20185020037, being a portion of the Northeast quarter of the Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.
Parcel II:
Parcel C of City of Winslow Short Plat No. W-18 recorded under Auditor's File No. 8312080074, and amended under Auditor's File Nos. 8809010112 and 8811180181, being a portion of the Northeast quarter of the Northeast Quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.
Parcel III:
Parcel D of City of Winslow Short Plat No. W-18 recorded under Auaitor's File No. 8312080074, and amended under Auditor's File Nos. 8809010112 and 8811180181, being a portion of the Northeast quarter of the Northeast Quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

EASEMENT PROVISIONS

The undersigned hereby grants, conveys and quit claims to Puget Sound Energy Company, City of Bainbridge Island, Comcast, Century Link and MADISON GROVE Homeowners Association their respective successors and assigns, a non-exclusive easement under, across, through and upon the areas depicted and labeled as "Utility Easement" for the purpose of installation, placement, construction, renewal, operation, use and maintenance of underground conduits, cable, pipeline and wires, together with the necessary facilities and other equipment appurtenant thereto, for the purpose of providing service to MADISON GROVE with electric, water, sewer, telephone, drainage, gas and cable television service, together with the right of reasonable access to said property and to enter upon all tracts and lots located within Windslow Grove to facilitate the purposes set forth herein, to the extent reasonable and practical. Any such utility shall be required, as a condition of the easement granted herein to restore the easement areas following installation, maintenance or repair to the condition existing prior to said activity. All storm drain easements shall favor the MADISON GROVE Home Owners Association and the City of Bainbridge Island.

COVENANTS

See Declaration of Easements, Covenants, Conditions and Restrictions on the Plat of "MADISON GROVE"as recorded under Auditor's File No. _____ records of Kitsap County, Washington.

PROJECT NOTES

Applicant: Millennial Builders LLC
17837 First Ave. S. PMB 2
Normandy Park, WA 98148

Atten: Todd McKittrick
todd@millennialbuilders.com
(206)571-8080

APPLICATION #
ASSESSOR'S #272502-1-126-2001, 272502-1-141-2002
ASSESSOR'S #272502-1-140-2003,

CURRENT USE: RESIDENTIAL/VACANT
WATER SERVICE: CITY OF BAINBRIDGE ISLAND
SEWER SERVICE: CITY OF BAINBRIDGE ISLAND
ZONING: UR 4.3
COMP PLAN: UR
FEMA FLOOD INSURANCE RATE MAP DESIGNATION = X
AREA: 87,861 Sq.Ft. 2.02 Acres.
STORMWATER: ON-SITE STORM DRAINAGE DISPOSED OF VIA RAIN GARDENS/ INFILTRATION.

FIRE FLOW: COMPLIANCE WITH FIRE FLOW REQUIREMENTS PER CITY WATER SYSTEM

SURVEYOR'S CERTIFICATE

I, Steven E. Ottmar, registered as a professional land surveyor by the State of Washington certify that this plat is based on an actual survey of the land herein described conducted by me or under my supervision, during the period Nov. 2016 through June 2018, that the distances, courses, and angles are shown hereon correctly; and that monuments other then those monuments approved for setting at a later date, have been set and the lot corners staked on the ground as depicted on the Plat.

7-11-2018

STEVEN E. OTTMAR — STATE OF WASHINGTON — 20798 — REGISTERED — PROFESSIONAL LAND SURVEYOR

APPROVALS

ENGINEER

Approved by the City Engineer this _____ day of _____ 20___.

_____

City Engineer, City of Bainbridge Island

DIRECTOR OF PLANNING & COMMUNITY DEVELOPMENT

Approved by the Director of Planning and Community Development this _____ day of _____, 20_____.

_____

Director of Planning and Community Development
City of Bainbridge Island

CITY COUNCIL

Approved by the City Council this _____ day of _____ 20___.

_____

City Council, City of Bainbridge Island

HEALTH DEPARTMENT

Approved by the Health Department of Kitsap County this _____ day of _____, 20_____.

_____

Director of Health, Kitsap County Health Department

TREASURER'S CERTIFICATE

I, _____, Treasurer of Kitsap County, Washington, Hereby certify that all taxes on the herein described property are fully paid to and including the year 20_____.

_____

Kitsap County Treasurer

RECORDING CERTIFICATE

Filed for record at the request of _____

this _____ day of _____, 20____, at _____ minutes past _____ o'clock _____ M., and recorded in volume _____ of plats, pages _____, records of Kitsap County, Washington.

_____ _____

Kitsap County Auditor By, Deputy

City of Bainbridge Island
JUL 11 2018
REVISED

Planning and
Community Development

Sheet 1 of 5

PROJECT DATA

AES CONSULTANTS, INC.
P.O. BOX 930 · SILVERDALE, WA. 98383 · (360)692-6400

Drawn By:	B.J.M.
Date:	7/10/18
Checked By:	S.E.O.
Job No.	6474

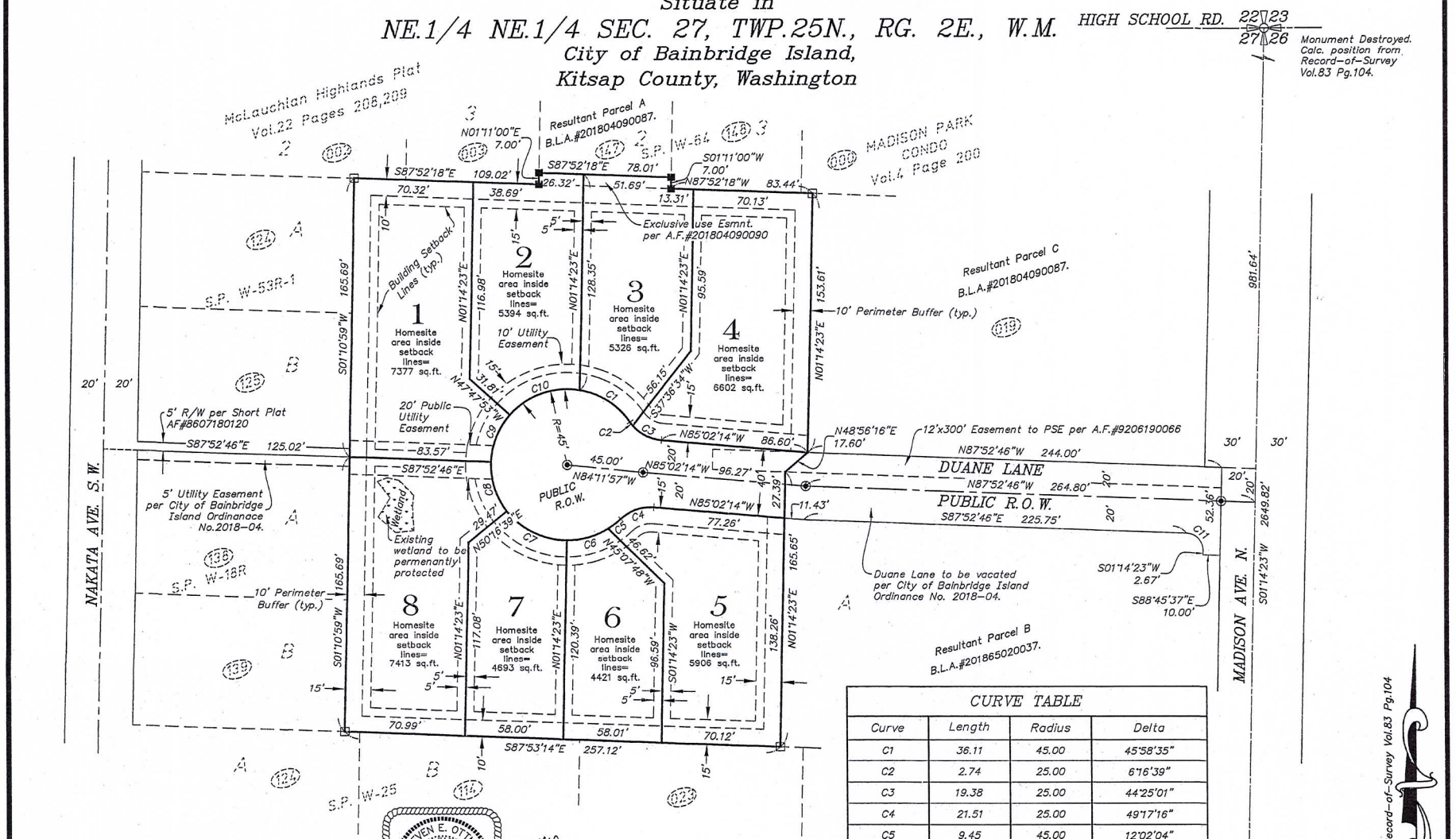
Madison Grove

Situate in

NE.1/4 NE.1/4 SEC. 27, TWP.25N., RG. 2E., W.M.

City of Bainbridge Island,

Kitsap County, Washington



CURVE TABLE			
Curve	Length	Radius	Delta
C1	36.11	45.00	45°58'35"
C2	2.74	25.00	6°16'39"
C3	19.38	25.00	44°25'01"
C4	21.51	25.00	49°17'16"
C5	9.45	45.00	12°02'04"
C6	25.74	45.00	32°46'06"
C7	40.93	45.00	52°06'33"
C8	31.34	45.00	39°54'32"
C9	30.58	45.00	38°56'12"
C10	45.75	45.00	58°14'53"
C11	45.65	10.00	89°07'09"

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

7/1/2018

LEGEND

- ● Set ½" rebar flush with ground with yellow cap imprinted "S.E.O. 20795" with 2"x2" white guard stake.
- ○ Found rebar & cap.
- ◉ Set 1" Dia bronze I.D. cap in 2"x24" concrete filled pipe.
- ■ Set 3" Dia by 24" concrete monument with brass I.D. cap.
- □ Poured concrete collar around existing Iron Pipe.

LOT DETAILS

AES CONSULTANTS, INC.

P.O. BOX 930 · SILVERDALE, WA. 98383 · (360)692-6400

Drawn By:	B.J.M.
Date:	7/10/18
Checked By:	S.E.O.
Job No.	6474

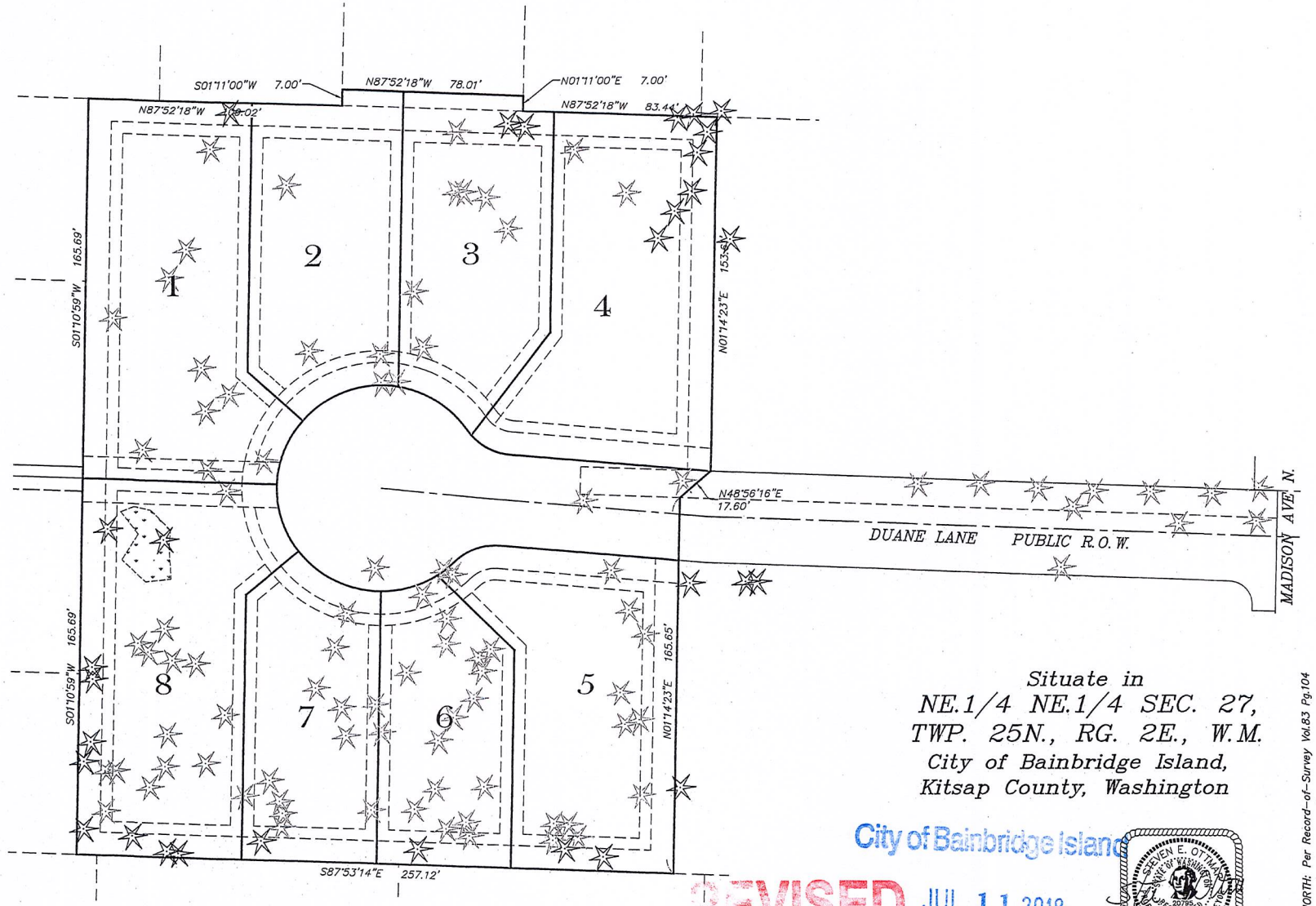
City of Bainbridge Island

REVISED JUL 11 2018

Planning and Community Development

Sheet 2 of 5

Madison Grove



Situate in
NE.1/4 NE.1/4 SEC. 27,
TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island,
Kitsap County, Washington

City of Bainbridge Island

REVISED JUL 11 2018

Planning and Community Development

STATE OF WASHINGTON STEVEN E. OTTMAR 20795 REGISTERED PROFESSIONAL LAND SURVEYOR

7-11-2018

NORTH: Per Record-of-Survey Vol.83 Pg.104

TREE LEGEND

= Trees to be retained

= Not required for retention

Refer to Tree Inventory and Assessment by Tree Solutions Inc. for detailed inventory.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

TREE RETENTION PLAN

AES CONSULTANTS, INC.
P.O. BOX 930 · SILVERDALE, WA. 98383 · (360)692-6400

Drawn By:	B.J.M.
Date:	5/29/18
Checked By:	S.E.O.
Job No.	6474

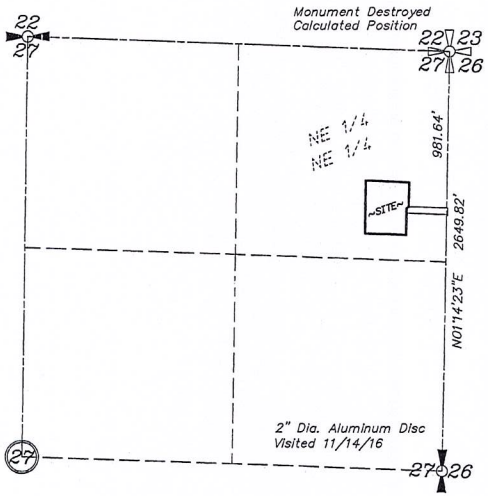
Sheet 3 of 5

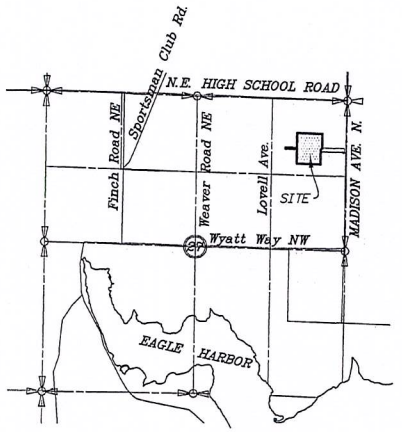
Madison Grove

Situate in
NE.1/4 NE.1/4 SEC. 27, TWP. 25N., RG. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

CONDITIONS OF APPROVAL

1.)Any non-exempt tree harvesting shall require the appropriate Forest Practices Permit from the Washington State Department of Natural Resources. The subdivision project conditions shall become conditions of the Forest Practices Permit.
2.)Prior to any construction activities, the Applicant shall obtain the appropriate permits from the City of Bainbridge Island, including but not limited to clearing, grading, and/or building permits.
3.) If any historical or archaeological artifacts are uncovered during excavation or construction, work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Construction shall only continue thereafter in compliance with the applicable provisions of law.
4.) Lot coverage of 25 percent shall be allocated as proposed and noted in the Lot coverage chart.
5.) A ten foot width perimeter landscape buffer shall be maintained for the life of the project. Prior to final plat approval, the buffer shall be planted to edge planting standard (BIMC 18.15.010.D.4) or planting assured as provided in BIMC 18.15.010.H.
6.) A fire flow test will be required prior to the issuance of any building permits. The flow test shall be conducted during a period of ordinary demand. Contact the Fire Marshal's office 206-451-2033 for scheduling.
7. A Stormwater Pollution Prevention Plan (SWPPP) prepared by a civil engineer licensed in the State of Washington is required prior to construction activities including clearing or grading or civil improvements for all phases of the project that complies with BIMC 15.20.
8.) Any on-site stormwater facilities shall remain privately owned and maintained. The owner(s) shall be responsible for maintenance of the storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before final plat submittal. The approved language for the Declaration of Covenant is found in BMIC Chapter 15.21, Exhibit A.





VICINITY MAP

TITLE NOTES

1.)Site is subject to an easement for electrical transmission and distribution lines to benefit Puget Power per Auditor's File No. 189462. The description contained therein is insufficient to specifically locate said easement.

2.)Site is subject to an easement for electrical transmission and distribution lines to benefit Puget Power per Auditor's File No. 530585. The description contained therein is insufficient to specifically locate said easement.

3.)Site is subject to an easement for roadway purposes per Auditor's file No. 629714. The easement area is now a public road.

4.)Site is subject to an easement for electrical transmission and distribution lines to benefit Puget Power per Auditor's File No. 789018. The description contained therein is insufficient to specifically locate said easement.

5.)Site is subject to an easement for electrical transmission and distribution lines to benefit Puget Power per Auditor's File No. 789025. The description contained therein is insufficient to specifically locate said easement.

Lot Areas	
TOTAL	87,861 sq. ft.
Lot 1	12,358 sq. ft.
Lot 2	8,374 sq. ft.
Lot 3	8369 sq. ft.
Lot 4	11,639 sq. ft.
Lot 5	10,692 sq. f.t
Lot 6	6778 sq. ft.
Lot 7	7,297 sq. ft.
Lot 8	12,439 sq. ft.
R/W	9915 sq. ft.

Lot Coverage *	
Lot	Max. Footprint
1	2745 sq. ft.
2	2745 sq. ft.
3	2745 sq. ft.
4	2745 sq. ft.
5	2745 sq. ft.
6	2745 sq. ft.
7	2745 sq. ft.
8	2745 sq. ft.

21,965 sq. ft. Total
(25% of Total site)

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City of Bainbridge Island
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	Minimum
Building to Building	10 feet
Building to exterior subdivision boundary	15 feet
Building to internal street	15 feet
Maximum Lot Coverage per Lot	See Table

NORTH: For Record-of-Survey Vol.83 Pg.104

STEVEN E. OTTMAR
STATE OF WASHINGTON
21878
REGISTERED
PROFESSIONAL LAND SURVEYOR

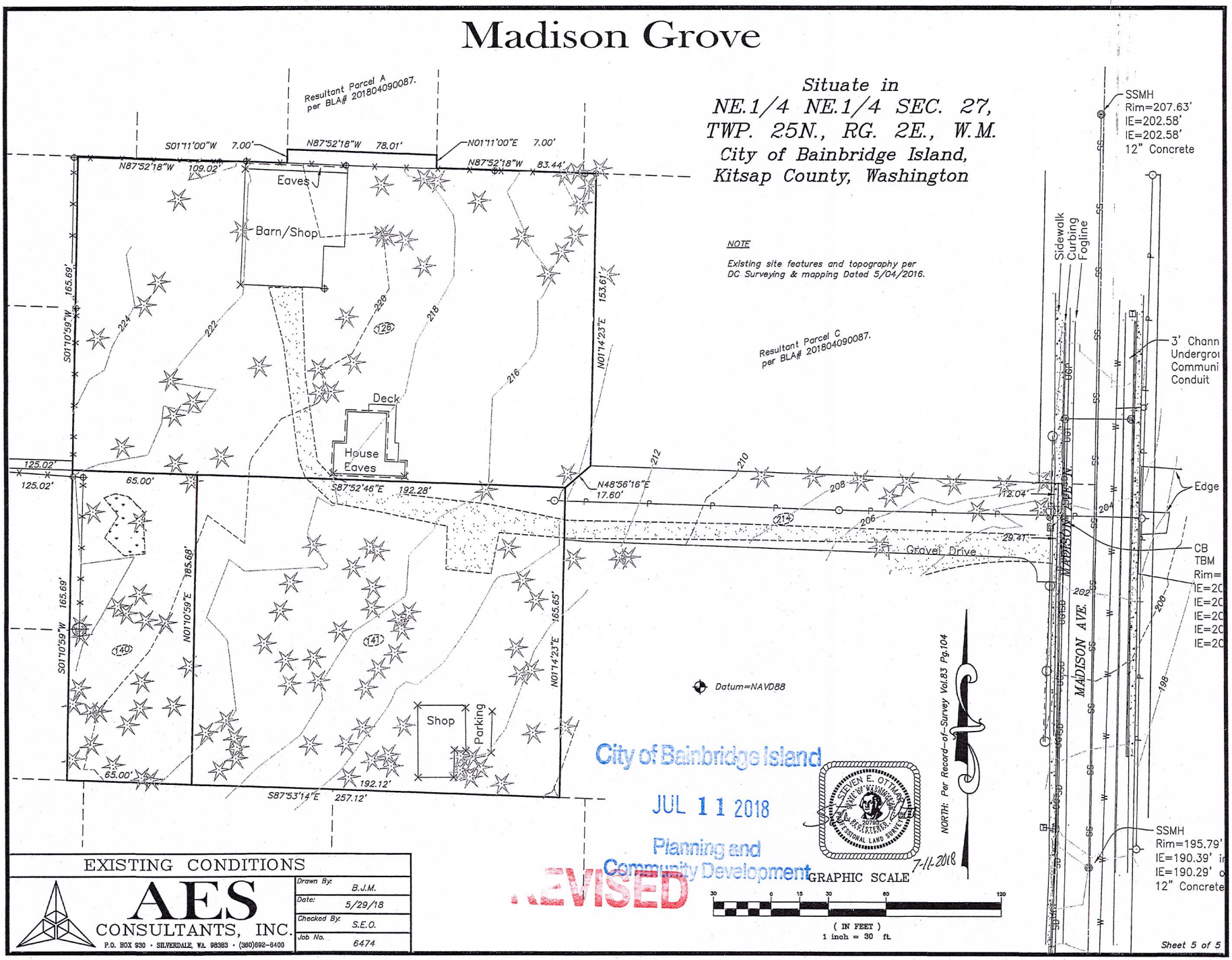
7-11-2018

PROJECT DATA

AES CONSULTANTS, INC.
P.O. BOX 930 · SILVERDALE, WA. 98383 · (360)692-6400

Drawn By:	B.J.M.
Date:	7/11/18
Checked By:	S.E.O.
Job No.	6474

Madison Grove



City of Bainbridge Island
JUL 11 2018
Planning and Community Development

REVISED 7-11-2018

EXISTING CONDITIONS

AES CONSULTANTS, INC.
P.O. BOX 930 · SILVERDALE, WA. 98383 · (360)692-6400

Drawn By:	B.J.M.
Date:	5/29/18
Checked By:	S.E.O.
Job No.	6474

BEFORE THE HEARING EXAMINER
FOR THE CITY OF BAINBRIDGE ISLAND

In the Matter of the Application of	)	No. PLN 50667 SUB
	)	
Todd McKittrick, on behalf of	)	
Gary and Susan Ohrt	)	Madison Grove Subdivision
	)	
	)	**FINDINGS, CONCLUSIONS,**
For Approval of a Preliminary Plat	)	**AND DECISION**

SUMMARY OF DECISION

The request for a preliminary plat to subdivide 2.25 acres into eight lots and to construct a public access road, at 997 Madison Avenue, is **APPROVED**. Conditions are necessary to mitigate specific impacts of the proposed development.

SUMMARY OF RECORD

Hearing:
The Hearing Examiner held an open record hearing on the request on April 20, 2018.

Testimony:
The following individuals testified under oath at the open record hearing:

Kelly Tayara, Associate City Planner
Peter Corelis, Development Engineer, P.E.

Attorney Randy Olsen represented the Applicant.

Exhibits:
The following exhibits were admitted into the record:

1. Application / Preliminary Long Subdivision Application, received November 16, 2016
2. Preliminary plat
    a. Project Data (Sheet 1 of 5), dated April 16, 2018
    b. Lot Details (Sheet 2 of 5), dated April 16, 2018
    c. Tree Retention Plan (Sheet 3 of 5), dated April 16, 2017
    d. Project Data (Sheet 4 of 5), dated April 16, 2018
    e. Existing Conditions (Sheet 5 of 5), dated April 16, 2018
3. Preliminary Civil Plans, revised September 14, 2018
    a. Site and TESC Plan (C1 – Sheet 1 of 3)
    b. Preliminary Site Plan (C2 – Sheet 2 of 3)
    c. Utility, Drainage, and Grading Plan (C3 – Sheet 3 of 3)

4. Revised Utility Design, Browne Wheeler Engineers, Inc., dated January 19, 2018
5. Landscape plans, dated November 2016
    a. Preliminary Landscape Plan (L1 – Sheet 1 of 2)
    b. Landscape Inset Plan and Notes (L2 – Sheet 2 of 2)
6. Traffic Impact Analysis, Gibson Traffic Consultants, dated November 2016
7. Lot Closures, Job #6474, dated April 16, 2018
8. Subdivision Guarantee, First American Title, received April 9, 2018
9. Environmental (SEPA) Checklist, with Staff Response, dated December 8, 2016
10. Notice of Application and SEPA Comment Period, dated December 23, 2016; with Certificate of Posting, dated March 28, 2018; and Declaration of Mailing of notice of Public Hearing, mailed on April 5, 2018
11. Ordinance 2018-04, Duane Lane Right-of-Way Vacation, effective March 6, 2018
12. Public Benefit, Development and Permit Processing Agreement (Ohrt, CCHD, Mattis, and City), dated March 15, 2018
13. Public Benefit, Development and Permit Processing Agreement (Central Highlands, Wallace, Madison, and City), dated March 16, 2018
14. Madison Avenue Access Agreement (Ohrt, Madison Landings Company, CCHD, Central Highlands, and Wallace Cottages), dated March 16, 2018
15. Developer Agreement Map, undated
16. Email from Lara Lant to Kelly Tayara, dated December 27, 2016, with email string
17. Memo from Assistant Chief Luke Carpenter, Fire Marshal, to Kelly Tayara, dated April 3, 2017
18. Memorandum from Peter Corelis, P.E., to Kelly Tayara, dated March 7, 2018
19. Notice of Mitigated Determination of Nonsignificance (MDNS), issued March 22, 2018
20. Email from Dee DuMont to PCD, dated November 18, 2016
21. Notice of Public Hearing, dated March 30, 2018; with Memorandum from Kelly Tayara to Jane Rasely, dated March 19, 2018
22. Staff Recommendation, dated April 12, 2018
23. Email from Randall Olsen to Kelly Tayara, dated April 19; with letter from Randall Olsen to Hearing Examiner, dated April19, 2018, and attachments
24. Wetland Delineation, Altmann Oliver Associates, LLC, dated November 28, 2016
25. Revised plans
    a. Revised Site Plan (C1 – Sheet 1 of 5), received January 5, 2018
    b. Revised Grading Plan (C2 – Sheet 2 of 5), received October 18, 2017
    c. Revised Grading Profiles and Sections (C3 – Sheet 3 of 5), received October 18, 2017
    d. Revised Utility Plan (C4 – Sheet 4 of 5), received January 5, 2018
    e. Revised LID Site Assessment (C5 – Sheet 5 of 5), received October 18, 2017

The Hearing Examiner enters the following findings and conclusions based upon the testimony at the open record hearing and admitted exhibits:

FINDINGS

Application and Notice

1. Todd McKittrick, on behalf of Gary and Susan Ohrt (Applicant),[1] requests preliminary plat approval to subdivide 2.24 acres into eight lots, including a public access road.[2] The property is located at 997 Madison Avenue.[3] *Exhibits 1 through 3; Exhibit 5; Exhibit 22, Staff Recommendation, page 1; Exhibit 25.*

2. The City of Bainbridge Island (City) determined the application was complete on December 15, 2016. The City issued a combined Notice of Application/SEPA threshold, with a publication date of December 23, 2016, and a comment deadline of January 6, 2017. The City issued a Notice of Public Hearing with a publication date of March 30, 2018. The Applicant's representative posted notice on the property on March 28, 2018. City Associate Planner Kelly Tayara testified that she observed notice of the hearing posted at two different locations on the property. On April 5, 2018, notice of the hearing was mailed to property owners within 500 feet of the property. *Exhibit 10; Exhibit 21; Exhibit 22, Staff Recommendation, page 5; Testimony of Ms. Tayara.*

3. The City received one comment from the public expressing concern about flooding of houses in the area and the danger of walking in the area due to the lack of sidewalks. The City planner responded to this concern by stating that the developer must follow the International Residential Code, which includes installation of proper drains that would drain to a detention system to ensure a reduction of the rate of flow from the existing rate, which should reduce the potential for flooding. In addition, sidewalks would be constructed within the proposed subdivision to help ensure safe walking. *Exhibit 4; Exhibit 20; Exhibit 22, Staff Recommendation, page 5.*

4.

[1] Applicant's attorney Randall Olsen stated that Mr. McKittrick is acting as the agent of the property owners Gary and Susan Ohrt. *Statement of Mr.Olsen.*

[2] The project is part of a group of developments involving four agreements between the City and two developers. In addition to this proposal, the other agreements involve Wallace Cottages, Madison Place, the Reserve at Winslow, and Winslow Grove (all subdivisions), and Madison Landing (a multi-family project). *Exhibits 11 to 16; Exhibit 22, Staff Recommendation, page 1.*

[3] The application identifies the property by Tax Assessor Parcel Nos. 272502-1-126-2001; 272502-1-140-2003; 272502-1-141-2002, and 27502-1-214-2004. *Exhibit 1.* A legal description of the property is provided with the application and the preliminary plat cover sheet. *Exhibit 25.a.* Ms. Tayara testified that Duane Lane (a flag-pole access) would be transferred to property to the south of the flag-pole as part of a Boundary Line Adjustment. *Exhibit 22, Staff Recommendation, page 3; Testimony of Ms. Tayara.*

State Environmental Policy Act

5. The City acted as lead agency and analyzed the environmental impacts of the proposal, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). The City reviewed the Applicant's environmental checklist and other information on file and determined that, with a condition, the proposal would not have a probable significant adverse impact on the environment. The condition requires any non-exempt tree harvesting to obtain a Forest Practices Permit from the Washington State Department of Natural Resources. The Applicant's Environmental Checklist identified squirrels, deer, and common birds, such as finches, chickadees, and nuthatches, as having been observed or known to be on or near the site. No threatened or endangered species are known to be on or near the site. The City used the optional Determination of Nonsignificance (DNS) process under Washington Administrative Code (WAC) 197-11-355, and issued notice of the threshold determination with the notice of application, as noted in Finding 2. The City issued a Notice of Mitigated Determination of Nonsignificance (MDNS) on March 22, 2018, with an appeal deadline of April 5, 2018. The MDNS was not appealed. *Exhibit 9; Exhibit 19; Exhibit 22, Staff Recommendation, page 5.*

6. Altmann Oliver Associates, LLC, prepared a Wetland Delineation Report for the Applicant, dated November 28, 2016. A small, 496 square foot depressional wetland is located along the west margin of the site. City staff determined that this wetland is not a regulated wetland. The Applicant's Environmental Checklist proposed that the wetland be fenced and protected permanently with a recorded covenant on proposed Lot 8. *Exhibit 9; Exhibit 22, Staff Recommendation, page 5; Exhibit 24.*

Comprehensive Plan and Zoning

7. The property is designated Mixed Use Town Center-Madison Avenue Overlay District. The property is also within the Secondary Study Area of the Winslow Master Plan Area under the City Comprehensive Plan. The Comprehensive Plan focuses growth within Winslow, the urban core of the island. City staff identified Comprehensive Plan goals and policies that are relevant to the proposal: Land Use Element goals LU-5, to focus urban development in designated centers, and LU-6, to ensure a development pattern that reduces the conversion of undeveloped land into sprawling development. City staff also identified Cultural Element goal CUL-3, to preserve places where the Island's history can be experienced, interpreted, and shared with the general public. City staff determined that the project would meet these goals and that the project would be served by public water and sewer, is proximate to public services, and reduces reliance on automobiles due to proximity to the Winslow commercial districts. City staff also recommended a condition to ensure that work would be stopped and that the City and Washington State Office of Archeology and Historic Presentation would be notified if any historical or archaeological artifacts are uncovered during excavation and construction. *Exhibit 22, Staff Recommendation, page 4.*

8. Most of the property is located in the City's R-4.3 zone. Duane Lane makes up a "flag pole" to the east, allowing access from Madison Avenue within the Mixed Use Town Center-Madison Avenue Overlay District (MUTC-MAD). The Municipal Code provides that undeveloped areas should locate homesites in cluster groupings that are a maximum of 25 feet apart, with a maximum homesite area of 7,600 square feet per lot within the R-4.3 zone. *BIMC 17.120.30.* The proposed homesite areas are less than 25 feet apart and under 7,600 square feet in size. The City determined that the proposal is subject to Flexible Lot Dimensional Standards. *BIMC Table 18.12.020-1.* Minimum building setbacks include 10 feet from building to building (on-site); 15 feet from the exterior subdivision boundary line; 40 feet from the right-of-way (Madison Avenue); and 15 feet from other streets (internal right-of-way). Each lot would exceed the minimum lot size of 5,000 square feet, and the Health District has approved hookup to the City's public sewer system. The proposed site contains 88,567 square feet (prior to any right-of-way dedication) and, with eight lots, would meet the base R-4.3 zone density of 10,000 square feet per lot. Total available lot coverage in the R-4.3 zone is 25 percent, or 2,768 square feet per lot. *BIMC 18.12.050.K.* The proposed subdivision meets this requirement. *Exhibit 22, Staff Recommendation, pages 2, 3, and 7.*

Existing Site

9. The 2.25-acre property contains an existing single-family residence, with outbuildings, which would all be demolished. Approximately two acres of deciduous and evergreen trees, shrubs, and grass would be removed, with 0.9 acres replanted with vegetation. The property contains 11 percent slopes, with a 494 square foot depressional wetland along the west margin of the site. The property is not within the City's Shoreline Management Act jurisdiction. *Exhibit 1; Exhibit 9; Exhibit 22, Staff Recommendation, pages 2, 5, and 9.*

Access, Parking, and Traffic

10. Access to the lots would be provided from Madison Avenue via a vacated Duane Lane and a new 40-foot right-of-way, dedicated to the City, terminating in a cul-de-sac. The Madison Avenue frontage has an existing sidewalk and bike lane. The subdivision would include two parking spaces per dwelling unit. City Development Engineer Peter Corelis reviewed the application and determined that the roads and access comply with the "City of Bainbridge Island Design and Construction Standards and Specifications." *BIMC 17.12.040.E. Exhibit 2.b; Exhibit 4; Exhibit 18; Exhibit 22, Staff Recommendation, pages 2, 6, and 7.*

11. Gibson Traffic Consultants, Inc., prepared a Traffic Impact Analysis (TIA) for the Applicant, dated November 2016. The TIA prepared at that time was based on a total of nine single-family residential units, rather than the eight lots proposed. The TIA determined that eight new single-family residential units would generate 76 new average daily trips, with six new AM peak-hour trips and eight new PM peak-hour trips. The TIA determined that the level of service (LOS) at Madison Avenue and High School Road would operate at acceptable level of service D or better during the 2035 concurrency year. Increased traffic impacts to the intersection of Madison Avenue and Wyatt Way,

currently operating at LOS E, are included as part of the City's Capital Improvement Plan. The TIA also determined that the stopping and intersection sight distance at the subdivision access road would be adequate and that no turning lane on Madison Avenue would be necessary. *Exhibit 3; Exhibit 22, Staff Recommendation, page 2.*

Trees and Landscaping

12. The property contains deciduous and conifer trees. The Washington Department of Natural Resources provided an email comment, dated December 27, 2016, requesting a Forest Practices Permit for any non-exempt tree harvesting. The Applicant provided a landscape plan that shows retention of trees within the subdivision perimeter buffer. *BIMC 18.15.010.* A cluster development option (BIMC 17.12.030.B) with a gross area of one acre or greater in the R-4.3 zone requires a 10-foot-wide, edge planting standard landscape perimeter. The preliminary plat depicts the required buffer. Prior to final plat approval, the Applicant would plant the buffer to edge planting standards as required in BIMC 18.15.010.D.4, or in BIMC 18.15.010.H. *Exhibit 2.c; Exhibit 5; Exhibit 16; Exhibit 22, Staff Recommendation, pages 5, 8, and 11.*

Stormwater

13. Browne Wheeler Engineers, Inc., prepared a utility design for the Applicant, dated January 19, 2018. The USDA classifies the site soils as Kapowsin gravelly ashy loam, which is not suitable for infiltration. The property receives runoff from subdivisions to the north and west. Runoff then flows to the southeast across the site and off the property to Madison Avenue where it is collected by the City's storm drainage system. The majority of the site would drain to a detention system running down the proposed access road and connecting to the existing drainage system in Madison Avenue. As described in the revised utility design, runoff from the road would be routed to two rain gardens and a cartridge filter treatment system. Trees would also be planted along the access roadway to reduce road runoff. The roadway would be constructed to a narrower than standard width to reduce impervious area. Mr. Corelis reviewed the application and testified that the right-of-way dedication in the civil plans would include bio-retention with curb cuts along the access road, as well as detention under the road for overflow. He noted that the Applicant proposes to install a detention system along the access road with potential rain gardens as depicted on Exhibit 25.e, although the Applicant would have the option to discharge to the City's stormwater system. *Exhibit 4; Testimony of Mr. Corelis.*

14. The revised utility design notes that the Applicant's plan identifies a number of best management practices (BMPs) to prevent erosion, including covering exposed soils and the use of silt fence and clearing limits fence. On-site BMPs for soil management and Low Impact Development would be consistent with the Stormwater Management Manual for Western Washington BMP T5.13 for surfaces not converted to hard surfaces after construction. Grass swales would route runoff to two small sediment traps to remove sediment from the water before it leaves the site. The Applicant would obtain a Construction Stormwater General Permit from the Washington State Department of

Ecology prior to issuance of any land clearing or construction permits. Any on-site stormwater facilities would be privately owned and maintained. *Exhibit 4; Exhibit 22, Staff Recommendation, pages 13 and 14.*

Utilities

15. The City has adequate capacity in its sewage system to accommodate the proposed subdivision. A proposed 8-inch water main extension from Madison Avenue would be located to allow a minimum 10-foot separation between the water main and the existing and proposed sewer mains. The Applicant would provide binding water and sewer availability letters from the City as part of the final plat application. The Kitsap Public Health District reviewed and approved the preliminary plat. *Exhibit 18; Exhibit 22, Staff Recommendation, pages 2, 5, 12, and 13.*

15. The Bainbridge Island Fire Department (BIFD) would provide fire protection. BIFD Assistant Chief Luke Carpenter, Fire Marshal, reviewed the project and requested that the proposed project comply with the Fire Code and that a fire flow test be carried out prior to the issuance of any building permits. He noted that the proposed fire hydrant location appears acceptable. City staff recommended that these observations become conditions of approval. *Exhibit 17; Exhibit 22, Staff Recommendation, page 11.*

Schools and Parks

16. The Bainbridge Island School District would serve the proposed subdivision. It did not provide any comments. The Applicant would construct an internal sidewalk system to the existing sidewalk located on Madison Avenue. *Exhibit 22, Staff Recommendation, page 8.*

Archaeological Resources

17. The Applicant would immediately stop work and notify DPCD and the Washington State Department of Archaeology and Historic Preservation (DAHP) if any historical or archaeological artifacts are uncovered during excavation or construction. *Exhibit 22, Staff Recommendation, page 11.*

Testimony

18. Associate City Planner Kelly Tayara testified generally about the application review process, explaining that the City reviewed the application for consistency with the Comprehensive Plan and zoning requirements. Mr. Corelis prepared recommendations and conditions on the proposed subdivision and recommended approval. He testified that the City's Development Engineer fills the role of the City Engineer. Applicant Attorney Randall Olsen submitted a written request to delete or modify proposed Condition 9, dated April 19, 2018. At the hearing, Mr. Olsen stated that proposed Condition 9, which would require a final order of vacation of Duane Lane and recording of a Madison Grove boundary line adjustment prior to final subdivision, is not needed and should be deleted. Ms. Tayara testified that proposed Condition 9 is needed before final subdivision can

occur because the actions in that condition are required by agreements, as set out in Exhibits 12, 13, and 14. Mr. Olson stated that proposed Condition 6 in the staff recommendation, page 7, should be corrected to show the building setback from the right-of-way (Madison Avenue) is a minimum of 40 feet rather than 50 feet. Ms. Tayara agreed. *Exhibit 3; Exhibit 18; Exhibit 25; Testimony of Ms. Tayara; Testimony of Mr. Corelis; Statement of Mr. Olsen.*

Staff Recommendation

22. City staff determined that the proposed plat, with eleven conditions, would be consistent with the City's Comprehensive Plan and applicable subdivision standards. *Exhibit 22, Staff Recommendation, page 10.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner is granted jurisdiction to hear and decide applications for preliminary plats under BMIC 2.14.030, BMIC 2.16.020.A, and .125.G.5.

Criteria for Review

BIMC criteria for subdivision review and approval are codified in BIMC 2.16.125.H as follows:

The Hearing Examiner's decision shall include findings of fact that the application meets all the requirements of the following subsections:

1. The preliminary long subdivision may be approved or approved with modification if:
    a. The applicable subdivision development standards of BIMC Titles 17 and 18 are satisfied; and
    b. The preliminary long subdivision makes appropriate provisions for the public health, safety and general and public use and interest, including those items listed in RCW 58.17.110; and
    c. The preliminary long subdivision has been prepared consistent with the requirements of the flexible lot design process, unless a flexible lot standard has been modified as part of a housing design demonstration project pursuant to BIMC 2.16.020.Q; and
    d. Any portion of a long subdivision that contains a critical area, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter; and
    e. Any portion of a long subdivision within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter; and
    f. The city engineer's recommendation contains determinations that the following decision criteria are met and such determinations are supported by substantial evidence within the record:
        i. The long subdivision conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

ii. The long subdivision will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and

iii. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and

iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and

v. If the long subdivision will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the long subdivision, and the applicable service(s) can be made available at the site; and

vi. The long subdivision conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17; and

g. The subdivision conforms to the requirements of this chapter and the standards in the "City of Bainbridge Island Design and Construction Standards and Specifications," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17; and

h. The proposal complies with all applicable provisions of this code, unless the provisions have been modified as part of a housing design demonstration project pursuant to BIMC 2.16.020.Q; Chapters 36.70A and 58.17 RCW; and all other applicable provisions of state and federal laws and regulations; and

i. The proposal is in accord with the city's comprehensive plan.

2. A proposed subdivision shall not be approved unless written findings are made that the public use and interest will be served by the platting of such subdivision.

BIMC 2.16.125.H.

The state subdivision criteria for review and approval are codified at Chapter 58.17 RCW as follows:

> A proposed subdivision and dedication shall not be approved unless the city, town, or county legislature body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

RCW 58.17.110(2).

The criteria for review adopted by the City Council are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. Specifically, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with City development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040*.

Conclusions Based on Findings

1. **With conditions, the applicable subdivision development standards of Titles 17 and 18 BIMC would be satisfied.** The proposed subdivision would be designed under the Flexible Lot design requirements of BIMC and subject to the Homesite Clustering Standards of BIMC 17.12.030. The proposed subdivision would also meet the General Residential Subdivision Standards, including lot areas, dimensions, and landscaping and vegetated buffers. The access road would comply with the City of Bainbridge Island Design and Construction Standards and Specifications. The standard road width has been modified to reduce impervious surface, and sidewalks would connect with Madison Avenue. The proposed subdivision would meet the Flexible Lot Dimensional Standards of BIMC Table 18.12.020-1, including minimum lot size, density, maximum lot coverage, and minimum setbacks. The proposed subdivision would meet the landscape, screening, and tree retention, protection, and replacement of BIMC 18.15.010. Conditions are necessary to ensure that the Applicant complies with the SEPA condition to obtain a Forest Practices Permit for any non-exempt tree harvesting; stops construction if any historical or archaeological artifacts are uncovered; and complies with the Fire Marshal and City Engineer's conditions. *Findings 1, 7, 11, 18, 22.*

2. **With conditions, the preliminary long subdivision makes appropriate provisions for the public health, safety, and general** welfare **and serves the public use and interest, including those items listed in RCW 58.17.110.** The City reviewed the proposed project and issued an MDNS, requiring that the Applicant obtain a Forest Practices Permit for any non-exempt tree harvesting. The MDNS was not appealed. The majority of the site would drain to a detention system running down the proposed access road and connecting to the existing drainage system in Madison Avenue. Runoff from the access road would be routed to two rain gardens and a cartridge filter treatment system. The Applicant's revised utility design determined that that the majority of the site would drain to a detention system that would reduce the 100-year, 24-hour peak flow from the proposed project to match the existing rate. The City has adequate water and sewer capacity. The Bainbridge Island Fire Marshal reviewed the project and requested that the proposed project comply with the Fire Code and that a fire flow test be carried out prior to the issuance of any building permits, noting that the proposed fire hydrant location appears acceptable. The Applicant would provide internal sidewalks that would connect to Madison Avenue. The Applicant proposed protecting a small 496 square foot depressional wetland located along the west margin of the site via a recorded covenant on

future Lot 8. As detailed above in Conclusions 1 and 4, conditions are necessary to ensure that the proposal meets all criteria required for plat approval. *Findings 1-22.*

3. **The preliminary long subdivision has been prepared consistent with the requirements of the flexible lot design process.** As noted in Conclusion 1, the proposed subdivision would meet the flexible lot design standards. *Findings 1, 7, and 22.*

4. **With a condition, the preliminary long subdivision conforms to the requirements of the critical areas ordinance, Chapter 16.20 BIMC.** The property contains a 496 square foot wetland along the west margin of the site. The Applicant's Environmental Checklist proposed that the wetland would be fenced and protected permanently with a recorded covenant on proposed Lot 8. A condition is necessary to ensure that this wetland is protected. *Findings 1, 5, and 8.*

5. **The property is not within the City's shoreline jurisdiction, as defined in Chapter 16.12 BIMC.** *Finding 8.*

6. **With conditions, the City engineer's recommendation contains determinations that the decision criteria are met and supported by substantial evidence within the record.** The City's Development Engineer reviewed the proposed subdivision and determined that the proposed subdivision conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; that the long subdivision will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; that the streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; that the streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; that there is capacity in the water or sewer system (as applicable) to serve the long subdivision and that the applicable service(s) can be made available at the site; that the long subdivision conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual"; that the subdivision conforms to the standards in the "City of Bainbridge Island Design and Construction Standards and Specifications"; that the proposal complies with all applicable provisions of state and federal laws and regulations; and that the proposal is in accord with the City's comprehensive plan. The City Development Engineer recommended conditions of approval that should become attached to any approval of the proposed subdivision. *Findings 1, 9, 18, and 22.*

7. **With conditions, the public use and interest would be served by the platting of the subdivision.** The City provided a reasonable notice and opportunity to comment on the proposed preliminary plat. Residential development is a permitted use in the R-4.3 zone, and the proposed subdivision would be compatible with neighboring land uses. The City reviewed the proposed project and issued an MDNS, requiring that the Applicant obtain a Forest Practices Permit for any non-exempt tree harvesting. One public comment was

received concerning runoff and lack of sidewalks in the area. The Applicant would install a stormwater runoff detention system along and under the access road. Madison Avenue has a sidewalk that would be connected to the proposed subdivision. City staff determined that, with conditions, the proposal would be consistent with all applicable City, county, and state requirements, including the applicable Comprehensive Plan, municipal code, and development standards. The public interest would be served by the platting of the subdivision. The Hearing Examiner agrees with the City that proposed Condition 9 should be retained, and with the Applicant that proposed Condition 6 should be modified. As detailed above in Conclusion 1, additional conditions are necessary to ensure that the proposal meets all criteria required for plat approval. *Findings 1-22.*

DECISION

Based on the preceding findings and conclusions, the request to subdivide 2.24 acres into eight lots and to construct a public access road, at 997 Madison Avenue, is **APPROVED**, with the following conditions:[4]

SEPA Condition

1. Any non-exempt tree harvesting shall require the appropriate Forest Practices Permit from the Washington State Department of Natural Resources. The subdivision project conditions shall become conditions of the Forest Practices Permit.

Project Conditions

2. Prior to any construction activities, the Applicant shall obtain the appropriate permits from the City of Bainbridge Island, including but not limited to clearing, grading, and/or building permits.

3. If any historical or archaeological artifacts are uncovered during excavation or construction, work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Construction shall only continue thereafter in compliance with the applicable provisions of law.

4. Homesite areas not greater than 7,600 square feet per lot shall be depicted on the final plat.

5. Lot coverage of 25 percent shall be allocated as proposed and noted on the face of the plat.

6. The following setbacks shall be noted and depicted on the final plat:

Building to building (on-site)	Minimum 10 feet

[4] Conditions include both legal requirements applicable to all developments and conditions to mitigate the specific impacts of this development.

Building to exterior subdivision boundary line	Minimum 15 feet
Building to right-of-way (Madison Avenue)	Minimum 40 feet
Building to other streets (Internal right-of-way)	Minimum 15 feet

7. A ten foot width perimeter landscape buffer shall be maintained for the life of the project. Prior to final plat approval, the buffer shall be planted to edge planting standard (BIMC 18.15.010.D.4) or planting assured as provided in BIMC 18.15.010.H.

8. The final plat shall comply with the following conditions of the Fire Marshal:
    A. The proposed project shall comply with all provisions of the adopted Fire Code.
    B. The proposed location of the fire hydrant appears acceptable at this time.
    C. A fire flow test will be required prior to the issuance of any building permits. The flow test shall be conducted during a period of ordinary demand. Contact the Fire Marshal's office at 206-451-2033 for scheduling.

9. The Applicant shall comply with the following conditions to the satisfaction of the City Survey Program Manager:
    A. Duane Lane final order of vacation will need to be recorded before final subdivision.
    B. Madison Grove boundary line adjustment will need to be recorded before final subdivision.

10. The Applicant shall comply with the following conditions to the satisfaction of the City Engineer:
    A. General
        1) Survey monumentation shall be provided consistent with the Standards, Section 8-03.
        2) Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to the City for review and approval to construct all necessary infrastructure serving the divided lots and the offsite improvements proposed.
        3) Separate clearing and/or grading permits shall be required concurrently with the plat utility permit issuance to clear and grade the site.
        4) As-built civil construction plans stamped by a civil engineer shall be provided by the Applicant prior to final plat. The plans shall show constructed curb and gutter lines, sidewalk, paved roadway and entrance aprons, as well as all utilities and surface stormwater facilities.

    B. Facilities Extension

1) The Developer Extension Agreement shall be executed at the plat utilities permitting application phase for the construction of roads and utilities to be inspected and accepted by the City.
2) The plat shall be served by a publicly dedicated road providing a 40-foot right-of-way (ROW) to be dedicated to the City as required by a residential urban local access road. The dedicated ROW may include areas previously dedicated.
3) ROW dedication along the full Madison Avenue North frontage shall be consistent with the City's survey program manager requirements of half the standard ROW for a secondary arterial roadway (30 feet) from the described centerline and may include areas previously dedicated.
4) The plat road shall meet the standards of a residential urban roadway per the City of Bainbridge Island (COBI) standard DWG. 7-050. The Applicant may request a deviation to those standards with the civil improvement plan review to incorporate roadside Low Impact Development (LID) facilities, vegetation preservation, traffic calming measures and hard surface reduction, where it is shown to the satisfaction of the Public Works Department that road functionality, safety, and maintainability are not compromised.

C. Utilities
1) The proposed 8-inch water main extension from Madison Avenue shall be located to allow both a minimum 10 feet of separation of the water main from existing and proposed sewer mains and provide adequate setback from the easement boundary lines to allow for construction, maintenance, and servicing of the new mains. If additional ROW or easement is required, it shall be provided.
2) Utilities not falling within the boundaries of existing or proposed ROW dedication areas will require a separate utility easement on the City's standard easement form to be recorded prior to or concurrently with approval of civil improvement plans.

D. Stormwater
1) A Stormwater Pollution Prevention Plan (SWPPP) prepared by a civil engineer licensed in the State of Washington is required prior to construction activities including clearing or grading or civil improvements for all phases of the project that complies with BIMC 15.20.
2) Disturbed project area totals approximately 2 acres. A sediment trap(s) per Department of Ecology BMP C240 shall be required where the total of on- and offsite contributing drainage area is less than 3 acres. Due to the constrained downstream storm drain system, a higher level of flow control protection is warranted. The sediment trap shall

be designed with a storage capacity based on the 10-year peak flow of the developed site. The on-site permanent detention storage system may double as the sediment trap. Chemical treatment or filtration for purposes of temporary sediment control shall be required downstream of the sediment trap.

3) A final stormwater report shall be submitted detailing compliance with all applicable minimum requirements as required by BIMC 15.20, prepared by a civil engineer licensed in the State of Washington.
4) On-site Best Management Practices for soil management and Low Impact Development shall be employed consistent with the Stormwater Management Manual for Western Washington (SWMMWW) BMP T5.13 for surfaces not converted to hard surfaces after construction.
5) Prior to final plat submittal, the Applicant shall submit an operation and maintenance plan for the on-going maintenance of the storm drainage system.
6) Any on-site stormwater facilities shall remain privately owned and maintained. The owner(s) shall be responsible for maintenance of the storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before final plat submittal. The approved language for the Declaration of Covenant is found in BIMC Chapter 15.21, Exhibit A.
7) The project shall mitigate stormwater on-site to match the existing 100-year storm flows leaving the site, or, the Applicant shall prepare a hydrologic and hydraulic analysis to demonstrate that the future build-out conditions from the site combined with the existing offsite drainage tributary to the storm drain system will not exceed the capacity of the existing system in Madison Avenue North.

E. Permitting

1) In addition to a clearing and/or grade and fill permit, a right-of-way (ROW) construction permit will be required prior to any construction activities within the existing right-of-way. The ROW permit will be subject to separate conditions and bonding requirements.
2) Application for a final plat shall require binding water and sewer availability letters from the City.
3) Installation of improvements and creation of as-built engineered plans must be completed prior to approval of final plat. In lieu of completion of those improvements and as-builts consistent with the conditions of a preliminary plat approval, the City engineer may accept an assurance device, in an amount and in a form determined by

the City, but not to exceed 125 percent of the established cost of completing the infrastructure that secures and provides for the actual construction and installation of the improvements or the performance of the conditions within one year, or such additional time as the City engineer determines is appropriate after final plat approval.

4) The proposed action(s), phased or concurrent, in their totality would result in more than one (1) acre of earth disturbance on the site and drain to waters of the State. A Construction Stormwater General Permit shall be obtained from the Washington State Department of Ecology and the site shall be monitored for discharge of pollutants and sediment to the wetlands and stream for the duration of the project. No land clearing or construction permits shall be issued prior to obtaining the State permit.

11. The following conditions shall be listed on the final plat: Conditions 1 – 7; applicable portions of Conditions 8 and 10.

12. The wetland delineated by Altmann Oliver Associates, LLC (Exhibit 24) shall be fenced and permanently protected via a recorded covenant on proposed Lot 8.

DECIDED this 4th day of May 2018.



THEODORE PAUL HUNTER
Hearing Examiner
Sound Law Center

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: 6:25 PM Ordinance No. 2018-25 Relating to Landmark Tree Preservation

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
MOTION: I move to set the public hearing on Ordinance No. 2018-25 and to conduct that hearing on August 14, 2018, at the City Council Chambers.

SUMMARY:
This item is for the City Council to set the public hearing for Ordinance No. 2018-25 related to Landmark Tree Preservation. The recommended action is for the Council to set the hearing for August 14, 2018, so that the hearing is held within 60 days of the adoption of the ordinance.

Ordinance No. 2018-25 is described in the title of the ordinance as:

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; imposing an interim official control in the form of a new chapter to Title 16 of the Bainbridge Island Municipal Code related to the preservation, protection, and retention of Landmark Trees located on Bainbridge Island; specifying criteria for identification of Landmark Trees; stating the effect on vested rights; recognizing that a public hearing will be held within 60 days; authorizing interpretative authority; providing for severability; declaring an emergency; and establishing an immediate effective date.

FISCAL IMPACT:

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

BACKGROUND: On June 26, 2018, the City Council adopted Ordinance No. 2018-25 imposing an interim official control related to the preservation, protection, and retention of Landmark Trees. As provided for in the

ordinance and under state law, the City Council is required to hold a public hearing within 60 days of the effective date of the ordinance.

The Planning Commission will be meeting on July 26 and, if necessary, August 9, to discuss and make recommendations to the City Council related to tree preservation regulations.

ATTACHMENTS:

Ordinance No. 2018-25 Imposing an Interim Official Control related to Landmark Trees Approved 062618

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-25

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; imposing an interim official control in the form of a new chapter to Title 16 of the Bainbridge Island Municipal Code related to the preservation, protection, and retention of Landmark Trees located on Bainbridge Island; specifying criteria for identification of Landmark Trees; stating the effect on vested rights; recognizing that a public hearing will be held within 60 days; authorizing interpretative authority; providing for severability; declaring an emergency; and establishing an immediate effective date.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim official controls related to land uses; and

WHEREAS, the City Council of the City of Bainbridge Island ("City") updated the City's Comprehensive Plan in February of 2017; and

WHEREAS, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City's Comprehensive Plan, is discussing how to best accommodate growth and development in both general and specific ways, and finds that unless the City acts immediately to preserve the status quo, there are likely to be adverse impacts on the City and its citizens; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island; and

WHEREAS, Landmark Trees, because of their age, size, and condition are recognized as having exceptional value in contributing to the character of the community; and

WHEREAS, the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on Bainbridge Island; and

WHEREAS, the Planning Commission, Design Review Board, and the Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island; and

WHEREAS, the preservation of trees is a community value supported by the policies and goals of the City's Comprehensive Plan; and

WHEREAS, based on these and related concerns, the City Council requires additional time to review the regulations and policies at issue to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

WHEREAS, the interim official control imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. A public emergency exists requiring that the City's interim official control to become effective immediately upon adoption.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 below.

Section 2. Interim Official Control Imposed. A new Chapter 16.32 is added to Title 16 of the Bainbridge Island Municipal Code, to read as follows:

Chapter 16.32 Protection of Landmark Trees

16.32.010 Definitions

A. "City Attorney" means the city attorney of the City of Bainbridge Island, or their designee.
B. "Diameter Breast Height" means the diameter of a tree measured at 4.5 feet above the ground on the uphill side of the tree.
C. "Landmark Trees" means trees, located on Bainbridge Island, that are unique because of their age, size, species, historical significance, or aesthetic quality and meet the criteria established by this chapter.
D. "Planning Director" means the director of the Planning and Community Development Department of the City of Bainbridge Island, or their designee.
E. "Replacement Tree" means a tree that is of a species native and indigenous to the site where a Landmark Tree was removed and is a minimum size of six feet in height measured from top of the root flare, with a minimum trunk diameter of one inch measured at four inches above the top of the root flare for both evergreen and deciduous trees.
F. "Size" means the Diameter Breast Height of a tree.

16.32.020 Landmark Tree Criteria.

Landmark Trees are trees that meet the following criteria for their species:

Species	Size (Greater than or equal to)
Birch *(Betula papyrifera)*	30"
Beech (*Fagus grandifolia)*	36"
Catalpa (*Catalpa speciosa*)	36"
American Elm (*Ulmus americana)*	30"
Douglas Fir *(Pseudotsuga menzesii)*	40"
Grand Fir (*Abies grandis)*	40"
Horsechestnut (*Aesculus hippocastanum*)	40"
Western Hemlock (*Tsuga heterophylla)*	30"
Black locust (*Robinia pseudoacacia)*	30"
Lombardy poplar (*Populus nigra)*	38"
Pacific Madrone (*Arbutus menzesii)*	24"
Bigleaf Maple (*Acer macrophylum)*	36"
Silver maple (*Acer saccharinum)*	36"
Monkey Puzzle tree *(Araucaria araucana*)	36"
Monterey pine (*Pinus radiata)*	30"
Oregon White Oak *(Quercus garryana)*	30"
Pin Oak (*Quercus palustris)*	30"
Red Oak (*Quercus rubra)*	38"
Ponderosa pine (*Pinus ponderosa)*	30"
Western White pine (*Pinus monticola)*	30"
Sitka Spruce (*Picea sitchensis)*	36"
Sycamore (*Platanus occidentalis)*	36"
English walnut (*Juglans regia)*	30"
Western Red Cedar (*Thuja plicata*)	30"

Coast Redwood (*Sequoia sempervirens*)	30"
Japanese Laceleaf Maple	12"

16.32.030 Landmark Tree Retention.

A. Except as otherwise allowed under this chapter, no person, corporation, or other legal entity shall remove a Landmark Tree without having obtained approval from the City Council.

B. Prior to the removal of a Landmark Tree, any person, corporation, or other legal entity seeking to remove a Landmark Tree must submit an Application for Removal of a Landmark Tree to the Planning Director.

C. Upon receipt of an Application for Removal of a Landmark Tree, the Planning Director will prepare a written recommendation on the removal for the City Council.

D. Within sixty (60) days following the receipt by the Planning Director of an Application for Removal of a Landmark Tree, the City Council will hold a public hearing on the proposed removal.

E. Following the public hearing and receipt of the Planning Director's recommendation, the City Council shall approve the removal, deny the removal, or request additional information. The City Council shall only approve the removal of a Landmark Tree upon a finding that at least one of the following criteria is met:

1. The removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible; or
2. The removal is necessary to maintain utilities, access, or fulfill the terms of an easement or covenant recorded prior to the adoption of the ordinance codified in this chapter; or
3. The tree is diseased, dead, or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC 18.15.010.C.1.c.

F. If the City Council grants an application for removal of a Landmark Tree upon a finding that the removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible, then the property owner that submitted the application shall be required to provide mitigation through the

planting of Replacement Trees on the property from which the Landmark Tree was removed in accordance with the following:

1. The quantity of Replacement Trees is calculated by multiplying the Diameter Breast Height of the subject Landmark Tree by fifty percent (50%) to establish the number of replacement inches; and
2. The total number of Replacement Trees is determined by the total caliper inches of Replacement Trees equaling or exceeding the required tree replacement inches established in subsection (F)(1) of this section.

G. In lieu of planting the Replacement Trees prescribed in subsection (F) of this section, an applicant may satisfy the tree replacement requirements by:

1. Planting at least three Replacement Trees on the property from which the Landmark Tree was removed; and
2. Contributing to the Bainbridge Island Tree Fund at a rate of $500.00 per each replacement inch not accounted for in the planting of Replacement Trees; and
3. The sum of the tree replacement inches accounted for by contributing to the Bainbridge Island Tree Fund and the total caliper inches of the Replacement Trees planted shall not be less than the total replacement inches calculated in subsection (F) of this section.

16.32.040 Emergencies.

A. In emergency situations involving immediate danger to life or real property, removal of a Landmark Tree is permitted without first obtaining approval from the City Council; Provided, that the following conditions are satisfied:

1. The person, corporation, or other legal entity that removed the Landmark Tree submits an Application for Removal of a Landmark Tree under this chapter within fourteen (14) days after the emergency situation is stabilized; and
2. The person, corporation, or other legal entity that removed the Landmark Tree provides, within fourteen (14) days after the emergency situation is stabilized, the city with documentation establishing the existence of the emergency situation, with such documentation including at least four high resolution photographs evidencing the existence of the emergency situation; and
3. The City Council subsequently approves the removal pursuant to this chapter.

B. If the conditions of subsection (A) of this section are not satisfied, the person, corporation, or other legal entity that removed the Landmark Tree without first obtaining approval from the City Council will be in violation of this chapter.

16.32.050 Appeals.

A. The City Council's decision on an application for removal of a Landmark Tree may be appealed to the Kitsap County Superior Court in accordance with Chapter 36.70C RCW.
B. All appeals must be filed within twenty-one (21) days following the issuance of the City Council's decision on the application.

16.32.060 Violations and Penalties.

A. This chapter shall be enforced, and penalties for violations of this chapter will be imposed, pursuant to Chapter 1.26 BIMC, except that no Notice of Infraction may be issued under Chapter 1.26 BIMC for a violation of this chapter. In addition to Notices of Violation issued under BIMC 1.26.050 or BIMC 1.26.060, BIMC 1.26.070 will also govern the review and appeal of any Notice of Violation issued under Chapter 1.26 BIMC for a violation of this chapter.
B. In addition to the civil penalties imposed under BIMC 1.26.090, an additional civil penalty will be imposed on any person, corporation, or other legal entity that removes a Landmark Tree without prior approval of the City Council. This additional civil penalty will be in the amount of $25,000 for each Landmark Tree removed. The City Attorney will take appropriate action to collect this additional civil penalty.
C. In the event of a conflict between the requirements of this chapter and any other requirement of the Bainbridge Island Municipal Code, this chapter will govern and control.

Section 3. Effect on Vested Rights. The interim official control imposed under Section 2 of this ordinance shall apply prospectively only. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete permit application before the effective date of this ordinance.

Section 4. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact.

Section 5. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 6. 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 7. Declaration of Emergency; Effective Date; Duration. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This interim official control shall take effect immediately, and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED BY THE CITY COUNCIL this 26th day of June, 2018.

APPROVED BY THE MAYOR this 26th day of June, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Kelly E Johnson, DEPUTY CITY CLERK FOR CHRISTINE BROWN

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	June 22, 2018
PASSED BY THE CITY COUNCIL:	June 26, 2018
PUBLISHED:	June 29, 2018
EFFECTIVE DATE:	June 26, 2018
ORDINANCE NUMBER:	2018-25

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: 6:30 PM Planning Commission Recommendations Relating to Land Use Review and Approval Roles, Responsibilities, and Procedures, and Housing Design Demonstration Projects (HDDP)

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Report **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to set a public hearing to be conducted on August 28, 2018, at the City Council Chambers regarding a proposed ordinance relating to Land Use Review and Approval Roles, Responsibilities, and Procedures, and Housing Design Demonstration Projects (HDDP).

SUMMARY:
The Planning Commission has made several recommendations to the City Council related to land use review procedures and approval authority.

The purpose of the agenda item is for the City Council to:

- Discuss Planning Commission recommendations and provide input to staff.
- Provide direction to staff to prepare a draft ordinance related to proposed revisions to BIMC 2.14 and BIMC 2.16 based on Council review of Planning Commission recommendations.
- Schedule a public hearing to consider such a proposed ordinance.

FISCAL IMPACT:

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

BACKGROUND: Land Use Policy 6.8 of the City's Comprehensive Plan states:

Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

This policy is included in the City's current moratorium on acceptance of certain development applications, including site plan and design reviews, conditional use permits, and all subdivisions. As such, review of land use review procedures and approval authority is included in the City's moratorium work plan.

Roles and responsibilities for review and approval of land use applications are codified in BIMC 2.14, Land Use Approval Bodies, and BIMC 2.16, Land Use Review Procedures. The Planning Commission's recommendations include revised review procedures and approval authority intended to improve consistency of land use actions with the City's Comprehensive Plan. In addition, during the course of its discussions, the Planning Commission made a recommendation to suspend the current Housing Design and Demonstration Projects program, which is also contained in BIMC 2.16.

BIMC 2.14 and 2.16 are available through the City's website:
http://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland02/BainbridgeIsland02.html

ATTACHMENTS:

Staff Memo PC Recommendations re Land Use Review and Approvals

Summary of Land Use Review and Approval Procedures

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: July 24, 2018

To: City Council

From: Christy Carr, AICP
Senior Planner

Subject: Planning Commission Action Related to Moratorium Work Plan Recommendations Related to Land Use Review Procedures and Approval Authority

I. Purpose of Agenda Item

The Planning Commission has made several recommendations to the City Council related to land use review procedures and approval authority.

The purpose of the agenda item is for the City Council to:

- Discuss Planning Commission recommendations and provide input to staff.
- Provide direction to staff to prepare a draft ordinance related to revisions to BIMC 2.14 and 2.16 based on Council review of Planning Commission recommendations.
- Schedule a public hearing on such a proposed ordinance.

II. Background

Land Use Policy 6.8 of the City's Comprehensive Plan states:

> Review and specify the authority and the role of the Design Review Board, Hearing Examiner, Planning Commission and City Council in the land use development review and decision-making process. Land use actions can be ministerial, quasi-judicial and legislative in nature. As part of this review, consider a role for the Planning Commission and/or Design Review Board in reviewing preliminary long subdivisions.

This policy is included in the City's current moratorium on acceptance of certain development applications, including site plan and design reviews, conditional use permits, and all subdivisions; therefore, review of land use review procedures and approval authority is included in the City's moratorium work plan.

Roles and responsibilities for review and approval of land use applications are codified in BIMC 2.14, Land Use Approval Bodies, and BIMC 2.16, Land Use Review Procedures. The Planning Commission's recommendations include revised review procedures and approval authority intended to improve

consistency of land use actions with the City's Comprehensive Plan. In addition, during the course of its discussions, the Planning Commission made a recommendation to suspend the current Housing Design and Demonstration Projects program, also contained in BIMC 2.16.

BIMC 2.14 and 2.16 are available through the City's website:
http://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland02/BainbridgeIsland02.html

III. Summary of Planning Commission Recommendations

A narrative summary of proposed revisions to BIMC 2.14 and 2.16 is provided below. In some cases, specific language recommended by the Planning Commission is provided in strikethrough/underline text. Where specific language is not provided, the recommendation is provided in concept and strikethrough/underline text will be provided in a draft ordinance.

A. Revisions to BIMC 2.14: Land Use Approval Bodies.

This chapter of the municipal code describes the purpose and role, duties and responsibilities, and function and composition (e.g., quorum and voting, membership) of the City's land use approval bodies. The Planning Commission recommends the following revisions:

1. Roles and responsibilities of each land use approval body are described in Chapter 2.14. The Planning Commission recommends revisions to roles and responsibilities as shown in the attached table, "Land Use Review Procedures – Draft Proposed Revisions." The language in Chapter 2.14 will be revised to reflect the revisions.
2. Revisions to BIMC 2.14.020, Planning Commission:
    a. BIMC 2.14.020.B.2, Roles and responsibilities (added) -- Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080.
    b. BIMC 2.14.020.B.4 (added) -- Review and make recommendations on all large lot subdivisions, long subdivisions (preliminary and final), major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the Design Review Board and a comprehensive review of the project at a public meeting.
    c. BIMC 2.14.020.B.6 (revised) -- Create the planning commission agenda prior to its publication, ~~per~~ in consultation with the director~~'s recommendation~~; and
    d. BIMC 2.14.020.B. 7 (deleted) -- ~~Report annually to the city council prior to the start of the budget process.~~
    e. Several, non-substantive revisions to improve organization and clarity.

B. Revisions to BIMC 2.16.010. Land use procedures summary table and related changes throughout BIMC 2.16.

The Planning Commission made a recommendation to revise Table 2.16.010-1 as shown in the attached table, "Land Use Review Procedures – Draft Proposed Revisions." Related changes throughout BIMC 2.16 will be made to reflect/support the changes to the table.

C. Revisions to BIMC 2.16.180.D: Land Use Review Procedures, Legislative review of regulations and area-wide rezones, Planning Commission review and recommendation.

This section provides that Planning Commission review and recommendation is required only for amendments to the BIMC related to Title 18, Zoning. The Planning Commission recommends that the language be revised to reflect the full breadth of development regulations the Planning Commission generally reviews, including Chapters 2.14 and 2.16, Title 16 (Environment), and Title 17 (Subdivisions and Boundary Line Adjustments).

Staff also identified potential improvements that could be made regarding department practice and specific code language in the applicability section related to which body (Planning Commission, City Council, or both) is required to hold a public hearing to amend the municipal code related to land use review. The code language could also be clarified regarding when a public hearing is required for any change to the municipal code. Specific sections to be revised include (the following is existing text from BIMC):

1. BIMC 2.16.180.B -- Applicability. This section applies to adoption of or amendments to the BIMC, including area-wide rezones initiated by the city and area-wide rezones accompanying privately initiated amendments to the comprehensive plan.
2. BIMC 2.16.180.D. Planning Commission Review and Recommendation.
    1. Planning Commission review and recommendation is only required for amendments to BIMC Title 18, area-wide rezones initiated by the city, or area-wide rezones associated with a privately initiated amendment to the comprehensive plan.
    2. The planning commission shall hold a public hearing for all amendments to the official zoning map and zoning code of the city prior to issuing a recommendation to the city council.
3. BIMC 2.16.180.F. City Council Review.
    1. The city council shall hold a public hearing on the proposed amendment at the second reading of the proposed regulation. Any person may participate in the public hearing. The city council has discretion to limit testimony to relevant, nonrepetitive comments and to set time limits.

Suspension of BIMC 2.16.020.Q: Housing Design and Demonstration Projects (HDDP)

The Planning Commission has recently reviewed several HDDP projects and expressed a general dissatisfaction with the program due to the review process, subjectivity of the scoring system, and perspective that the projects are not resulting in sufficient community benefit (e.g., affordable housing, water conservation measures). The HDDP program was also discussed by the Planning Commission within the context of their review of subdivision standards as part of the moratorium work plan. Current drafts of proposed subdivision design guidelines and standards include some of the HHDP program's requirements to receive incentives (e.g., diversity of housing types, use of native vegetation).

The Planning Commission recommends suspending the HDDP program until its review of revised subdivision standards is completed. Once their work is complete, it is anticipated the Planning Commission will make a recommendation to the City Council related to the future of the HDDP program. Note: The current HDDP program is set to expire on December 31, 2019, per Ordinance 2016-27.

KEY None: No role R: Review and Recommendation D: Decision A: Appeal

RED text denotes a change

Type	Planning Commission		Director		City Council		Hearing Examiner	
	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Subdivisions								
Large lot (preliminary)	None	R	D	None	None	D	A	None
Large lot (final)	None	None	D	D	None	None	A	A
Long (preliminary)*	None	R	R	None	None	D	D	None
Long (final)	None	None	R	D	D	None	None	A
Short (preliminary)**	None	Optional R	D	D	None	None	A	A
Short (final)	None	None	D	D	None	None	A	A
Site Plan and Design Review (SPR)								
Major	R	R	D	None	None	D	A	None
Minor***	Optional R	Optional R	D	D	None	None	A	A
Conditional Use Permits								
Major*	Optional R	R	R	None	None	D	D	None
Minor	Optional R	Optional R	D	D	None	None	A	A
Major Shoreline Conditional Use Permits*	None	R	R	None	None	D	D	A

*Quasi-judicial decision with public hearing

** Short subdivisions limited to 4 or fewer lots (currently up to 9 lots when open space incentive used)

***Planning Commission will provide recommendation for revised definition of minor SPR

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: 7:00 PM Resolution No. 2018-21 Relating to the Use of Funds Raised by the Non-Motorized Transportation Improvements Ballot Measure - Mayor Medina

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution **PROPOSED BY:** City Council

RECOMMENDED MOTION:
I move to approve Resolution No. 2018-21.

SUMMARY:
Review of revised resolution relating to the use of funds raised by the Non-Motorized Transportation Improvements Ballot Measure.

FISCAL IMPACT:

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

BACKGROUND: During the July 10, 2018, City Council meeting, the Council reviewed a draft of Resolution 2018-21 and requested a revised version be brought back for further consideration. The attached draft of Resolution No. 2018-21 has been revised to address input received from the City Council at the July 10, 2018 meeting.

ATTACHMENTS:

Clean Version of Resolution 2018-21 re Use of NMT Ballot Funds

Redline of Resolution 2018-21 re Use of NMT Ballot Funds

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2018-19

A RESOLUTION of the City Council of the City of Bainbridge Island explaining how the funds raised by the ballot measure approved by the City Council via ordinance no. 2018-22 will be used and how the public will be involved in making decisions on the use of the ballot measure funds.

WHEREAS, the City Council of the City of Bainbridge Island, Washington ("City") has determined that it is in the interest of the City to increase investment in non-motorized transportation infrastructure including projects such as shoulder widening, trail construction, and sidewalk improvements, by $15 million over the next seven (7) years; and

WHEREAS, the City desires to build projects including those to widen road shoulders, improve sidewalks, and build new trails; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitations specified in chapter 84.55 RCW if such increased levy is authorized by a ballot proposition approved by a majority of the voters at an election held within the taxing district (a "levy lid lift"); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to submit a levy lid lift proposition under RCW 84.55.050(1) to the voters for their approval or rejection; and

WHEREAS, the City Council adopted ordinance no. 2018-22 that directs the placement of a proposition on the November, 2018, ballot that, if passed by the voters of the City of Bainbridge Island, will raise $15 million over seven (7) years to pay for the construction of non-motorized transportation infrastructure and/or certain safety and mobility improvements on Bainbridge Island; and

WHEREAS, the City Council wants to provide the public with greater certainty regarding how the funds raised by the ballot proposition will be used; and

WHEREAS, the City Council wants an unbiased and well-informed group of Islanders representing multiple Island demographics to choose the projects to be built using the ballot proposition funding.

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

If the ballot proposition is approved by the voters, then the following Sections of this resolution will control how the ballot proposition funding is used.

Section 1. Use of Funds. The funding produced by the ballot proposition will be used to fund different areas, or "buckets," of capital improvements, as detailed below. The percentages listed below are targets, not strict requirements. The percentages apply to the entire use of funds, not to the use of the funds on an annual or periodic basis. While the City will strive to meet the percentage targets listed below, deviations from the targets will be allowed in order to balance the funding required for different projects once the actual costs of those projects are known. The percentages listed below apply only to the use of the ballot proposition funds themselves, not to any grant funding or other sources of funding that might be combined with ballot proposition funding to fund projects.

a. Shoulder Improvements. 45% of the funding is targeted for shoulder improvements on major island roads.

b. Safe Routes to Schools and Trails. 25% of the funding is targeted for safe routes to school projects and other off- road trail/pathway projects, including intra-island trails and connecting pathways.

c. Winslow Core. 15% of the funding is targeted for pedestrian improvements in the Winslow core, with priority given to projects that leverage existing infrastructure and provide connections to schools.

d. Opportunity Bucket. 15% of the funding is targeted as a set aside to take advantage of opportunities that arise during the seven-year period to complete important projects, which could include the Sound-to-Olympics Trail. Any consultants or contractors hired by the City to assist with the design of projects, the implementation of projects, or determination of which projects to construct will be paid for out of this bucket.

Section 2. Environmental Protection. The primary goal of the ballot proposition is to construct well-designed, functional non-motorized transportation infrastructure and safety and mobility improvements on Bainbridge Island. However, all projects constructed with ballot proposition funding must be designed in a manner that disturbs and alters the Island's natural environment, including flora, fauna, and critical areas, as little as possible, while still achieving a functional, legally-allowable project. Designing and constructing these projects in a manner that protects the Island's natural environment and natural "look" is a higher priority than completing the projects as cheaply or quickly as possible.

Section 3. Potential Projects. Listed below are projects that have been identified by a citizen advisory group as the highest priority projects in each bucket. These projects are listed here solely for the purpose of providing examples of what projects might be constructed with the ballot proposition funding. The City can not, and does not, guarantee that the projects listed below will be constructed using the ballot proposition funding.

a. Shoulder Improvements

- Fletcher Bay Road from Lynwood Center Road to New Brooklyn, and Miller Road from New Brooklyn to Day Road.

- "Head of the Harbor" – the section of Eagle Harbor Drive between the west end of Wyatt Way and the base of Bucklin Hill, at the head of Eagle Harbor.

- Bucklin Hill/Lynwood Center Road from Blakely Avenue to Fletcher Bay Road.

- Valley Road from North Madison Avenue to Sunrise Drive.

b. Safe Routes to School & Trails

- The "Grow Avenue Greenway" project, listed below.

- A trail running from New Brooklyn and Sportsman's Club Road behind Woodward and Sakai Schools and connecting with Bucsit Lane/Wardwell.

- A trail within the Day Road right-of-way connecting the north end of Kallgren Road to Wilkes School.

- A trail within the Blakely Avenue right-of-way connecting the recently opened trail running from Old Mill along the north end the Islandwood property with Blakely School.

- The Lost Valley intra-island trail, on existing city-owned land from Carmella Lane to Ridge Lane.

- A trail within the Valley Road right-of-way connecting the south end of Kallgren Road with the Rolling Bay neighborhood service center.

c. Winslow Core

- The "Grow Avenue Greenway" project – this project combines a series of traffic-calming measures with enhanced pedestrian facilities on this road that connects neighborhoods to the central schools' campus and is currently lacking in pedestrian facilities.

- Sidewalk on Grow Avenue from Winslow Way to Wyatt Way (east side of street) – this section of sidewalk would provide a comfortable pedestrian facility for residents along the south end of Grow Ave, connecting with the Shepherd Way trail and working in tandem with the Grow Avenue Greenway project to significantly improve conditions for people walking in this area.

Section 4. "Connecting Bainbridge: SAFE Mobility" Project Selection Committee. Upon the approval of the ballot proposition, the City will start the process of selecting a group of Island residents to constitute the "SAFE Mobility Project Selection Committee" (the

"Committee").

The Committee, with the involvement and guidance of the City's Multi-Modal Transportation Advisory Committee, City staff, and the general public, will develop and provide to Council a recommendation for exactly which projects to build using the ballot proposition funding. This recommendation will take the form of a package containing all recommended projects.

The package will contain a list of recommended projects ranked in priority order within each bucket. The ranked list in each bucket will include more projects than ballot proposition funding would be expected to fund so that the City knows which additional projects to build should additional funding, such as grant funding or City general fund revenue, become available.

If the package contains projects that are not included in the City's current Non-Motorized Transportation Plan or projects that are substantially different from projects identified in the current Non-Motorized Transportation Plan, then the Committee shall provide the City Council with recommendations on how the Non-Motorized Transportation Plan should be amended.

PASSED by the City Council this _____day of July, 2018.

APPROVED by the Mayor this _____ day of July, 2018.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: July 6, 2018,
PASSED BY THE CITY COUNCIL: _____,
RESOLUTION NUMBER: 2018-19

RESOLUTION NO. 2018-19

A RESOLUTION of the City Council of the City of Bainbridge Island explaining how the funds raised by the ballot measure approved by the City Council via ordinance no. 2018-22 will be used and how the public will be involved in making decisions on the use of the ballot measure funds.

WHEREAS, the City Council of the City of Bainbridge Island, Washington ("City") has determined that it is in the interest of the City to increase investment in non-motorized transportation infrastructure including projects such as shoulder widening, trail construction, and sidewalk improvements, by $15 million over the next seven (7) years; and

WHEREAS, the City desires to build projects including those to widen road shoulders, improve sidewalks, and build new trails; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitations specified in chapter 84.55 RCW if such increased levy is authorized by a ballot proposition approved by a majority of the voters at an election held within the taxing district (a "levy lid lift"); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to submit a levy lid lift proposition under RCW 84.55.050(1) to the voters for their approval or rejection; and

WHEREAS, the City Council adopted ordinance no. 2018-22 that directs the placement of a proposition on the November, 2018, ballot that, if passed by the voters of the City of Bainbridge Island, will raise $15 million over seven (7) years to pay for the construction of non-motorized transportation infrastructure and/or certain safety and mobility improvements on Bainbridge Island; and

WHEREAS, the City Council wants to provide the public with greater certainty regarding how the funds raised by the ballot proposition will be used; and

WHEREAS, the City Council wants an unbiased and well-informed group of Islanders representing ~~all~~multi~~t~~iple Island demographics to choose the projects to be built using the ballot proposition funding.

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

If the ballot proposition is approved by the voters, then the following Sections of this resolution will control how the ballot proposition funding is used.

Section 1. Use of Funds. The funding produced by the ballot proposition will be used to fund different areas, or "buckets," of capital improvements, as detailed below. The percentages listed below are targets, not strict requirements. The percentages apply to the entire use of funds, not to the use of the funds on an annual or periodic basis. While the City will strive to meet the percentage targets listed below, deviations from the targets will be allowed in order to balance the funding required for different projects once the actual costs of those projects are known. The percentages listed below apply only to the use of the ballot proposition funds themselves, not to any grant funding or other sources of funding that might be combined with ballot proposition funding to fund projects.

a. Shoulder Improvements. ~~50~~45% of the funding is targeted for shoulder improvements on major island roads.

b. Safe Routes to Schools and Trails. ~~20~~25% of the funding is targeted for safe routes to school projects and other off- road trail/pathway projects, including intra-island trails and connecting pathways.

c. Winslow Core. 15% of the funding is targeted for pedestrian improvements in the Winslow core, with priority given to projects that leverage existing infrastructure and provide connections to schools.

~~d. Sound-to-Olympics Trail. 5% of the funding is targeted as matching funds to pursue external grants requiring a City match for expansion of the Sound to Olympics trail.~~

~~e.~~d. Opportunity ~~Fund~~Bucket. ~~10~~15% of the funding is targeted as a set aside to take advantage of opportunities that arise during the seven-year period to complete important projects ~~on the project list~~, ~~projects that~~which could include the Sound-to-Olympics Trail. Any consultants or contractors hired by the City to assist with the design of projects, the implementation of projects, or determination of which projects to construct will be paid for out of this bucket~~fund~~.

Section 2. Environmental Protection. ~~All~~The primary goal of the ballot proposition is to construct well-designed, functional non-motorized transportation infrastructure and safety and mobility improvements on Bainbridge Island. However, all projects constructed with ballot proposition funding must be designed in a manner that disturbs and alters the Island's natural environment, including flora, fauna, and critical areas, as little as possible, while still achieving a functional, legally-allowable project. Designing and constructing these projects in a manner that protects the Island's natural environment and natural "look" is a higher priority than completing the projects as cheaply or quickly as possible.

Section 3. Potential Projects. Listed below are projects that have been identified by a citizen advisory group as the highest priority projects in each bucket. These projects are listed here solely for the purpose of providing examples of what projects might be constructed with the ballot proposition funding. The City can not, and does not, guarantee that the projects listed

below will be constructed using the ballot proposition funding.

a. Shoulder Improvements

- Fletcher Bay Road from Lynwood Center Road to New Brooklyn, and Miller Road from New Brooklyn to Day Road.
- "Head of the Harbor" – the section of Eagle Harbor Drive between the west end of Wyatt Way and the base of Bucklin Hill, at the head of Eagle Harbor.
- Bucklin Hill/Lynwood Center Road from Blakely Avenue to Fletcher Bay Road.
- Valley Road from North Madison Avenue to Sunrise Drive.

b. Safe Routes to School & Trails

- The "Grow Avenue Greenway" project, listed ~~above~~below.
- A trail running from New Brooklyn and Sportsman's Club Road behind Woodward and Sakai Schools and connecting with Bucsit Lane/Wardwell.
- A trail within the Day Road right-of-way connecting the north end of Kallgren Road to Wilkes School.
- A trail within the Blakely Avenue right-of-way connecting the recently opened trail running from Old Mill along the north end the Islandwood property with Blakely School.
- The Lost Valley intra-island trail, on existing city-owned land from Carmella Lane to Ridge Lane.
- A trail within the Valley Road right-of-way connecting the south end of Kallgren Road with the Rolling Bay neighborhood service center.

c. Winslow Core

- The "Grow Avenue Greenway" project – this project combines a series of traffic-calming measures with enhanced pedestrian facilities on this road that connects neighborhoods to the central schools' campus and is currently lacking in pedestrian facilities.
- Sidewalk on Grow Avenue from Winslow Way to Wyatt Way (east side of street) – this section of sidewalk would provide a comfortable pedestrian facility for residents along the south end of Grow Ave, connecting with the Shepherd Way trail and working in tandem with the Grow Avenue Greenway project to significantly improve conditions for people walking in this area.

~~d. Sound-to-Olympics Trail~~

~~The percentage of ballot proposition funding targeted for extension of the sound-to-Olympics trail, when coupled with potential grant funding, might be sufficient funding to extend the trail as far north as Sportsmans' Club Road/North Madison.~~

~~The Sound to Olympics (STO) Trail is envisioned as a shared used path running along the Highway 305 right-of-way from the Eagle Harbor ferry terminal to Agate Pass bridge. The STO trail would be a unique facility on Bainbridge Island – the only place on the island where residents could enjoy a relatively flat bike ride of approximately 7 miles on a smooth surface completely separated from car traffic. In addition, it would provide a safe facility for people to walk to a destination or for recreation or exercise. The STO can be expected to serve a wide range of island residents for a variety of purposes, including bike commuters, recreational and family bikers, long-distance touring riders, and people walking for exercise or leisure or to a destination.~~

Section 4. "Connecting Bainbridge: SAFE Mobility" Project Selection Committee ~~Established~~. Upon the approval of the ballot proposition, the City will start the process of selecting a group of Island residents to constitute the "SAFE Mobility Project Selection Committee" (the "Committee"). ~~The model envisioned here is similar to that of a "citizen's jury" or "citizen's council."~~

~~The Committee members must represent a wide range of the public, be they users of non-motorized facilities or not, and must not include any persons who have already been substantially involved in developing the City's Non-Motorized Transportation Plan or in advocating for or against any particular type of non-motorized improvement. To that end, the Committee will include at least 25 Island residents that are randomly selected and that represent all adult Island demographics as reasonably as possible in such a small sample size.~~

~~It is expected that the work of the Committee will be a substantial commitment for all of the Committee's members and take many days of intense work, whether those days are back-to-back or spread over a longer time-frame. Accordingly, the members will be paid a sufficient stipend to compensate them for their time on the Committee.~~

~~Section 5. The Committee's Task. The Committee~~The Committee, with the involvement and guidance of the City's Multi-Modal Transportation Advisory Committee, City staff, and the general public, will develop and provide to Council a recommendation for exactly which projects to build using the ballot proposition funding. This recommendation will take the form of a package containing all recommended projects. ~~The expectation is that the Council will approve or disapprove the package as a whole.~~

The package will contain a list of recommended projects ranked in priority order within each bucket. The ranked list in each bucket will include more projects than ballot proposition funding would be expected to fund so that the City knows which additional projects to build should additional funding, such as grant funding or City general fund revenue, become available.

If the package contains projects that are not included in the City's current Non-Motorized Transportation Plan or projects that are substantially different from projects identified in the current Non-Motorized Transportation Plan, then the Committee shall provide the City Council with recommendations on how the Non-Motorized Transportation Plan should be amended.

~~Section 6. Process for Choosing Projects to Build with Ballot Proposition Funding. The Committee must use the following process to complete its task.~~

~~a. The Committee will receive, from City staff and the members of the City's Multi-Modal Transportation Advisory Committee ("MMTAC"), a full explanation of the City's current Non-Motorized Transportation Plan.~~

~~b. The Committee will receive education from experts in all fields relevant to completing their task. These experts may include City staff and members of the MMTAC.~~

~~c. The Committee will receive estimates from City staff of the rough cost of all projects that City staff reasonably believe the Committee might consider for funding with ballot proposition dollars.~~

~~d. The Committee may choose to accept comments from members of the public and/or to request input from specific neighborhood groups or advocacy groups.~~

~~e. The Committee will determine whether the City's Non-Motorized Transportation Plan should be amended in any manner. If the Committee determines that amendments to the Non-Motorized Transportation Plan are needed or desired, it shall provide its recommended Non-Motorized Transportation Plan amendments to the City Council in conjunction with the package of recommended projects that it provides to City Council.~~

~~f. The Committee will then select the package of projects that it recommends the City build using the ballot proposition funding. The package of recommended projects must (1) meet the requirements of Section 1 and Section 2 of this resolution, (2) provide the greatest possible public benefit within each bucket of funding, and (3) either be in the current Non-Motorized Transportation Plan or included in the amendments that the Committee is recommending to the Non-Motorized Transportation Plan.~~

~~Section 7. Consultant. The City shall issue an RFP seeking a consultant or consulting firm who will be hired by the City to design and implement the project selection process. The Mayor will undertake a process, with City Council input, that will narrow down the RFP responses to three. The City Council will then choose which of the three to hire.~~

~~The consultants will be asked to provide in their response a detailed description of~~

~~what process or processes they will use to assemble the Committee and complete the Committee's task. Thus, when the City Council chooses the consultant, the Council will also be choosing what process or processes will be used to fulfill the requirements of this resolution and complete the Committee's task.~~

~~The consultant shall be paid using ballot proposition funds taken from the Opportunity Fund bucket.~~

PASSED by the City Council this _____day of July, 2018.

APPROVED by the Mayor this _____ day of July, 2018.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: XXXXXXX, 2018 PASSED BY THE CITY COUNCIL: _____, 2018 RESOLUTION NUMBER: 2018-19

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: 7:30 PM Authorization for the City Manager to Pursue a Letter of Intent Related to the Acquisition of the Harrison Medical Center Building and Site - Executive

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to authorize the City Manager to pursue a letter of intent related to the acquisition of the Harrison Medical Center building and site.

SUMMARY:
At the July 17, 2018, Study Session, City staff and the design consultant for this project (Coates and Assoc.) updated the City Council on their evaluation of the existing Harrison Medical Center site for potential replacement of the Police Station and Municipal Court. The presentation included evaluation of program elements, a cost estimate, and a financial analysis of the City's fiscal capacity relative to the proposed project.

At that July 17, 2018, Council meeting, the Council forwarded for consideration as part of Unfinished Business on the July 24, 2018, agenda authorization for the City Manager to pursue a letter of intent.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Police - Court Presentation CC 17 Jul 2018

Fiscal Capacity Memo

FISCAL DETAILS:

Fund Name(s): General Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

Police and Municipal Court Facility Update

July 17, 2018

Building Assessment and Cost Estimates

- Conducted a structural review to discern changes needed to address seismic strengthening / shear diaphragm modifications, to achieve minimum compliance with code mandated “essential” requirements.

- Reviewed Police and Court program requirements to prioritize space needs in order to fit into an existing building with approximately 28% less space than the full program.

- Identified key program areas of overlap to be common space for both Police and Court in order to optimize plan.

- Examined which program elements for the Police would function best when split over two floors.

- Coordinated existing shear walls with required program spaces to reduce conflicts and maintain efficiency.

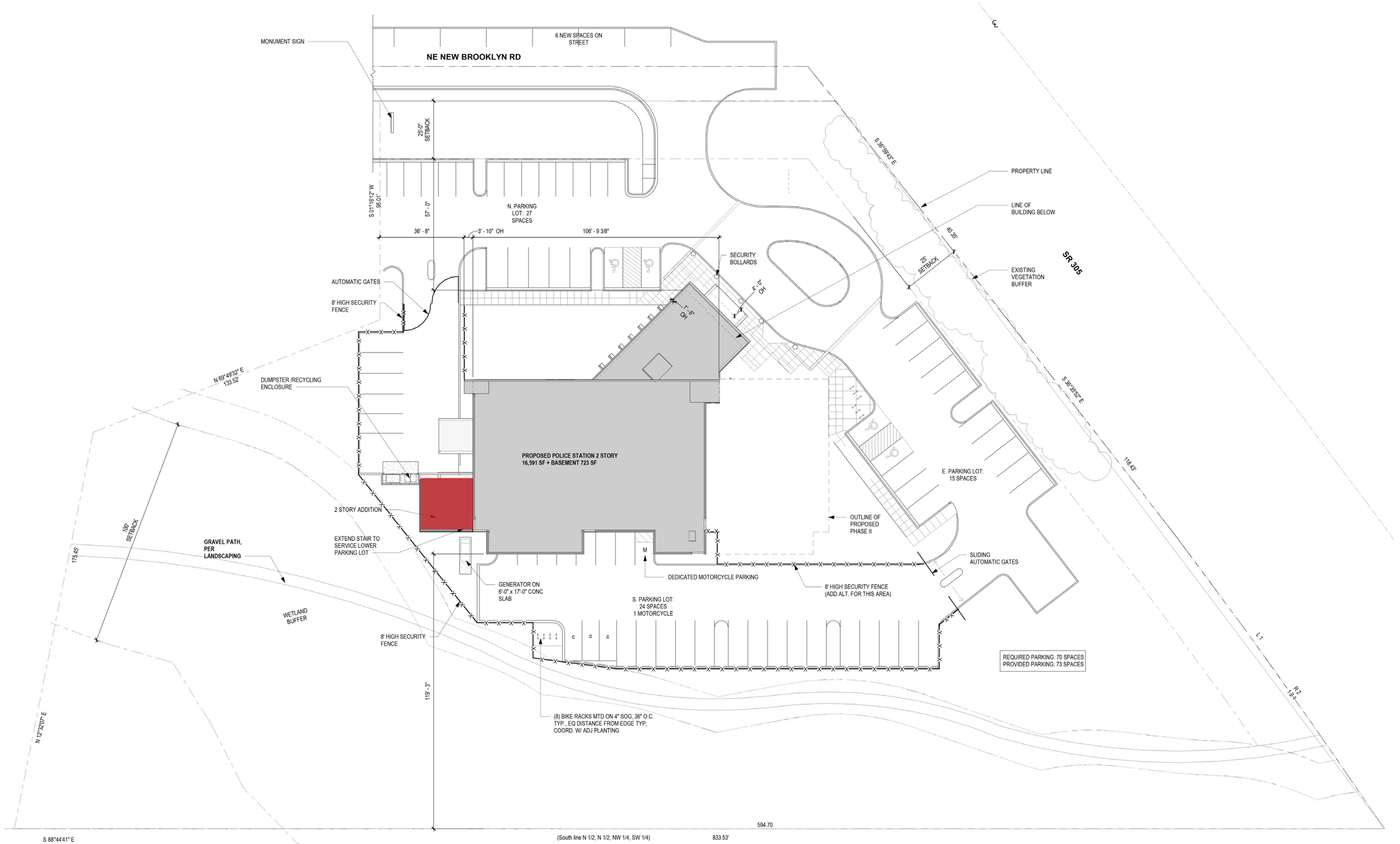
- Reviewed existing parking layout to develop the optimum division between Public, Court, and secure Police parking.

- Met with Police Chief and Municipal Judge to review and approve functionality of proposed layout.

- Police and Court programming can be accommodated within existing building and successfully meet functional requirements.
- Proposed layout accommodates planned staffing growth, with reduced size in some areas where needed.
- Small additional expansion is proposed to enclose exterior staircase and provide second floor meeting room.
- Size of the existing building (and its frame construction) does not allow for inclusion of a firearms proficiency range. This function is not included in the proposed design.
- Size of the building does not permit inclusion of a dedicated space for a Community Meeting/Multi-purpose training room. This function is addressed by designing the court-room to be a multi-purpose, flex space.
- Size of building and existing layout does not permit completely separate lobby spaces for Court and Police. However, appropriate separation of Police and Court functions is accomplished through proposed design.

	PROGRAM SQ. FT.	ACTUAL SQ. FT.	DELTA
POLICE	17,641	13,397	4,244
COURT	6,825	4,069	2,756
SHARED		273	
TOTAL	24,466	17,739	6,727

	PROGRAM	ACTUAL
PARKING	85	80



COBI POLICE AND COURT HARRISON BUILDING TEST FIT STUDY

SITE PLAN

N

COATES DESIGN ARCHITECTS
Responsible Architecture



COBI POLICE AND COURT HARRISON BUILDING TEST FIT STUDY

MAIN LEVEL PLAN

N

COATES DESIGN ARCHITECTS
Responsible Architecture



COBI POLICE AND COURT HARRISON BUILDING TEST FIT STUDY

UPPER LEVEL PLAN

N

COATES DESIGN ARCHITECTS
Responsible Architecture

THE ROBINSON COMPANY

CITY OF BAINBRIDGE ISLAND
POLICE STATION-COURT HOUSE
COST MODEL ESTIMATE
Revised 7/17/2018

HARRISON SITE TEST TO FIT

Building Renovation w/Minor Site Improvements	17739 SF	373	$	6,619,856
Total Construction/MACC - Escalated to Feb. 2020			**$**	**6,619,856**
Construction Related Soft Costs (WSST/Contingency)			$	926,780
Project/Bidding/Island/Code Change Contingency @ 10%			$	661,986
Sub-Total Project Cost			**$**	**8,208,621**
Other Project Soft Costs			$	1,353,761
Total Project Cost - Escalated to Feb. 2020			**$**	**9,562,382**

Project Development/Soft Costs Include:

Washington State Sales Tax	9.00%
Construction Contingency	5.00%
Project/Bidding/Island Contingency	10.00%
Total Construction Related Soft Costs	**24.00%**
Architect/Engineering	11.00%
Permits	1.00%
Builders Risk Policy	0.75%
Police/Court Furnishings and Equipment ($15.00 SF + Tax)	4.70%
Technology	3.00%
Total Other Project Development Costs	**20.45%**

Exclusions:

Land Acquisition and Real Estate Fees
Off-Site-ROW Improvements/Emergency Access to SR305
Sustainability/LEED Certification

Financing and Budget Scenarios

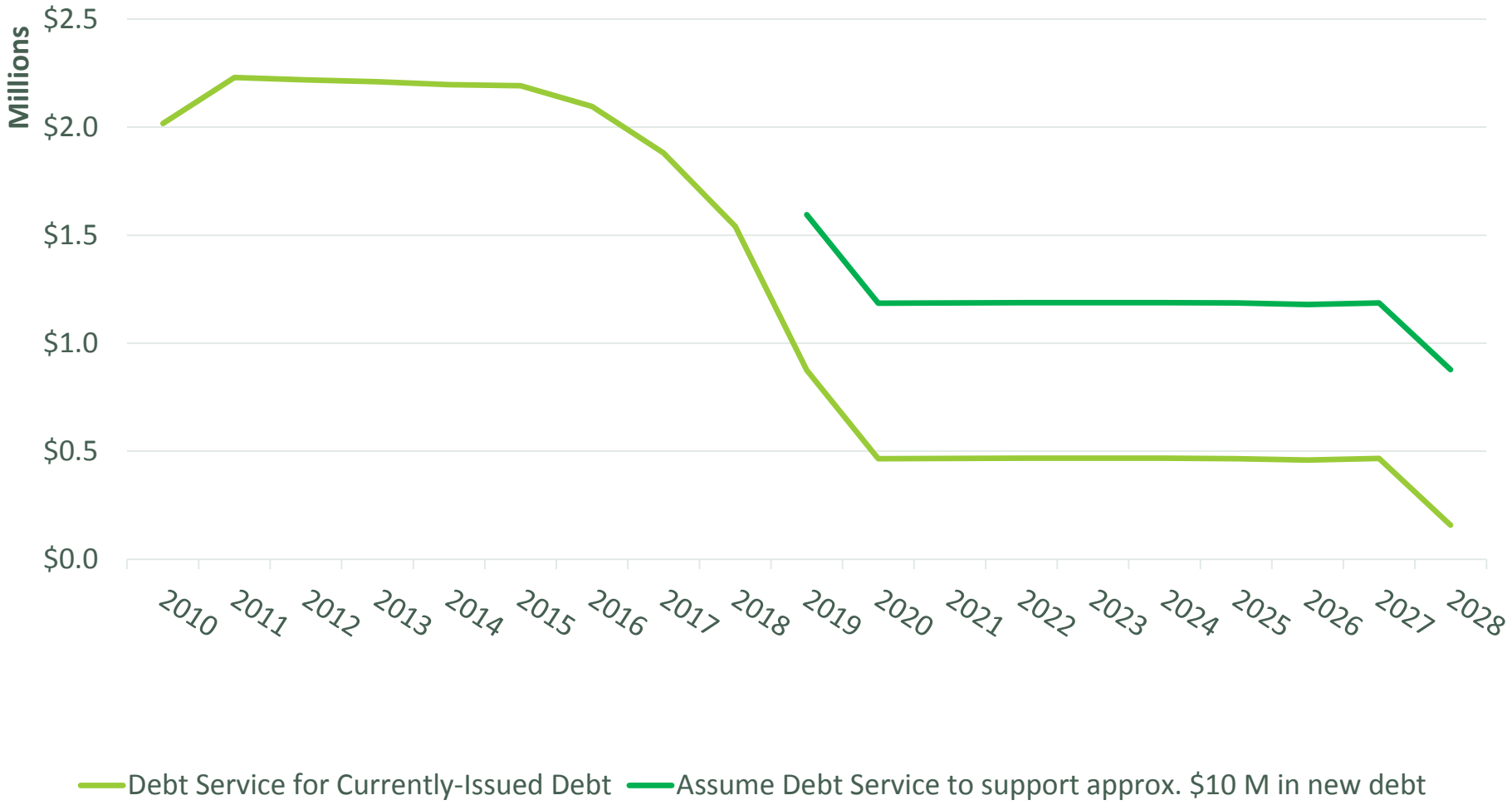
Project Assumptions
(For illustration purposes)

- $20 million total project
  - $10 million in Councilmanic bonds
  - $10 million in General Fund support
    - Includes roughly $2.7 million in already-appropriated funding

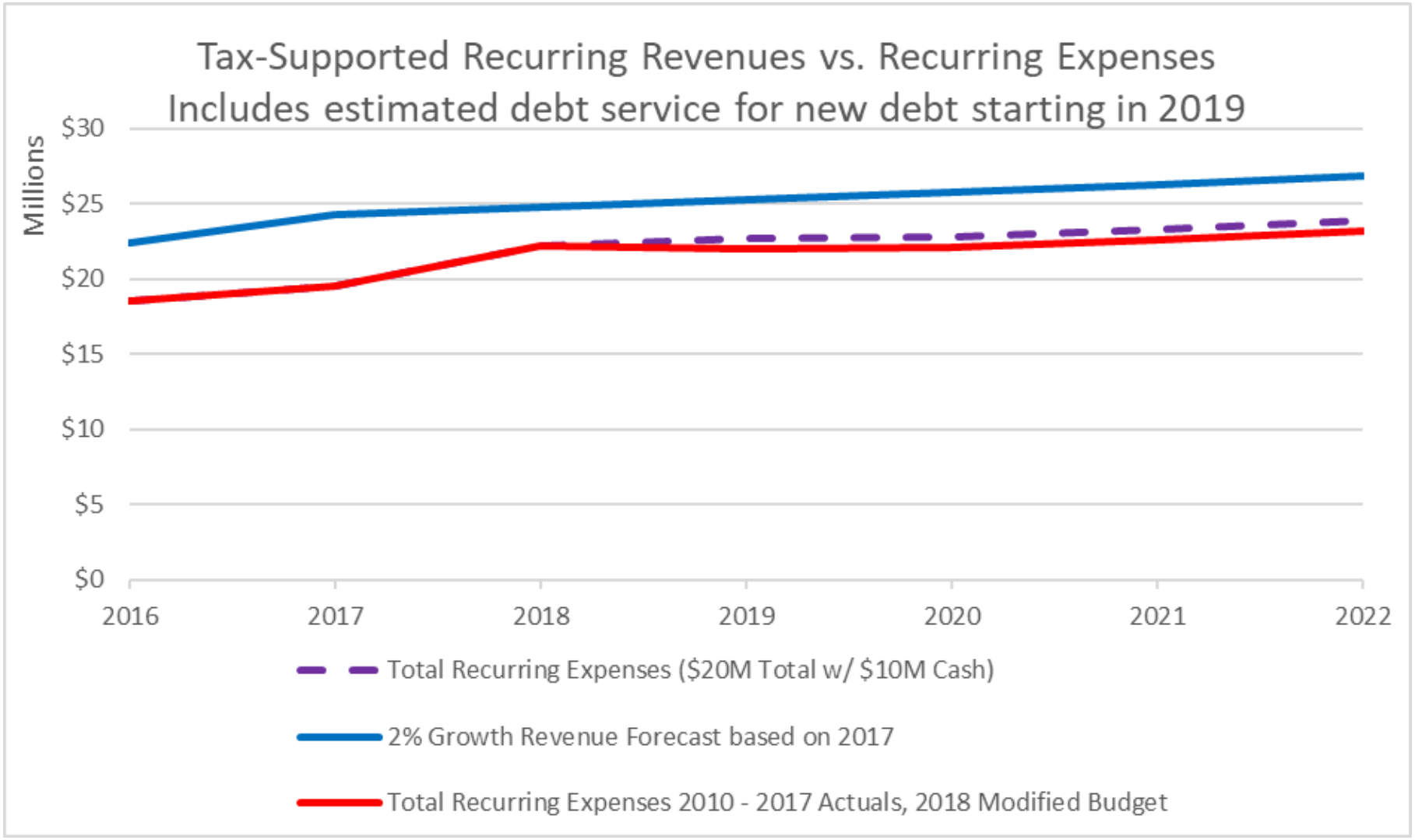
- Estimates for debt service
  - $72,000 in annual debt service per $1 million in long-term debt
  - $10 million bond equates to $720,000 in annual debt service for 20 years

88

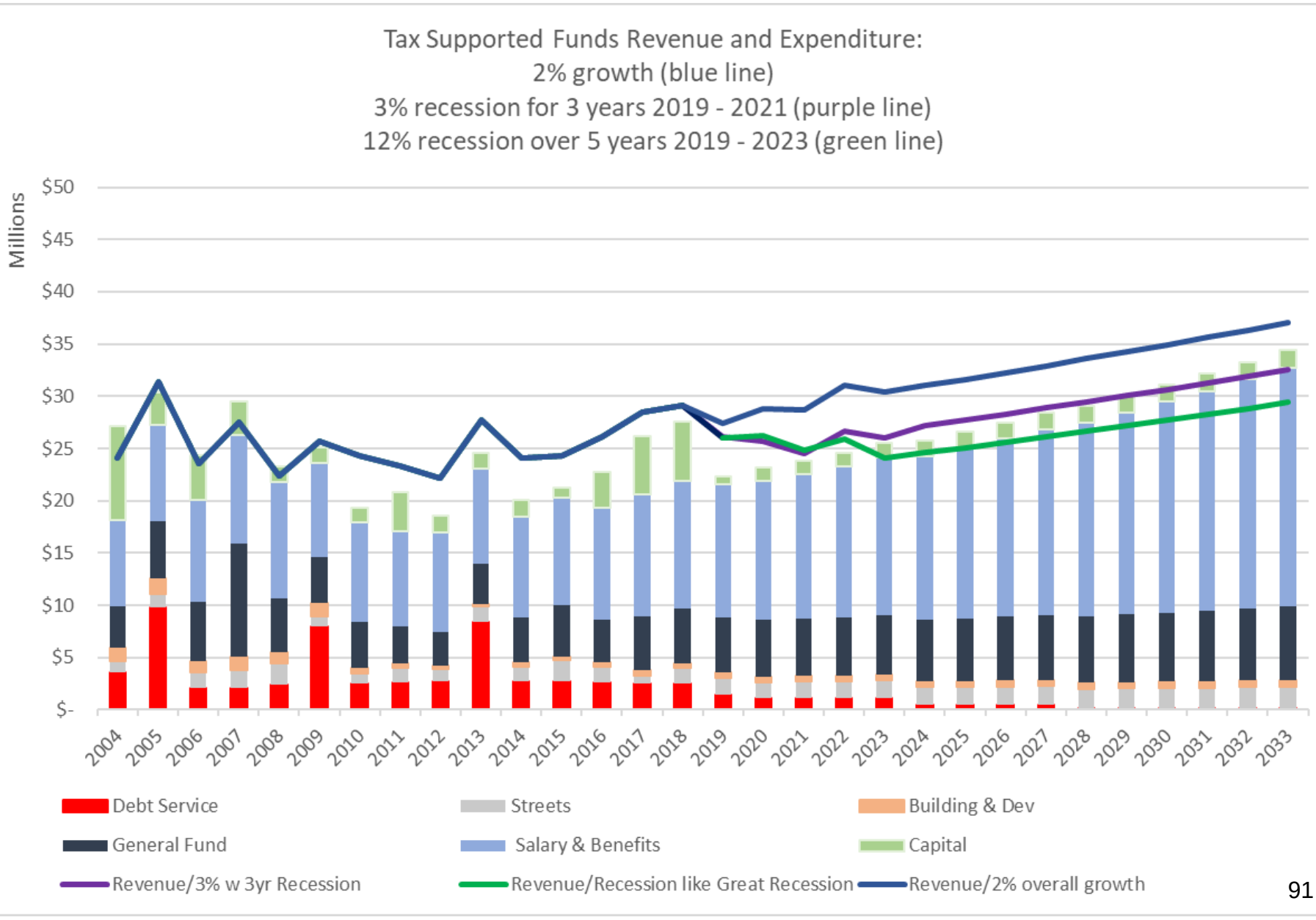
Debt Service Paid from Tax-Supported Funds (General Fund and REET) - first d/s payment in 2019



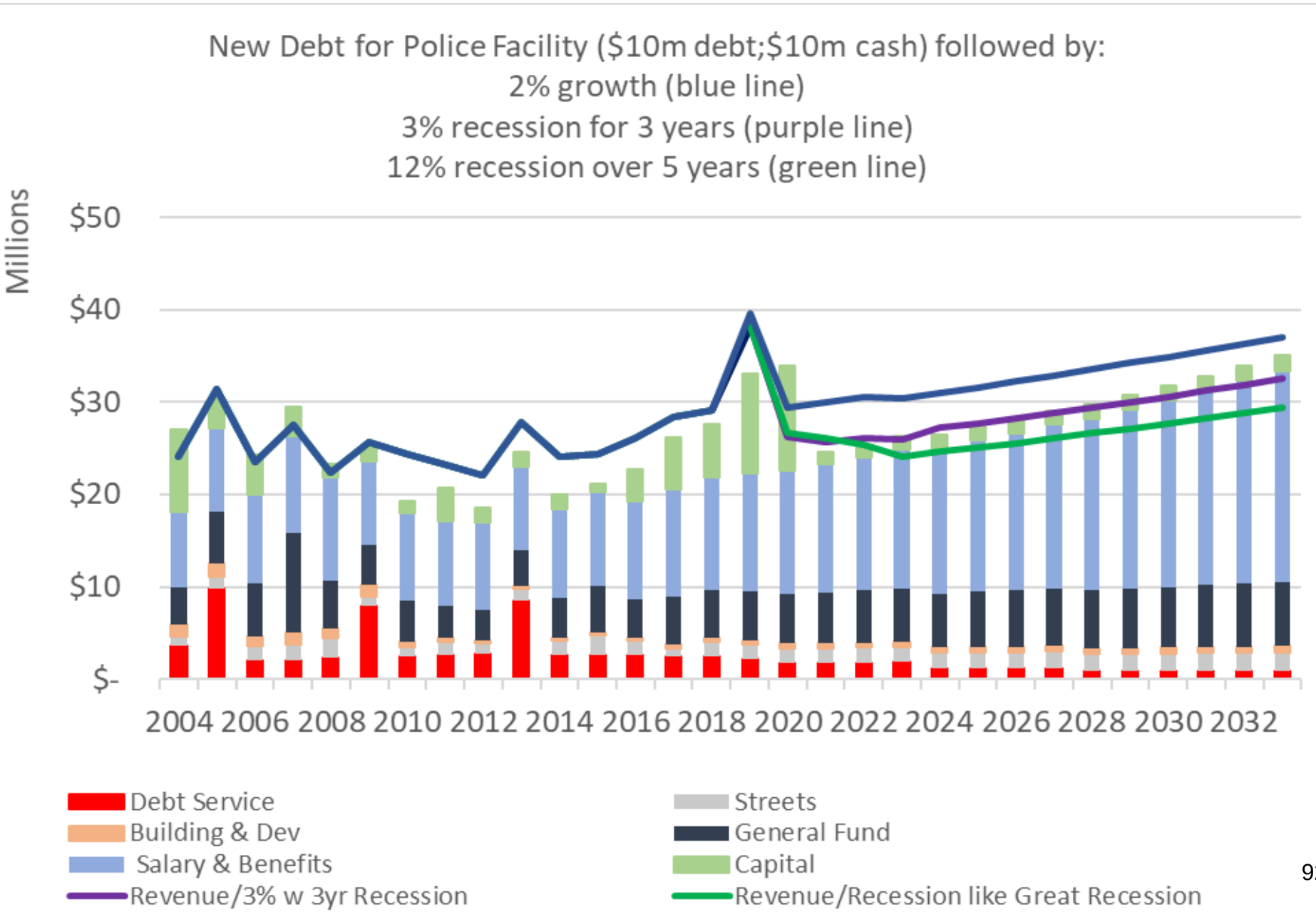
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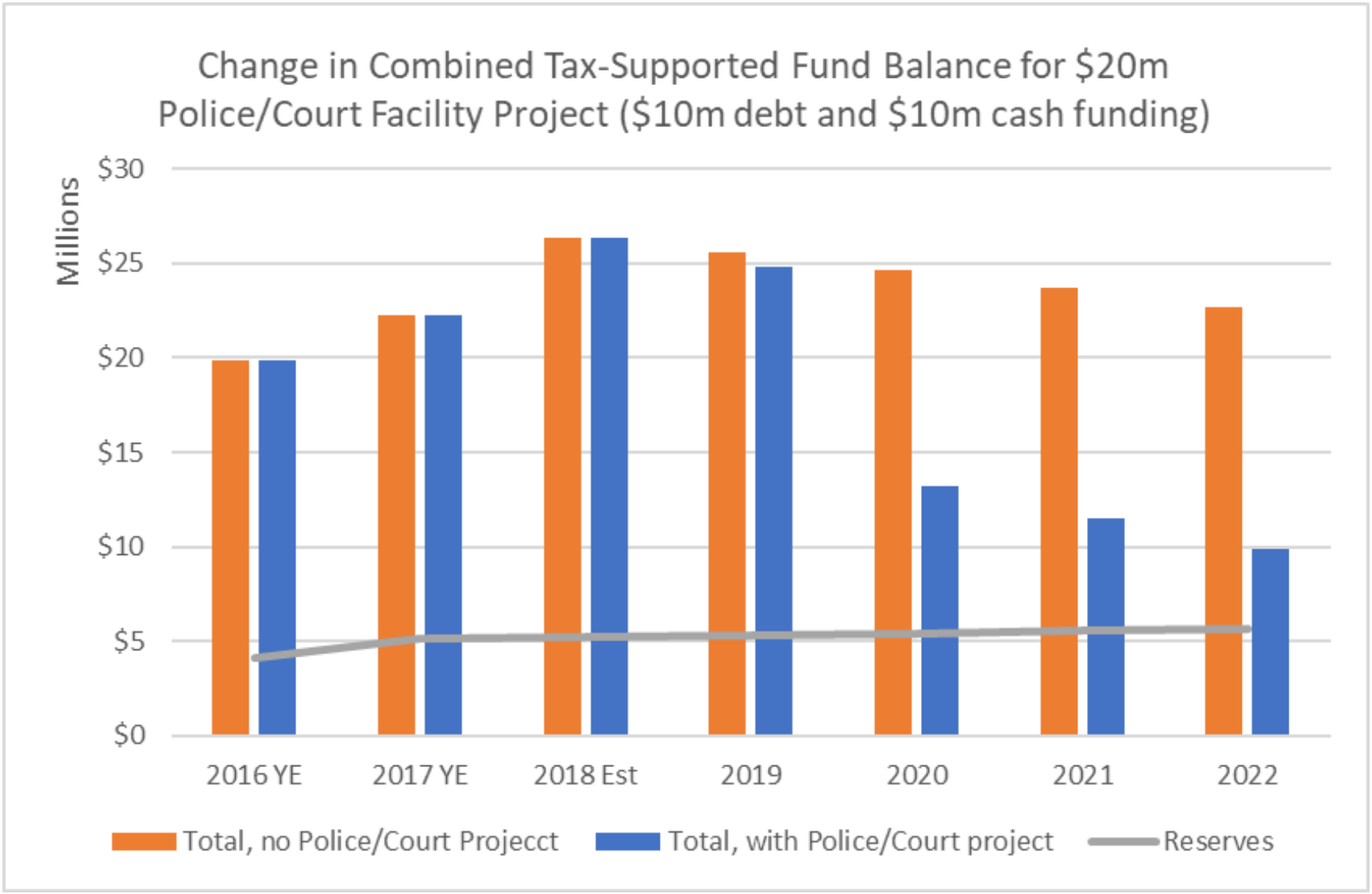

Tax-Supported Recurring Revenues vs. Recurring Expenses
Includes estimated debt service for new debt starting in 2019
Millions
$30
$25
$20
$15
$10
$5
$0
2016
2017
2018
2019
2020
2021
2022
Total Recurring Expenses ($20M Total w/ $10M Cash)
2% Growth Revenue Forecast based on 2017
Total Recurring Expenses 2010 - 2017 Actuals, 2018 Modified Budget

90


Tax Supported Funds Revenue and Expenditure:
2% growth (blue line)
3% recession for 3 years 2019 - 2021 (purple line)
12% recession over 5 years 2019 - 2023 (green line)
Millions
$50
$45
$40
$35
$30
$25
$20
$15
$10
$5
$-
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
Debt Service
Streets
Building & Dev
General Fund
Salary & Benefits
Capital
Revenue/3% w 3yr Recession
Revenue/Recession like Great Recession
Revenue/2% overall growth

91


New Debt for Police Facility ($10m debt;$10m cash) followed by:
2% growth (blue line)
3% recession for 3 years (purple line)
12% recession over 5 years (green line)
Millions
$50
$40
$30
$20
$10
$-
2004 2006 2008 2010 2012 2014 2016 2018 2020 2022 2024 2026 2028 2030 2032
Debt Service
Building & Dev
Salary & Benefits
Revenue/3% w 3yr Recession
Streets
General Fund
Capital
Revenue/Recession like Great Recession


Change in Combined Tax-Supported Fund Balance for $20m Police/Court Facility Project ($10m debt and $10m cash funding)
Millions
$30
$25
$20
$15
$10
$5
$0
2016 YE
2017 YE
2018 Est
2019
2020
2021
2022
Total, no Police/Court Projecct
Total, with Police/Court project
Reserves

93





QUESTIONS? DISCUSSION

94

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

TO: Doug Schulze, Morgan Smith

FROM: Ellen Schroer, Finance Director
Ron Logghe, Sr. Financial Analyst

DATE: July 17, 2018

RE: Police/Court Facility Financial Capacity Discussion

Previously-presented financial capacity information has focused on recurring revenues and recurring expenditures, appropriate for operating budget considerations such as personnel and level of service discussions. The attached analysis uses total revenue and expenditure information, expanding the focus to include capital, grants, and other one-time sources and uses of funds. The analysis provided today sets the context for discussion of two topics: current budget structural stability in years beyond the 6-year CIP planning horizon, and the effect of issuing additional debt for a Police/Court facility.

The graphs on the next pages show three different economic scenarios:

- Scenario 1; revenue in our tax-supported funds continue to grow at a 2% rate (Blue line)
- Scenario 2; revenue in our tax-supported funds experience a 3-year 3% recession (Purple line)
- Scenario 3; revenue in our tax-supported funds experience a 5-year 12% recession (Calculated to reflect 2008 Great Recession experience of the City, Green line)

This analysis only considers tax-supported funds, assumes current levels of staffing into the future years, the current CIP as proposed through 2024, and holds other factors equal. The stacked columns show total expenditures, while the lines show total revenues.

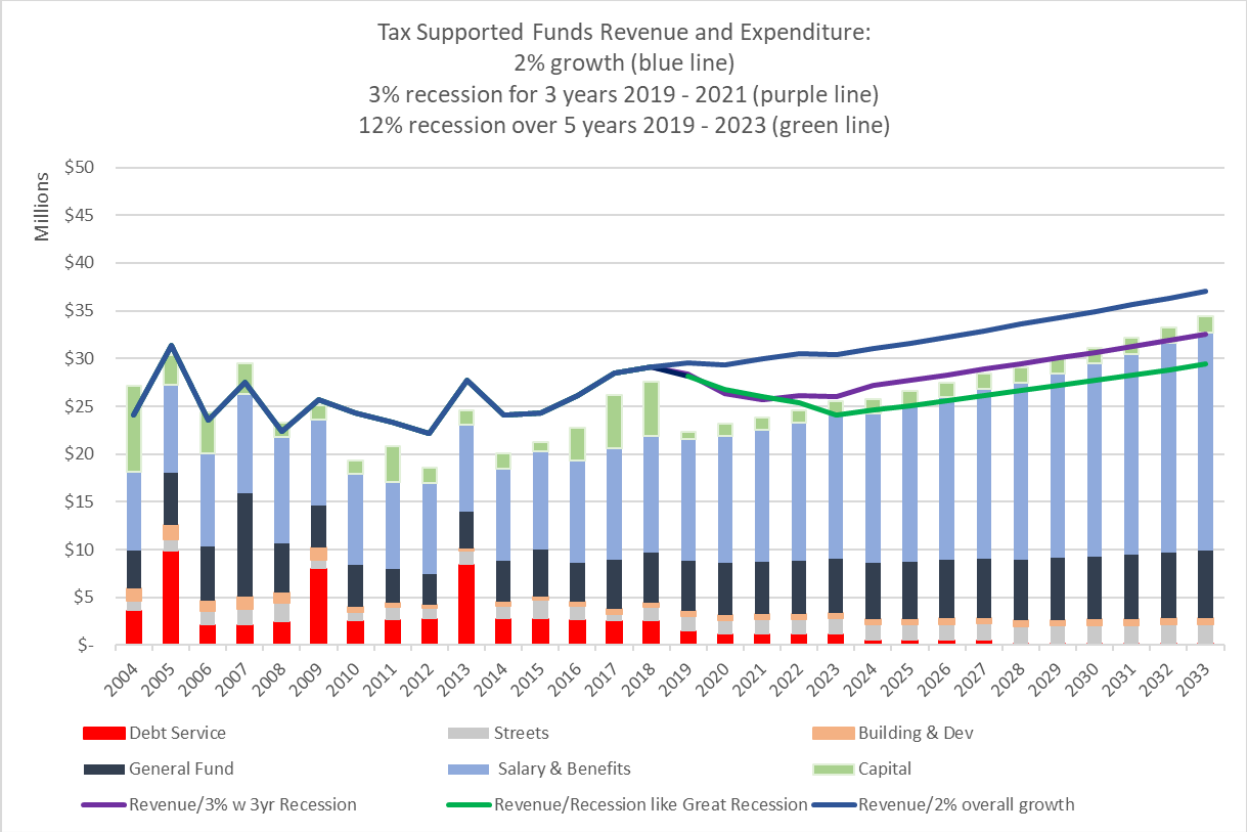
The charts which follow demonstrate City capacity to continue programs, services and currently-planned capital with increasing revenues, and for the next 10 years with a mid-level recession. They also show that the City can adjust to lower revenue scenarios, with or without new debt for a police/court facility, but that significant reductions would be needed for a recession similar to the 2008 Great Recession. Finally, to make planned adjustments while maintaining policy reserve levels of fund balance, it would be prudent to preserve balances in reserves above the minimum required by policies, as is currently the case.

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Bainbridge Island, WA 98110-1812
Tel: (206) 842-2545 Fax: (206) 780-8600
City's Website: www.bainbridgewa.gov

Financial forecast without new debt

In the next chart, the three revenue scenarios are shown with current staffing levels and our current capital spending plan. Beyond the current CIP years, a historical average of capital expenses are estimated at $2.1 million, with an offsetting average annual $1.4 million in grant revenue. Current debt expenses are paid down per established debt schedules.

CHART 1: Current programs and services, no new debt or spending on police/court facility



Expense assumptions:

- Personnel expenses growing at our historically experienced 4.25%;
- Current CIP is represented through 2019 followed by historical spending levels, and
- Current debt service.

Adjustments needed to bring spending below recessionary revenue lines (not shown in the chart above):

- Mid-line, purple recession: one-time expenditure reduction of 4% in 2021, then steady cost levels. Reduces costs by roughly $1.1 million
- Lowest-line, green recession: one-time expenditure reduction of 6% in 2021, then hold costs steady for four years (implies further cuts to costs). Reduces costs by roughly $3.5 million.

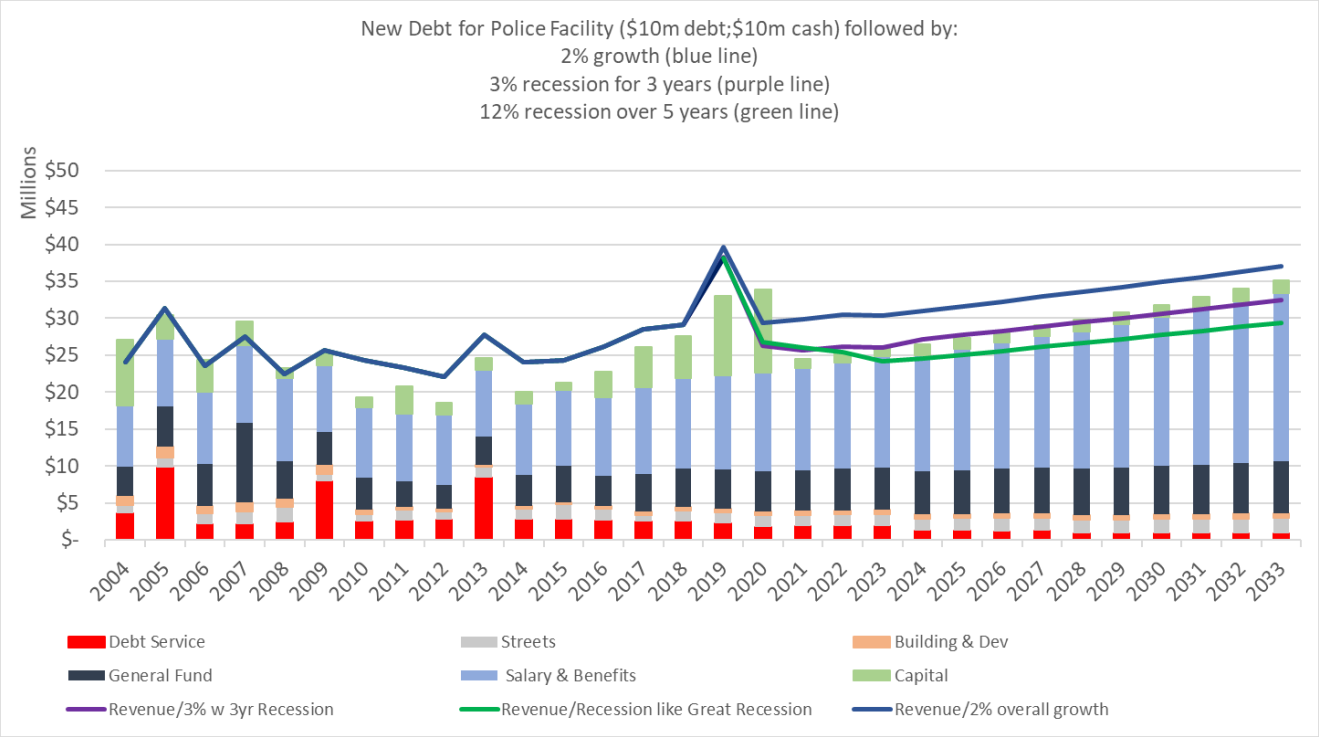
This chart demonstrates that with continued growth the City can support its existing programs and service levels. It also demonstrates that the current spending mix means that significant reductions to match reduced revenue would need to include reductions in staffing.

Financial forecast with new debt and associated project spending

In the next chart, the three revenue scenarios are shown with current staffing levels and our current capital spending plan. Beyond the current CIP years, a historical average of capital expenses are estimated at $2.1 million, with an offsetting average annual $1.4 million in grant revenue. Current debt expenses are paid down per established debt schedules.

In addition to these baseline assumptions, we consider adding $10m in debt with its corresponding debt expense and spending $10m in cash for a new police/court facility. The new debt revenue is shown as received in 2019 while the associated capital project expenses are shown between 2019-2020.

CHART 2: Current programs and services, new debt and spending on police/court facility



Assumptions:

- Personnel expenses growing at our historically experienced 4.25%;
- Current CIP is represented through 2019 followed by historical spending levels;
- Current debt service, and
- $20 million police/court project funded by $10 million in debt and $10 million in cash (includes $3 million in already-appropriated cash which has been moved to the Capital Construction Fund) with associated annual estimated debt service of $720,000 in years after 2019.

Adjustments needed to bring spending below recessionary revenue lines (not shown in the chart above):

- Mid-line, purple recession: one-time expenditure reduction of 7% in 2021, then steady cost levels. Reduces costs by roughly $1.5 million

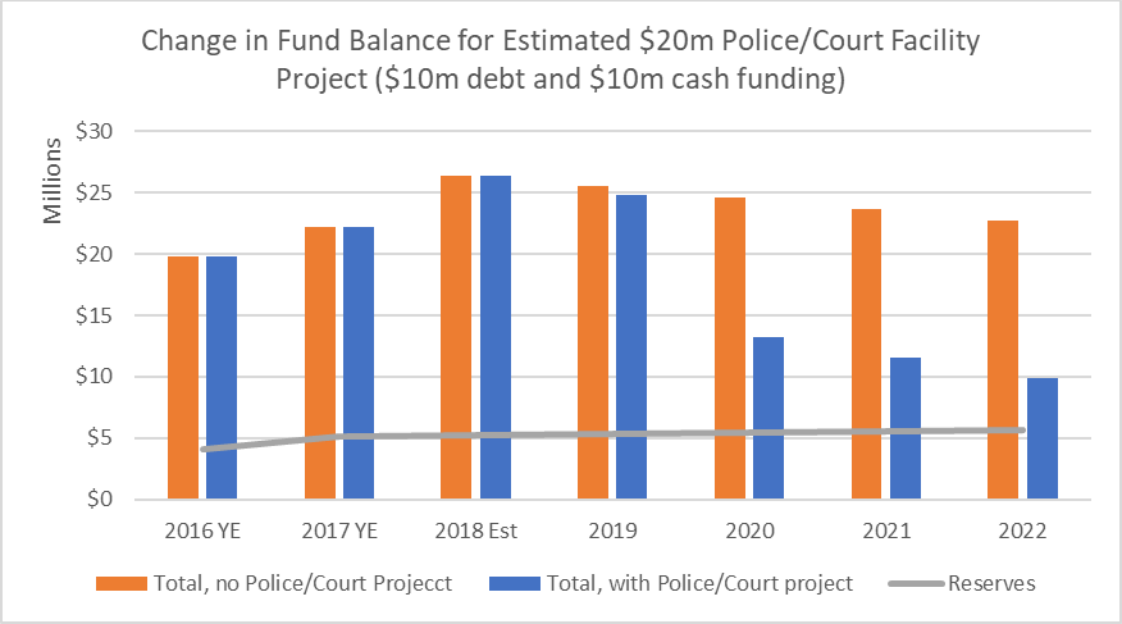
- Lowest-line, green recession: one-time expenditure reduction of 11% in 2021, then hold costs steady for four years (implies further cuts to costs). Reduces costs by roughly $4.0 million.

With the new debt, debt expense, and capital construction added, revenues fully support expected expenditures through this forecast window in the top-line 2% growth scenario. This assumes no growth in staffing, and capital expenses in line with current experience.

Estimated Tax-Supported Funds Ending Fund Balance Information

The chart below shows combined actual year-end fund balances for the tax-supported funds for 2016 and 2017 and estimates for 2018. For years after 2018, the chart assumes recurring revenues to fully support recurring expenditures, with historical averages for significant one-time revenues such as grants and interest and one-time capital expenditures. Finally, the chart shows the change to fund balances assuming a $20 million police/court facility project, funded with $10 million of debt and $10 million of cash, as compared to a scenario without a $20 million project. For both scenarios, fund balances are anticipated to be greater than policy reserve levels through 2022.

CHART 3: Tax-Supported Fund balance information (based on 2018 Forecast and historical experience)



Summary:

The analysis presented above is intended to frame the following topics for the City's tax-supported funds:

- Review of the basic structural financial stability of current programs and services, showing that with continued revenue growth, current services can be maintained through the forecast period based on historical spending patterns.

- Adding additional debt is possible within the existing revenues assuming continuing growth, but in a recession scenario, the new debt expenses may necessitate reductions in other parts of the budget.
- The City's ongoing capital annual investment for transportation, facilities, and fleet is roughly $2.1m with grants providing an average of $1.4m annually. Delivery of significantly more capital projects will require new staffing, or a new focus for existing staff.
- As the City moves forward with planning for the police/court facility, deciding on the mix of cash and long-term debt financing will include a decision about the tradeoffs of less debt and the ability to add operating expenses in the near term as compared to more debt and more cash reserves to use in reacting to changing future conditions.

Assumptions

- Tax-supported funds include: General Fund, Streets Fund, Building and Development Services Fund, REET, Debt Service Fund, Transportation Benefit Fund, Transportation Impact Fund, Capital Construction Fund
- Grants are shown in the revenue line and grant-funded expenditures are included in the expenditures
- Personnel costs are inflated at 4.25% for forecast years based on historical experience for City staff
- Mid-level recession is a 3-year reduction of 3% for all revenues for a total of 17% as compared to the base year.
- 2008-based recession assumptions are as follows based on 2008 City experience:
    - General Fund – 5-year reduction of 2.3% per year for a total of 11% reduction as compared to the base year revenues
    - REET – 5-year reduction of 8.7% for a total of 37% reduction as compared to the base year.
    - B&DS – 5-year reduction of 6% for a total of 27% reduction as compare to the base year.
- For top-line revenue assumptions, no change to current staffing is assumed.

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: 7:40 PM Affordable Housing Task Force Final Report - Planning

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Report **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to accept the Affordable Housing Task Force Final Report and to forward this item to a future study session for further discussion.

SUMMARY:
The Affordable Housing Task Force (AHTF) began meeting in September 2017, and provided an interim report to the City Council on March 6, 2018. Attached is the AHTF Final Report to the City Council.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

AHTF Final Report

App A Affordable Housing Task Force Instructions

App B HOUSING ELEMENT

App C.1 AHTF Letter to Council re Suzuki (11/3/17)

App C.2 AHTF Letter to Council re Suzuki (11/7/17)

App C.3 Letter from AHTF to Council re Suzuki (12/7/17)

App C.4 AHTF Letter to Planning commission re Liveaboards (11/20/17)

App C.5 AHTF Email to Council re Building Moratorium (2/25/18)

App C.6 AHTF Liveaboard Letter to Council (3/29/18)

App C.7 AHTF Recommendation to Council re Vacation Rentals (5/9/18)

App D 2018 Bremerton-Silverdale MSA HUD Median Income Table

App E DRAFT Cottage Housing Ordinance (2002)

App F Sample Multi-Family Property Tax Exemption Ordinance

FISCAL DETAILS:

Fund Name(s):

Coding:

Affordable Housing Task Force
Final Report



July 11, 2018

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   - Changes in FAR to Create Affordable Housing Incentives
   - Multi-Family Property Tax Exemption
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APPENDICES

A. City Council Instructions to the Affordable Housing Task Force

B. Housing Element of the Comprehensive Plan

C. Previously Delivered Recommendations and Correspondence

1. Letter re Suzuki project to City Council, dated November 3, 2017
2. Letter re Suzuki project to City Council, dated November 7, 2017 (revision to the November 3, 2017 letter)
3. Letter re Suzuki project to City Council, dated December 7, 2017
4. Letter to the Planning Commission re Liveaboard Community, dated November 20, 2017
5. Email re Development Moratorium to City Council, dated February 25, 2018
6. Letter to City Council re Liveaboard Community, dated March 29, 2018
7. Letter to City Council re vacation rentals, dated May 9, 2018

D. 2018 Median Income Table Bremerton-Silverdale MSA

E. Draft Cottage Housing Ordinance (2002)

F. Sample Multi-Family Property Tax Exemption Ordinance

INTRODUCTION

Process

The Affordable Housing Task Force (AHTF) was created by City Council resolution on May 9, 2017, and its fifteen initial members, all citizen volunteers, were appointed by action of the City Council on June 20, 2017. It was instructed to make recommendations for specific actions, programs and strategies the City of Bainbridge Island (City) and the City Council can take in the near-term to improve access to affordable housing across the economic spectrum. While the AHTF was instructed to focus on the Housing Element of the Comprehensive Plan, it was also advised to consider all elements of the Comprehensive Plan. Where any of the goals and policies of the various elements seem to be in conflict, the AHTF was tasked with recommending solutions that balance costs and benefits to the community.

The AHTF had its first meeting on July 8, 2017. It next met on September 6, 2017 and then met twice monthly through June of 2018. In addition, it created small work groups that met independently to study tools and strategies based on specific policies in the Housing Element, reporting back to the full group on a regular basis. The AHTF also heard numerous presentations by City staff and other experts on specific topics, as well representatives of local governments, nonprofits and other groups that advised on shared concerns and interests. Public comment was accepted and encouraged at every meeting.

Two members of the AHTF were unable to attend meetings and two resigned over the first few months due to personal circumstances. On February 27, 2018, two additional members were appointed by the Council.

The AHTF gave an Interim Report to the Council on March 6, 2018.

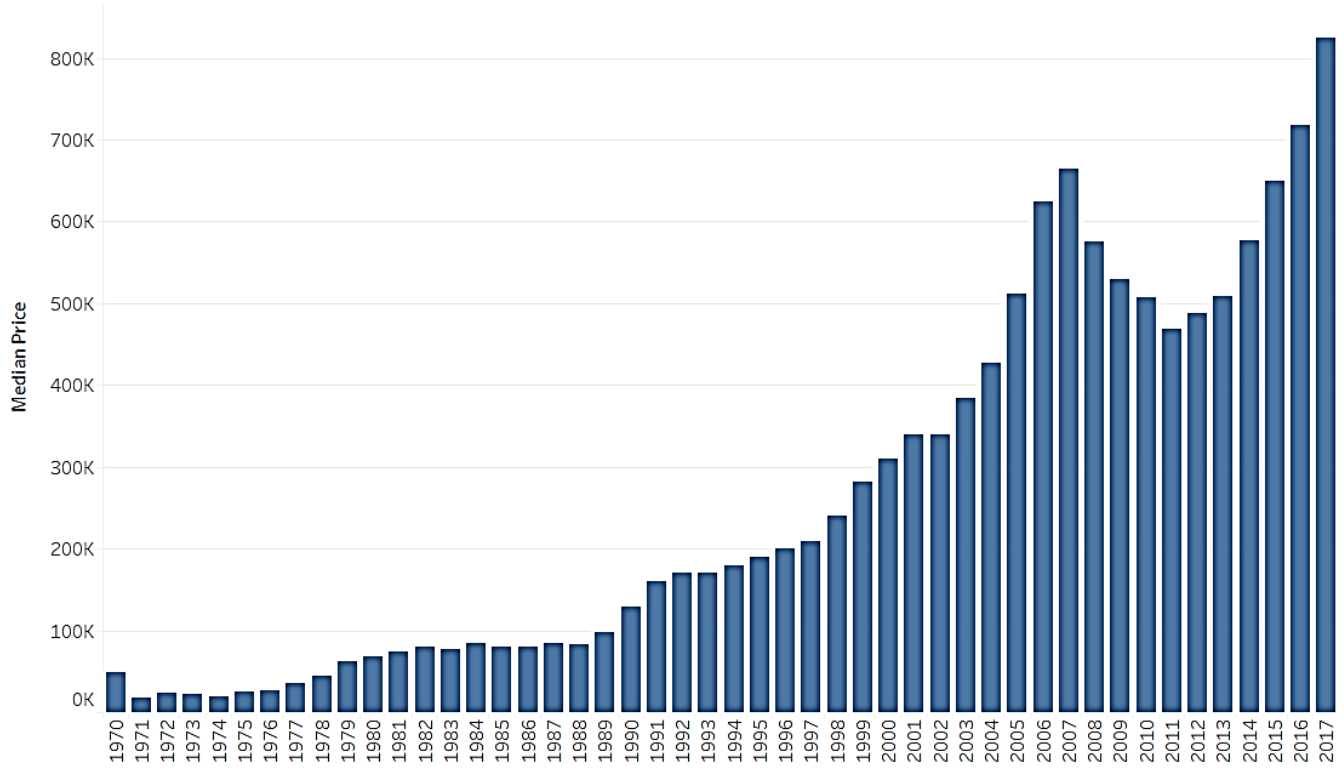
Housing Affordability on Bainbridge Island

Housing prices on Bainbridge Island have continued to climb, and affordability has worsened since the end of the Great Recession. Data from Kitsap County shows that in 2017 the median price of single family homes reached an all-time high of $825,000, a full 24% higher than the peak of the housing bubble in 2007. According to Realogic/Sotheby's International Realty, buyer activity is elevated due to the Puget Sound region's strong job market.

At the same time, inventory is historically low on Bainbridge Island. Over the last nine years, from 2009 through 2018, the new supply of residential units, of all types, has been severely limited. In April of 2009, there were 10,469 units on Bainbridge Island. In April of 2018, there were 11,061 units. This translates into an average growth of 66 residential units per year. This represents a cumulative annual growth rate of .63% per year (less than 1% per year). This limited supply on Bainbridge Island is well below demand in a way that increases housing costs and creates an affordability crisis, minimizing housing opportunity for those of moderate incomes in our community.

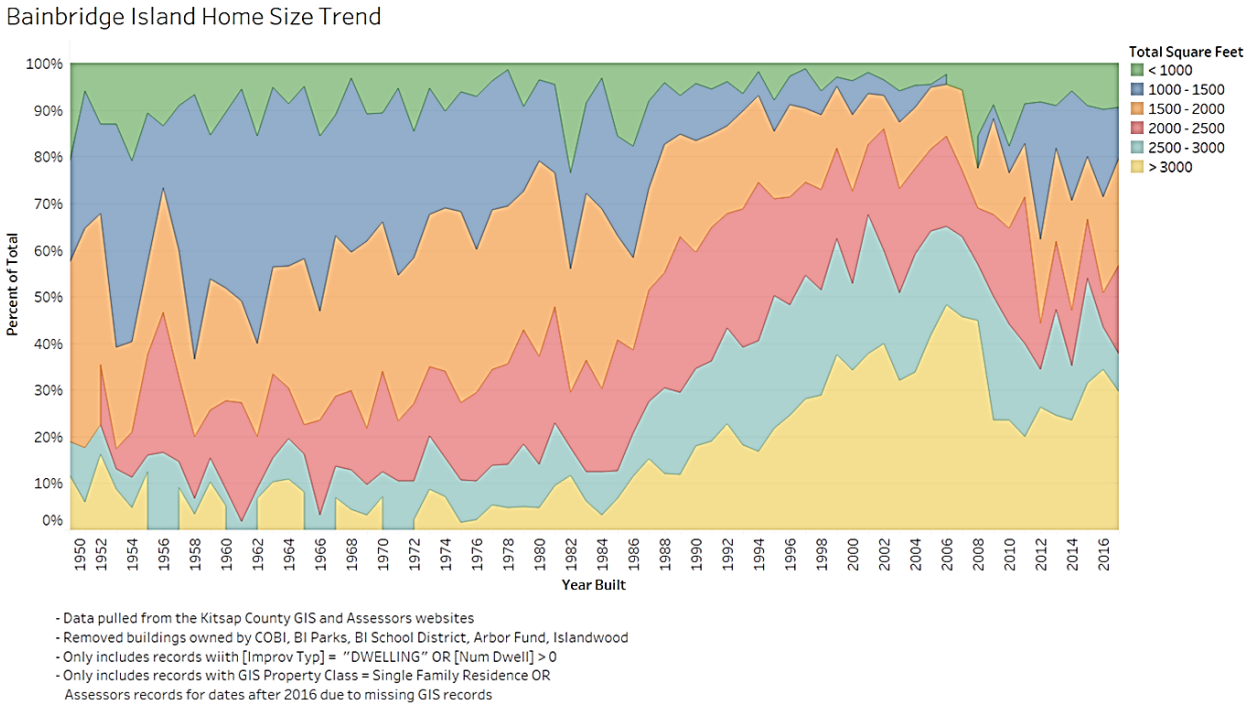
Prices have continued to climb in 2018. In May 2018, the median single family home price was $875,000, and nearly half (44%) sold for over $1 million. Single family residences account for about 80% of all housing units, in a very low density land use pattern that occupies almost 91% of the island's land use area. Median condo prices are over $500,000. Average rental rates are approaching $2000 a month, and rental vacancy rates are 1.5%, well below the 5% rate more typical of well-functioning rental markets. In addition to high housing costs, the increasing property tax burden due to state, county and local taxes makes housing even less affordable, particularly for seniors on a fixed income.

Bainbridge Island Single Family Home Price Trend



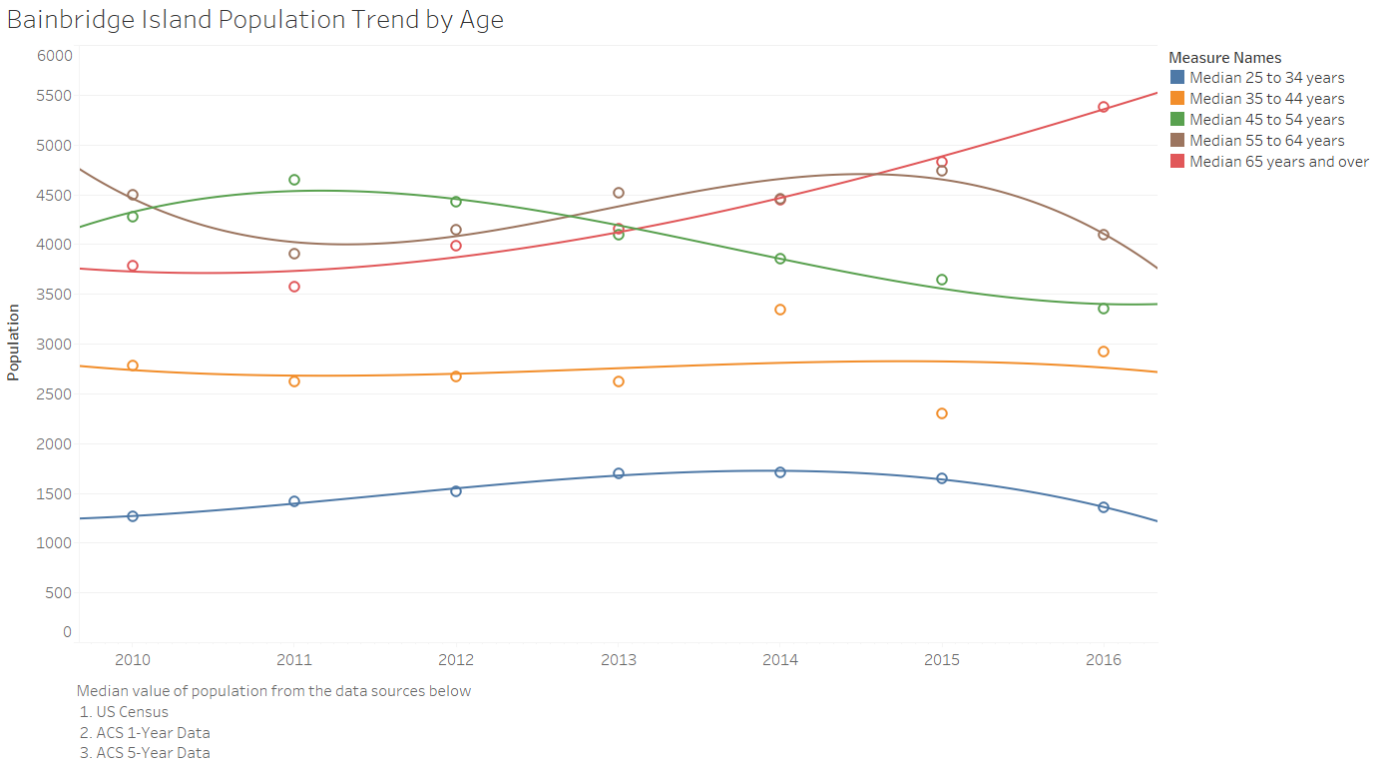
- Data pulled from the Kitsap County GIS and Assessors websites
- Only includes records wiith [Improv Typ] = "DWELLING" OR [Num Dwell] > 0
- Only incldues records with Property Class = 111 - Single Family Residence

Although homes being built now are not as large as they were during the last housing bubble, fully 30% of them are larger than 3,000 square feet. In addition, over the last 20 years, the vast majority (over 70%) of units have been over 2000 square feet. A significant contributor in the affordability crisis is the size of the units being delivered.

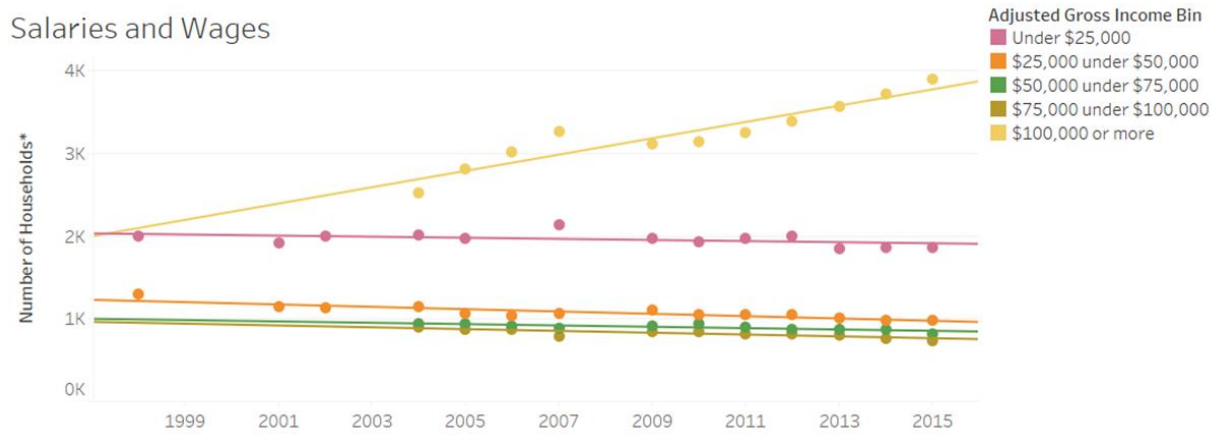


Bainbridge Island had a population of 23,025 persons in the 2010 Census. According to the Washington State Office of Financial Management, the state agency that completes population estimates in between census years, the population of Bainbridge Island has grown from an estimated 23,190 persons in 2013 to 24,320 persons in 2018, after several years of no growth related to the Great Recession.

In part due to housing prices, the island's demographics are shifting. Bainbridge Island is older, wealthier and far less racially diverse than other communities in the region. The island has an increasing population of people over 65, and a declining population of young adults (ages 25 to 34).



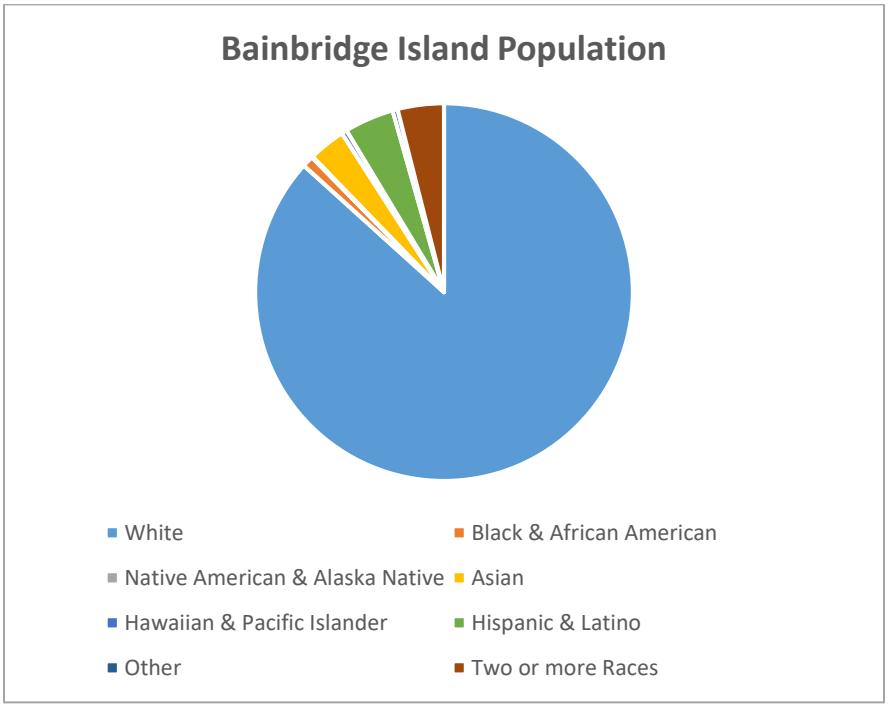
We can also see that the number of households with income of over $100,000 are increasing while households making less than $100,000 per year are static or decreasing. The largest increases are in the number of households making over $200,000 per year.



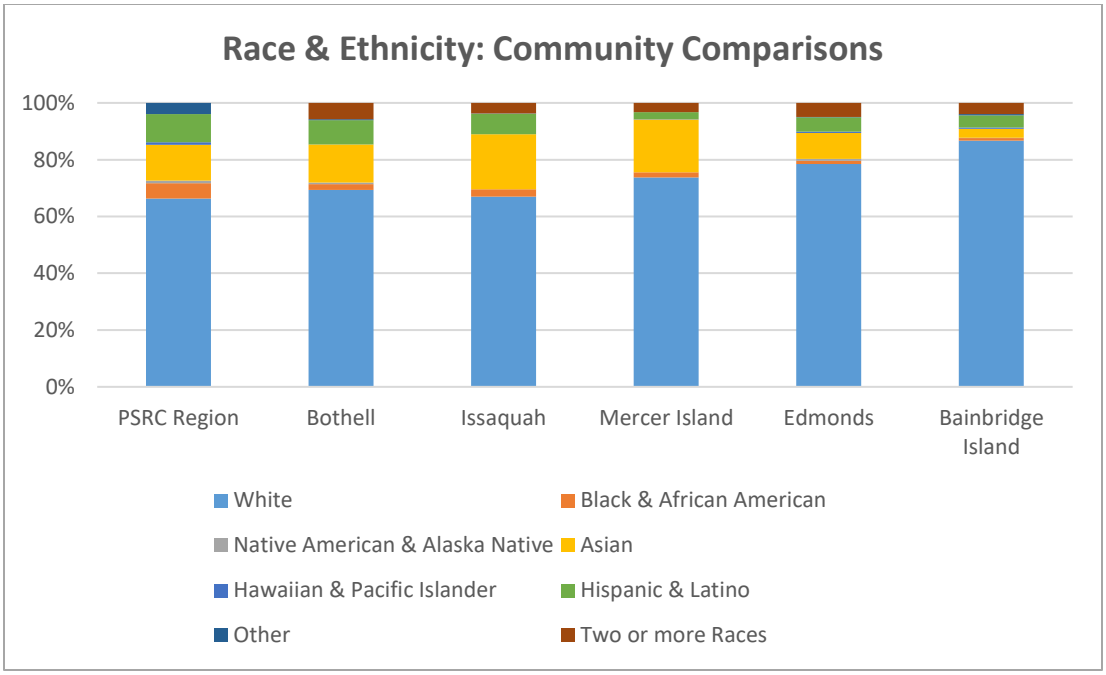
Bainbridge Island is about 91% white, according to the most recent census information. A 2014 report by the Puget Sound Regional Council noted the connection between lack of affordable housing and lack of racial and ethnic diversity:

> "Persistent unaffordable housing costs, along with current and historic discrimination, have geographically separated lower-income households and households of color from higher income, white communities.....High-priced neighborhoods as well as neighborhoods with limited rental housing fail to provide feasible housing choices for low- and-moderate income households."

In addition, the report found, "When a jurisdiction expands affordable housing opportunities in historically homogeneous communities with more opportunity, members of protected classes have access to good schools, employment, and healthy homes which they have been excluded from in the past."



Source: 2012-2016 ACS 5-yr Estimate



Source: 2012-2016 ACS 5-yr Estimate

This data tells us that Bainbridge is becoming an increasingly exclusive and rarified place to live. We are missing out on the vibrancy, creativity, economic benefit and sustainability that a diverse population—diverse in age, socioeconomics, race, ethnicity and background---brings to a community. As a result, housing affordability is crucial both to those who live here and those who cannot.

What is "Affordable"?

The Council's instructions to the AHTF provided that its "mandate is broader than simply considering low income housing. It should consider housing affordability on Bainbridge Island across the economic spectrum." Accordingly, we have looked at the various housing needs that are not being met in the island's current housing market, both those who are cost-burdened and those who qualify for subsidized housing.

HUD defines "cost-burdened" families as those who spend more than 30% of their income on housing, which may result in difficulty paying for necessities such as food, clothing, transportation, and medical care. The Housing Element of the Comprehensive Plan states that 34% of islanders of all income levels living in single family dwellings are cost burdened and almost 44% of island renters are cost burdened.

Some affordable housing projects use an income test to determine whether someone is eligible for housing. So-called "income qualified" housing is typically available to people whose incomes are 80% of Area Median Income (AMI) or less. Some publicly funded or subsidized housing is reserved for those whose incomes are 30% of AMI or less. (See Median Income Table, Appendix D). Waiting lists for subsidized housing on Bainbridge Island are two years or more.

The AHTF has not limited its recommendations to income-qualified projects. Many islanders, such as teachers and City employees, are cost burdened or cannot find housing at all on Bainbridge, but would not be eligible for income qualified housing. Both small businesses and major employers, including the City of Bainbridge Island, the Bainbridge Island School District, and the Bainbridge Island Parks Department, have told the AHTF that their employees have trouble finding housing on the island. Many employees commute from off-island, some from as far away as Port Orchard, a round trip of about 75 miles. As instructed, we looked at affordability across the economic spectrum.

The AHTF finds that affordability may be achieved by a combination of factors, including:

- Affordability by size: Creating smaller units for singles, couples and seniors, in both the rental market and the ownership market.
- Affordability by subsidy: Provide financial incentives through tax abatement to subsidize affordable units, or through such incentives as increased density, lower parking requirements, or fewer required amenities.
- Affordability by location: Eliminating or reducing the cost of a car and related parking.
- Affordability by increased supply: Incentivize both small size and rental housing.

By any measure, Bainbridge Island has not implemented effective strategies to meet diverse housing needs. The island's housing nonprofit, Housing Resources Bainbridge, has produced the only appreciable amount of income qualified affordable housing on the island in the last twenty years.

Working Understandings of the AHTF

The AHTF studied both commonly-used housing tools and out-of-the-box suggestions. From this work, we are certain of one thing about affordable housing: there are no magic bullets. Affordability must be addressed consistently, over time, with a multi-pronged approach. The community must be willing to think creatively and to experiment to see what works and what does not. Demanding certainty of outcome invites failure. We believe that Bainbridge Island should adopt the recommendations in this report, and without undue delay or demand for risk-free or guaranteed outcomes. At the same time, if it becomes apparent that a policy or program is not working, the City should be prepared to change course quickly by abandoning ineffective strategies and adopting new policy measures appropriate to current circumstances.

Our Comprehensive Plan speaks to many community values, which sometimes seem to conflict with each other. That perceived conflict is particularly sharp when looking at housing and environmental policy. People are often prone to tunnel vision when trying to solve a particular problem. Sometimes we think of "the environment" as entirely separate from human beings, and try to come up with solutions for environmental problems by excluding the needs of people from our thinking. Equally one-sided would be to craft housing solutions without regard to the impact on the natural environment. The real world does not divide itself into categories but,

rather, exists as a complex and ever-changing, mutually dependent and reinforcing whole. Good policy-making should try to reflect that reality.

The AHTF does not believe housing and the environment exist in conflict, though we understand that the current crises in both housing affordability and environmental degradation requires careful, intelligent, and respectful planning. We do not believe housing and the environment can ever exist to the exclusion of one another. The AHTF has taken a holistic point of view and has tried to craft intentional and sensitive recommendations, taking into account as many aspects of the real world as possible.

Keeping the real world in mind has policy implications. For example, the absence of housing that is affordable to people who work on the island has impact beyond the Housing Element of the Comprehensive Plan. Multiple elements of the Comprehensive Plan, not to mention multiple aspects of our lived experience, are impacted when large numbers of workers face increasingly longer commutes. For instance, the Economic Element of the Comprehensive Plan is impacted when people have long commutes, shouldering higher costs in money, time and stress. As a result, local employers have a harder time attracting and retaining people to fill island jobs. Employees have a lower quality of life. As anyone who has traveled Highway 305 during rush hour can attest, commuters to and from the island also impact the Transportation Element of the Comprehensive Plan.

In addition, the Environmental Element—and the real-world environment--- is negatively affected. People who can't afford to live in the community in which they work move to less expensive areas, further away from work. That creates sprawl---the very result no one wants. Sprawl is harder to see on an island, but the ecosystem doesn't end at the Agate Pass Bridge. Carbon emissions from longer commutes do not end at the Bridge. Somewhere, the Earth bears the burden of sprawl, of traveling people, of vehicles going extra miles—even if that burden is not readily apparent on the island.

Nationwide, housing prices have been rising twice as fast as wages according the chief economist of the Mortgage Bankers Association interview on CNBC in March of 2018. The Seattle Times reported that homes in the Seattle area have been rising faster than anywhere else in the country since mid-2016 (Seattle Times, March 27, 2018.) These are realities each community must grapple with.

Despite our growing housing inequality, Bainbridge Island has not implemented any significant affordable housing policies in a decade. The Housing Element (Appendix B) of the Comprehensive Plan clearly and concisely states the problem and the obligation the City has undertaken:

> **Market forces alone will not address the urgent housing needs facing Bainbridge Island. In the face of daunting circumstances, the City aspires to an ambitious Vision of its future and commits to an innovative, aggressive and multi-faceted housing strategy.**

The AHTF developed its recommendations for **near term action** by the City Council and the City of Bainbridge Island. Consistent with the Council's instructions to the AHTF, these recommendations address affordability at a range of incomes, from low income to middle income and workforce housing. Only two of the recommendations would create income-qualified housing. The rest are intended to create affordability due to size, appeal to a narrow demographic or other factors as described above under the heading, "What is 'affordable'?" Consistent with the Comprehensive Plan, zoning and code recommendations are focused within the Designated Centers, helping protect the rural areas of the island.

We hope they will be adopted and implemented as soon as possible.

EXECUTIVE SUMMARY

According to the Housing Element of the Comprehensive Plan, "Some combination of appropriately zoned land, regulatory incentives, financial subsidies and innovative planning techniques will be necessary to make adequate provision for the needs of all segments of the population, but particularly middle and lower income persons."

The AHTF submits the following **Priority Recommendations** in accordance with that guidance and with the Council's instructions to the AHTF:

1. **Draft and adopt code changes to encourage infill in the Designated Centers, with the assistance and advice of ECONorthwest.** (Pages 12-17)

A. Adopt a Mandatory Inclusionary Zoning Ordinance

B. Enact changes in FAR to encourage affordable housing

C. Adopt a Multi-Family Property Tax Exemption (Appendix F)

2. Pursue opportunities to partner with the private and nonprofit sectors to build affordable housing on public lands. (Page 17)

3. Adopt procedures to encourage Accessory Dwelling Units (Page 17)

4. Adopt an "Innovations Program" that allows staff to permit experimental affordable housing projects, on a limited basis, that are not currently allowed by code. (Page 18)

5. Create a permanent affordable housing committee and designate a City employee who will spend at least half-time on affordable housing strategies. (Page 18)

In addition to our priority recommendations, the AHTF has identified the following **Quick Wins** that can be done immediately:

1. Adopt more generous policies to allow the maximum number of liveaboards in the Dave Ullin Open Water Marina in Eagle Harbor. (Page 20; Appendices C (4) and (6))

2. Adopt vacation rental ordinance (Page 20; Appendix C (7))

3. Institute permit processing fast-track and reduced permit fees for all affordable housing applications. (Page 20)

4. Review and improve the Housing Trust Fund process, and award Housing Trust Fund grants at least annually (Page 21)

5. Adopt Cottage Housing Ordinance (Page 21; Appendix E)

Additional Strategies to Be Explored: Due to the time limitations placed on the AHTF, there are many worthwhile areas of study that we did not explore in depth. One of the reasons we believe that the City must engage in continuing housing efforts over the long-term is so these ideas, as well as new ideas that will undoubtedly emerge, can be pursued.
The AHTF urges future work on the following ideas:

- **Work with Forterra to adopt a more effective Transfer of Development Rights program**
- **Community Partnerships**
- **Conversion of Single Family Homes to Duplexes/Triplexes**
- **Programs to Preserve Existing Housing**
- **Affordable Senior Housing/Accessible Housing**
- **Addressing Limitations Due to Sewer and Septic**
- **Homelessness and Housing Insecurity**
- **Tiny Houses/Microhousing**
- **Transportation Alternatives: Car2Go, Smart Cars, Public Transit**
- **Advocacy for County, State, and National Affordable Housing Policies**

PRIORITY RECOMMENDATIONS

1. **Code changes to encourage affordable housing in Designated Centers (Winslow and Neighborhood Centers)**

   The Housing Element of the Comprehensive Plan lists as one of its highest priority actions the following: "Amend the City's development code to facilitate an increase in the diversity of housing types and supply of affordable housing." (HO Action #2). It proposes revising "development standards for the High School Road and Ferry Terminal districts and other portions of the Winslow Area Master Plan to encourage the transformation of these areas from auto-oriented, low-rise, homogeneous commercial land use districts into walkable, transit-served, mid-rise, mixed-use neighborhoods with affordable housing." (Policy HO 4.2).

   Unless otherwise specified, the AHTF recommends these changes be applicable to the Winslow Master Plan area and the Neighborhood Centers, in furtherance of the Housing Element's stated goal of changing "today's 89/11% housing split between the Mixed Use Town Center and the Neighborhood Centers to 80/20% by 2036." (Policy HO 1.6)

   As referenced in Goals 1 and 2 of the Housing Element, the City is required to monitor provisions and changes to the zoning code and all affordable housing ordinances on a yearly basis to determine the effectiveness of the ordinances and code changes. At the end of every two years, the Department of Planning and Community Development will prepare a report based on data gathered through the monitoring program. The reports will be used by the City Planning Department and the Planning Commission as a basis to amend and update the code and ordinances as needed to achieve the affordability goals. The proposed amendments and updates will go to the City Council for approval. The time table for the updates should be coordinated such that amendments and updates are completed every 4 years.

Recommendation 1A: Mandatory Inclusionary Zoning Ordinance

The following is recommended to establish a new Inclusionary Zoning Code:

APPLICABILITY: Designated Centers which include the Winslow Master Plan/Winslow Sewer Area and Neighborhood Centers.

Island wide applicability was not recommended due to the Comprehensive Plan goal to focus new development in the Designated Centers.

BASE REQUIREMENT: 10% minimum affordability on all new residential development projects. Projects which exceed project threshold size of 10,000sf residential FAR are required to construct the inclusionary units. The 10% requirement is applied to the Base Residential FAR.

Projects may exceed the 10% requirement by utilizing other zoning incentives. Staff should evaluate whether a higher percentage is feasible.

a. Staff will need to verify appropriate base requirement (percentage & minimum project size) in relation to offset (see 3, Offset). Projects on adjoining parcels shall be considered as a single project for determining project size. Controlling inclusionary threshold by project area (sf) will prevent projects from artificially increasing unit sizes to stay below minimum unit threshold.

b. Projects within the residential zones (R-zones) in the Designated Centers (the residential areas of Winslow) and Neighborhood Centers are regulated by units per acre, not FAR. Staff will need to determine minimum project size and related offset.

OFFSET: In order to effectively subsidize the inclusionary units, the FAR shall be increased to offset the financial impact to the project subject to the mandatory requirement. The Mixed-use Base FAR and Bonus FAR shall be increased by 0.2 (see MUTC 18.12 Dimensional Standards) for all zones subject to the inclusionary requirement.

The offset is the difference between the market rent and inclusionary rent, OR the difference between the market rate sales price and the affordable sale price. In order to meet state law, the financial impact related to this lost revenue to a project must be offset by an equivalent density or FAR increase.

In order to offset financial impact to the project, a significant increase is needed in the Base FAR and the bonus FAR. Under current code, any increase above the Base FAR is only available as Bonus FAR, by paying a fee to the City (or through other bonus provisions). The staff shall verify the proposed Base FAR increase is proportional to the financial impact to the project.

FEE IN LIEU: Residential projects 10,000 sf or less, are eligible to pay a Fee in Lieu instead of constructing the inclusionary units. Fees shall be directed to Housing Trust Fund. Fee shall vary based upon project size.

a. Note that the Fee in Lieu is offset by the 0.2 FAR increase or density increase (in R zones).

b. Fee in Lieu is not available for larger projects to ensure inclusionary units are constructed as part of the project. Small projects typically have a more difficult time integrating inclusionary units due to their small site area.

The Task Force did not want Fee in Lieu to be available for larger projects. It is important to have inclusionary units built within projects and to have them dispersed throughout the community. Communities which rely only on Fee in Lieu will typically use those funds to construct standalone multi-unit affordable projects.

Projects which are not eligible for offset are not required to pay Fee in Lieu.

TARGET INCOME GROUPS: Inclusionary units shall serve a range of Kitsap Area Median Income (AMI) between 50% and 120%. For projects which are required to provide multiple inclusionary units, those units shall serve **a range of income levels which equal an average of 80% AMI or below**. For projects with a single inclusionary unit, it shall be affordable to a household income shall be no more than 80% AMI.

UNIT SIZE AND TYPES: For projects with multiple inclusionary units, unit sizes shall reflect the proportionality of the bedroom mix of the market rate units. For projects with one inclusionary unit, the number of bedrooms shall reflect the average size in project. The inclusionary unit size may be smaller than typical market rate unit. The exterior design of the affordable dwelling unit(s) shall be similar in appearance to the market rate units. The units shall be geographically dispersed throughout the project.

The intent here is to ensure the affordable units reflect the overall character of the project to be fully integrated.

DURATION: Affordability shall be permanently enforceable by a deed restriction placed on the property title report.

NOTE: The City has enlisted ECONorthwest and Forterra to complete an economic analysis to support the development of a successful inclusionary zoning and transfer of development rights programs. That analysis is anticipated to be completed in November 2018, and may result in different thresholds for an inclusionary zoning program than those recommended by the AHTF above.

Recommendation 1B: Zoning Changes to Incentivize Affordability in Designated Centers:
The following incentives are intended to encourage mixed-use development and affordability within the Designated Centers. Emphasis has been given to the High School Road and Ferry Terminal Districts. Key outcomes include expanding residential uses within allowable building envelopes and the creation of mixed-use villages in areas currently developed as low rise commercial and parking lots. These concepts are consistent with the Comprehensive Plan to focus growth in Designated Centers, increase workforce housing and reduce environmental impacts of workforce commuting. **The AHTF recommends the following modifications to Chapter 18.12 Dimensional Standards:**

HIGH SCHOOL ROAD & FERRY TERMINAL DISTRICTS: High school Road and Ferry Terminal Districts shall have their **FAR set equal to Core district**. Consistent with the goal to have pedestrian oriented villages, these projects shall be **required to be mixed-use**.

These two zoning districts hold the greatest potential to become transit-orient development locations. The current code has the maximum amount of residential for the High School Road District set low to support auto-oriented commercial development. The proposed flexibility to increase the overall FAR and related residential component will take pressure off residential zones throughout the island.

Under current code, mixed-use is not required.

This ensures we get mixed-use pedestrian-oriented development in the commercial districts. So long as first floor commercial and/or retail is provided, residential use can be utilized for all remaining FAR, including Max/bonus FAR.

The specific requirements to meeting the intent of mixed-use requirement shall be determined by staff. Mixed use shall provide retail at key frontages and public spaces.

FLEXIBLE FAR: Consistent with the Core district Base FAR and proposed mixed-use requirement, the commercial portion of mixed-use FAR may be converted to residential FAR.

The flexibility to convert commercial FAR to residential will have the benefit of producing more housing overall and a proportional increase in the inclusionary units. This has the potential to double the number of inclusionary units.

The current method of FAR allocation only allows a portion of the site development to be housing, with the rest being commercial. The intent was to encourage mixed-use projects. Under current market conditions, residential use has far greater market demand than commercial. Limiting amount of residential to current levels is resulting in sites being underbuilt. This is also likely to serve current demand for more senior housing, which is currently not being met adequately.

This added flexibility with base residential FAR would not increase the building size or overall FAR since it is within current allowable mixed-use FAR.

For example, a mixed-use project in the Core District, with bonuses, under current zoning, has a maximum FAR of 1.5 (which will be increased by inclusionary zoning). That maximum must be divided between the commercial maximum of 0.5 FAR and the residential maximum of1.0 FAR. Under the recommended approach, if the project is located in any of the following zones (High School Road, Ferry Terminal, and Core), and it is mixed-use with retail or commercial at the base of the project, then the mixture of commercial and residential FAR is flexible. For example, the residential could end up being 1.3 in this example so long the projects have sufficient commercial to meet the mixed-use requirement.

NEIGHBORHOOD CENTERS (NC): Change NC zoning from current method of determining density by units per acre to FAR method.

Currently NCs have a low base density (2 units/acre) which doesn't support pedestrian-oriented villages. Basing density on units per acre encourages projects to build large units to maximize buildable area. The FAR approach would increase flexibility allowing smaller unit sizes and related affordability. Staff need to determine what appropriate FAR is in relation to density. The City's ability to extend infrastructure to the NCs will affect the number of housing units created.

BUILDING HEIGHT: Increase the maximum height from 45' to 55' when 1) underground parking is provided and 2) project exceeds both 20% affordability and 20% public space. Applies to High School Road District and Ferry Terminal District.

This encourages pedestrian-oriented urban villages close to transit. The City should give consideration as to whether the height increase is appropriate within the Core District, subject to existing design guidelines and upper story stepbacks for Winslow Way.

PARKING: Allow lower parking requirements (.5 spaces/unit) for units within 1 mile of Ferry and unit size less than 600sf.

The cost of providing parking and related vehicle ownership costs impact affordability. On average, the cost of owning a vehicle can be as high as $700/month. The construction cost of an underground parking stall ranges between $25,000 to $30,000 per stall. These costs affect both the renter's ability to afford housing and the cost of building the housing.

SUBDIVISIONS: Allow subdivisions within Mixed Use Town Center.

Currently, subdivisions are only allowed if approved under the Housing Design Demonstration Program (HDDP). This change would not require a density or FAR increase. This will encourage "missing middle" homes such as cottages, townhouses and small footprint homes. Home size would be limited to 1600sf and lot sizes would be restricted to a maximum size to ensure minimum densities are achieved.

Recommendation 1C. Multi-family Property Tax Exemption

The AHTF recommends adopting a multi-family property tax exemption (MFTE) ordinance in accordance with RCW 84.14.005 et seq. This statute authorizes an exemption from property tax for any qualifying multi-family project of four units or more that sets aside at least 20% of its units for low to moderate income households (from 80% or below of AMI to 115% AMI), for a period of eight to twelve years (depending on the specifics of the project). In order to implement this state-allowed exemption, the City must adopt an ordinance specifying guidelines such as height and density restrictions, parking requirements, and targeted incomes. The ordinance must designate area(s) for applicability and would be applicable to both new construction and existing projects that are being rehabilitated or converted.

The AHTF recommends that the designated areas for the MFTE should be the Designated Centers. The RCW sets out procedures necessary to adopt an MFTE ordinance, which include a public hearing at which the designated residential targeted area(s) will be considered. All projects that use the MFTE must be regularly monitored for compliance, and the AHTF suggests that Housing Resources Bainbridge or other housing nonprofit be engaged as a partner to the City for public outreach and compliance monitoring.

The MFTE could be used in tandem with the Mandatory Inclusionary Zoning Ordinance to potentially set aside up to 30% of the units in a project as affordable units.

A sample MFTE ordinance is attached to this report as Appendix F (a copy of the ordinance adopted by the City of Bellingham).

2. Affordable housing on publicly owned land

The City owns 88 parcels of land totaling 250 acres, some of which have identified uses and purposes and others that do not. The AHTF recommends that an inventory be taken of City-owned properties that may be appropriate for affordable housing. These properties could be donated or sold at a discount to a housing nonprofit or program, with deed restrictions requiring a specified number of units of affordable housing to identified income ranges. Alternatively, property could be developed by the City in partnership with private and nonprofit developers, similar to the development of the Suzuki property. The AHTF believes the Suzuki project has taught valuable lessons to the City, its consultants, partners and the community, and those lessons will inform and improve future efforts.

The AHTF met informally with several other local taxing districts, such as the Bainbridge Island School District and the Bainbridge Island Metropolitan Parks Department. Although most of the taxing districts said their employees had difficulty securing housing on the island, they did not express any interest at this time in making any property they own available for affordable housing. The reluctance was in large part for reasons that may well be addressed satisfactorily in the future, so the AHTF recommends having future in-depth discussions with these taxing districts.

3. Adopt procedures to encourage Accessory Dwelling Units

An Accessory Dwelling Unit (ADU) is up to 900 square foot of separate living space, within or detached from a single-family dwelling. Although the City has allowed ADUs for many years, the number of ADUs on the island has remained relatively small—according to City records, the island has approximately 196 permitted ADUs. The Final Report of the Community Housing Coalition in December of 2007 identified ADUs as a priority recommendation, giving several suggestions to encourage the use of ADUs as affordable rentals. Among them were to increase the maximum size of an ADU from 800 to 900 square feet, which was done in 2015.

That report also suggested evaluating the building application process for ways to shorten the process. It also recommended that pre-approved prototype ADU designs be made available to property owners. Those two recommendations were never implemented. The AHTF believes those proposals remain priority actions and strongly recommends that they be adopted. In addition, the AHTF recommends that building permit fees and sewer/water hookup fees be deferred or reduced if an ADU is used for income-qualified housing for a period of at least five years.

4. **Adopt an "Innovations Program"**

   As we have noted, no single solution or program will solve the affordable housing crisis. The AHTF believes that a crucial part of any housing strategy is a multi-pronged approach and the willingness to experiment with new and innovative ideas. For that reason, we recommend that the City make the necessary changes in code and policy to allow City staff the flexibility to permit building projects on a limited basis that do not otherwise fit into zoning and land use code, if 100% of the housing units are affordable (affordability for this purpose will be 120% of AMI or less). The Innovations Program would seek to encourage new ideas about affordability, whether achieved through building technique or materials, shared common areas, small size, or other means.

   After it has developed and adopted the Innovations Program, the City should conduct outreach to the community to encourage property owners to make use of its flexibility. Projects should be monitored and evaluated to determine whether the idea is effective in producing affordable housing. If so, it should be adopted into code. If the idea is not effective, staff would not permit it in future projects.

5. **Permanent support for affordable housing**

   Bainbridge Island has made efforts to address its affordable housing issues from time to time in the past. In 1997, the City adopted the original Affordable Housing Ordinance, requiring that new residential developments include a percentage of affordable housing. The program was the first of its kind in Washington. Over time, the City determined it was not working as intended for a variety of reasons, including loss of affordability because the units reverted to market rate with the first resale, and legal challenges. The ordinance was repealed in 2005, although an optional affordable housing program remained in place.

   The City created the Community Housing Coalition (CHC) in 2005 under the umbrella of the City-funded nonprofit, Health, Housing and Human Services Council. It was charged with the task of researching and contributing to the development of effective public housing policy. With the economic downturn beginning in 2007, the City experienced financial setbacks. As a result, the City Council dissolved the CHC, along with the Health, Housing and Human Services Council. The CHC produced a report of its work and housing recommendations in December of 2007 and urged that its functions be transferred to a full-time City housing specialist. As the City's financial problems continued, the housing position was eliminated. Since then, the City has had no housing specialist on staff and no citizen advisory group to focus on housing issues, until the creation of the AHTF in 2017. In the intervening years, the median sales price of a single family home rose from $680,000 in December of 2007 to $848,000 in May of 2018 (after a steep drop in prices for several years during the Recession.) Undoubtedly there have been many lost opportunities for affordable housing projects in that time. The more time that passes without effective affordable housing policies in place, the more affordable housing opportunities will vanish, as properties are developed solely for the private market.

The AHTF believes that housing is a complex issue that requires consistent attention, multiple strategies, evolving programs and a willingness to experiment with new ideas. As the CHC Final Report said, "…crisis management, short-sighted funding and stop-start attempts do not produce sustained results." The AHTF is a short-term task force with limited scope. The one-year deadline for its work required that it focus on high priority, near term recommendations. There are many important aspects of housing that it was not able to study in depth.

For these reasons, we think it is crucial for the City to create permanent housing support. It should consider creating a standing advisory committee. It also should consider hiring or designating a housing specialist on City staff, at least on a part-time basis. Finally, we recommend that the City increase its financial partnership and outreach commitment to other taxing districts, nonprofits, and entities such as faith-based housing providers that build affordable housing.

QUICK WINS

The AHTF has identified the following actions the Council or staff could take with a minimum of additional research or preparation:

1. **Adopt more generous policies with respect to liveaboards in Eagle Harbor.**
   The AHTF believes that residential vessels in the Dave Ullin Open Water Marina in Eagle Harbor can be an economical housing choice on the island for a limited but important demographic. We encourage City support for existing liveaboards and urge that the City amend its policies to allow additional residential boats to the maximum allowed by the state of Washington, as we have written in letters previously submitted to the Council and the Planning Commission. Additionally, we have recommended that the City expand the time-frame during which it accepts applications. See Appendices C.4 and C.6.

2. **Adopt a Vacation Rental Ordinance.**
   Since 2011, the third-party analytics site AirDNA has measured a 41% annual growth in the number of Airbnb rentals on Bainbridge Island, with 133 active rentals currently recorded. Of these active rentals, 114 are for the entire home, a number that represents more than three months of inventory in the current real estate market. This stranded inventory worsens the affordable housing crisis by reducing the stock of long-term rentals and for-sale housing on Bainbridge Island. However, we also realize that many members of our community rely on the supplemental income generated by these short-term rentals to afford the ever-increasing cost of living, so it is necessary to control the growth of the short-term rental market without eliminating it all together.

   The City of Seattle passed an ordinance in 2017 limiting the number of “short term rentals” allowed. AirBnb has approved the ordinance and has given assurances it will not challenge the ordinance legally. The AHTF recommends that Bainbridge pass a similar law, based on the Seattle ordinance, applying to all current and future short-term rental properties and at least as restrictive as the Seattle ordinance. The AHTF also recommends that the Council consider whether short term rentals should be further limited exclusively to the owner’s primary residence property. To avoid significant impact on the island’s existing lodging industry, this restriction should not impact hotels, motels, inns, and licensed bed and breakfasts. See Appendix C.7.

3. **Permit processing priority and reduced fees for affordable housing projects.**
   The time required to complete a residential construction project is a significant factor in the final project cost. One element of this is the time required to obtain a building permit from the City of Bainbridge Island. A recent estimate from the Planning Department put the time to obtain a residential building permit at 10-12 weeks, at a minimum. This delay adds significant cost to all projects, but also provides us with a tool to incentivize certain types of development.

By establishing a building permit fast track for affordable housing, the City of Bainbridge Island could provide an incentive to developers to prioritize the construction of affordable housing at no additional cost to the city. This fast track would place affordable projects at the front of the permit approval line. Not only would this approach reduce the cost of affordable development, but would also increase the cost of luxury developments as the wait for non-affordable developments increased accordingly.

These projects should also be charged reduced permitting fees. The City should also defer or waive building permit and/or sewer/water hookups for ADU's that rent to income qualified individuals for at least five years.

4. **Housing Trust Fund grants.**
   The City should review the Housing Trust Fund criteria for grants and sources of funding to assure that this program is effective in encouraging the development and/or preservation of affordable housing options. The City should allocate funds to the Housing Trust Fund during each budget cycle. Also, the City should increase its outreach efforts to potential grantees. The City should make grants from the Housing Trust Fund at least annually. Money from the Fee-in-Lieu program established under Priority Recommendation 1A should be added to the Housing Trust Fund, in addition to the funds that are allocated from the City's general fund.

5. **Adopt a Cottage Housing ordinance.**
   As the CHC Final Report found, "Cottage housing is another way to increase density in existing neighborhoods while still preserving their single-family character. These projects typically consist of a cluster of small houses with a shared central space. Cottages typically range from 800 to 1000 square feet, and the typical density is 10 to 11 units per acre. The Erickson Avenue Cottages on Bainbridge Island are an example of this kind of housing. Cottage housing is typically used on infill lots in established neighborhoods." The CHC drafted a Cottage Housing ordinance that was never adopted. The City could update that ordinance for Council consideration with a minimum of effort. See Appendix E.

ADDITIONAL STRATEGIES TO BE EXPLORED

The AHTF discussed multiple strategies and ideas for increasing the island's supply of affordable housing. As our work continued, we began focusing on the Priority Recommendations. Other ideas that we consider worthwhile were not included in these recommendations, generally because we considered them to be longer-term in nature. After the Council has accepted this Final Report and the AHTF is dissolved by the terms of its authorizing resolution, we urge City staff and/or a citizen committee to continue work on these ideas and issues:

- Work with Forterra to adopt a more effective Transfer of Development Rights program
- Community Partnerships
- Conversion of Single Family Homes to Duplexes/Triplexes
- Programs to Preserve Existing Housing
- Affordable Senior Housing/Accessible Housing
- Addressing Limitations Due to Sewer and Septic
- Homelessness and Housing Insecurity
- Tiny Houses/Microhousing
- Transportation Alternatives: Car2Go, Smart Cars, Public Transit
- Advocacy for County, State, and National Affordable Housing Policies

Respectfully Submitted,

The Affordable Housing Task Force

Emma Aubrey (former member)
William Booth (former member)
Jeffrey Brown (former member)
Pat Callahan
Corey Christopherson (joined on 2/27/18)
Johnathan Davis (joined on 2/27/18)
Stephen Deines
Phedra Elliott
Sharon Gilpin
Stuart Grogan
Ann Huff (former member)
Edward Kushner
Ann Lovejoy
Bill Luria
Pegeen Mulhern
Althea Paulson, Chair
David Shorett
Charlie Wenzlau

Sarah Blossom, City Council Liaison
Michael Scott, former City Council Liaison
Leslie Schneider, City Council Liaison (joined April of 2018)
William Chester, Planning Commission Liaison
Jennifer Sutton, Senior City Planner

Bainbridge Island City Council Instructions to
2017 Affordable Housing Task Force

Among the high priority implementing actions of the 2017 revised Comprehensive Plan is the establishment of an Affordable Housing Task Force to consider the revised Housing Element and make specific recommendations to the Council for near-term action.

Members of the Task Force have been chosen both for their interest in working on this issue, and for their recognition that improving access to affordable housing on Bainbridge Island is critical to maintaining a diverse and vibrant community.

The Bainbridge Island Comprehensive Plan defines "affordable housing" as *"…housing affordable to all economic segments of the population of this state. This is a goal of the state Growth Management Act. RCW 36.70A.020(4). When residential housing for rental or private individual ownership is occupied by low-income households, it is considered affordable if it requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. WAC 365- 200-030(1)."*

From this definition, the Task Force should understand that its mandate is broader than simply considering low-income housing. It should consider housing affordability on Bainbridge Island across the economic spectrum.

The Task Force should review affordable housing-related materials that have been generated by or for the City in recent years, review relevant resource material, and review the goals and policies of our current Comprehensive Plan. While Affordable Housing, and therefore the Housing Element of the Comprehensive Plan, is the focus of this Task Force, it will be important for it to consider the goals and policies of ALL elements of the Comprehensive Plan. Where goals and policies seem to be in conflict, it will be incumbent on the Task Force to recommend solutions that balance the costs and benefits for the community.

The Task Force will decide on what detailed work is necessary to deliver to the Council specific recommendations, including but not limited to recommended changes to City zoning codes and regulations, which would most effectively advance the stated goals of the Comprehensive Plan. The Task Force also may arrive at conclusions or recommendations that involve the work of non-governmental organizations, which can be shared with those organizations either as part of the Task Force's work, or after its final report.

The Task Force is asked to deliver a report to the City Council by the end of June, 2018. The Task Force will be dissolved upon acceptance of its report by the Council.

Appendix A

HOUSING ELEMENT

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HOUSING ELEMENT INTRODUCTION

Decent and safe housing is a basic human need increasingly unavailable to many Americans, including many Bainbridge Island residents and workers. The Washington State *Growth Management Act (GMA)* provides direction for cities to address these needs in the Housing Element of the Comprehensive Plan. Many of the Plan's Guiding Principles and Policies carry this direction forward to be addressed in various Elements, including Housing.

The City's Housing Needs Assessment (HNA) documents current housing conditions on the Island and identifies trends and specific needs. The HNA is Appendix B to this Plan and adopted as a part of this Element. Many of the statistics below are excerpted from the HNA or the City's Economic Profile (Appendix A).

BAINBRIDGE ISLAND SNAPSHOT: PEOPLE AND HOUSING

Bainbridge Island's 2015 population of 23,390 is predominantly white (91%), well-educated and relatively affluent. The median household income ($92,558) is 1.5 times the Kitsap County average. Almost 60% of residents have occupations with relatively high incomes. For example, the median wage for financial analysts, lawyers and marketing managers ranges between $100,457 and $122,618. Another third of Island residents work in the service sector, such as retail clerks, waiters and bank tellers have median wages between $27,703 and $30,972.

Over the past decade the population has experienced shifts in the age cohorts. Between 2000 and 2010 the Island's senior population (60+ years old) increased from 17% to 26%. The "young adult" cohort (between 18 and 34 years old) has declined from 15% of the Island's population in 1990 to less than 10% in 2016.

Bainbridge Island's housing stock is predominantly detached single-family homes (80% of all units) in a very low-density land use pattern that occupies about 90% of the Island's land area. The average single-family home price is just under $700,000.

Multi-family units that constitute 16% of the housing stock are now concentrated in Winslow and Lynwood Center. While the *designated centers* total about 10% of the Island's land area, a significant portion of that area is occupied by commercial uses with no residential component. Rental apartments make up less than 7% of total housing units on the Island. Very few rental units have been built on the Island in the last decade which partly accounts for a vacancy rate of 1.5%, well below the 5% rate typical of well-functioning rental markets

GMA GOAL AND REQUIREMENTS FOR HOUSING

The *GMA* recognizes the importance of planning for adequate housing by requiring it as an element in Comprehensive Plans. Housing is addressed in one of the 14 major goals:

> "Housing. Encourage the availability of *affordable housing* to all economic segments of the population of this state, promote a variety of densities and *housing types*, and encourage preservation of existing housing stock."
>
> RCW 36.70A.020(4)

The requirements for a housing element mandated by the GMA include:

> "A housing element recognizing the vitality and character of established *neighborhoods* that: a) includes an inventory and analysis of existing and projected housing needs; b) includes a statement of goals, policies, and objectives for the preservation, improvement, and development of housing; c) identifies sufficient land for housing, and group homes and foster care facilities; and d) makes adequate provisions for existing and projected needs of all economic segments of the community."
>
> RCW 36.70A.070(2)

HOUSING NEEDS

The Housing Needs Assessment for Bainbridge Island includes an inventory of the amount, location and condition of the Island's housing stock and demographic and economic information about its population. It also includes an in-depth analysis of *affordable housing* needs on Bainbridge Island.



Almost 34% of individuals and families at all income levels who live in owner-occupied housing units are cost burdened meaning they spend over 30% of their income on housing. Almost 40% of individuals and families at all income levels who live in renter-occupied housing units are cost burdened. The majority (around 28%) of these residents have an annual income between zero and $34,999.

This means that as of 2012, 569 renters on the Island that have an income of $34,999 or less are housing cost burdened. This is concerning as lower income cost burdened households are more likely to have to choose between housing costs and other necessities.

The HNA analysis of Workforce Housing Affordability indicates that there is a gap in housing affordable for the Island's workforce in service professions (e.g., restaurant workers, bank tellers, retail clerks, school bus drivers). Many of these workers are obliged therefore to commute from less-expensive off-Island housing, which increases their transportation costs, congestion on SR 305 and greenhouse gas emissions.

Bainbridge Island's jobs/housing balance is 0.59 jobs for every housing unit, making it a "bedroom community." The Puget Sound Regional Council suggests that housing-rich neighborhoods add employment in order to increase economic opportunities for current residents.

Market forces alone will not address the urgent housing needs facing Bainbridge Island. In the face of daunting circumstances, the City aspires to an ambitious Vision of its future and commits to an innovative, aggressive and multi-faceted housing strategy. The City's success in achieving the housing Vision will also depend upon achieving the policy objectives identified in the Land Use, Transportation, Economic and Environmental Elements of this Plan.

HOUSING VISION 2036

Bainbridge Island in the year 2036 provides a broad diversity of housing. The broadest variety of *housing types* including rental homes, exists within the compact, walkable, transit-served, mixed-use *designated centers*. These include small detached homes on small lots, attached and detached *accessory dwelling units*, *cottage housing*, common-wall duplexes, triplexes and row houses, and stacked units on the upper floors of mixed-use, mid-rise buildings.

The residential *land use* pattern outside of *designated centers* remains at much lower densities and constitutes almost 90% of the Island's area. Houses built in the previous twenty years in the vicinity of designated centers and elsewhere in the Open Space Residential zones are compact, energy-efficient and well-integrated in their landscape. Typical *housing types* in these areas include detached houses on lots of various sizes, attached and detached *accessory dwelling units* and *conservation villages.*

Some combination of appropriately zoned land, regulatory incentives, financial subsidies and innovative planning techniques will be necessary to make adequate provisions for the needs of all segments of the population, but particularly middle and lower income persons.

GOALS & POLICIES

GOAL HO-1

Make steady progress toward the following aspirational targets for increasing the diversity of *housing types* and the supply of *affordable housing*.

Policy HO 1.1

Decrease to 20% or less the number of cost burdened families living in rental housing (down from 40%).

Policy HO 1.2

Decrease to 18% or less the number of cost burdened families owning homes (down from 34%).

Policy HO 1.3

Increase rental housing units to at least 11% of total housing units (up from 7%).

Policy HO 1.4

Increase the Island's percentage of *multifamily* homes to 18% or more of all homes (up from 16%).

Policy HO 1.5

Increase the number of *senior housing units* to 600 or more (up from 344.)

Policy HO 1.6

Change today's 89/11% housing split between the Mixed Use Town Center and Neighborhood Centers to 80/20% by 2036.

Policy HO 1.7

Achieve a jobs-housing balance of .8 (up from 0.59).

GOAL HO-2

Beginning in 2019, prepare biennial reports on the status of housing on Bainbridge Island. The report shall describe progress toward achieving the targets set forth in Policies HO 1.1 through HO 1.7.

Policy HO 2.1

The Housing report shall address the following aspects of housing:

1. Housing trends in general both regionally and on Bainbridge Island.
2. The number and location of *housing types* constructed or active applications in the permit process in the preceding two years.
3. An evaluation of the effectiveness of the City's measures and identification of additional or revised measures or targets.
4. The vacancy rate for rental apartments.
5. The number of cost burdened and extremely cost burdened households.
6. The status of efforts to address housing needs at the regional level.
7. The housing availability for special needs or difficult to serve populations.
8. The condition of the local housing market and the number of new housing units publicly and privately funded.
9. The use of density bonuses and the number of for-purchase *affordable housing* units provided in new developments.
10. A description of the various initiatives supporting *affordable housing* including activities of community non-profit organizations and local and regional entities.
11. Programs of housing repair and renovation that improve accessibility.
12. An analysis of how property taxes impact housing affordability.
13. If insufficient progress is made toward meeting the targets in Policies HO 1.1 through HO 1.7, determine what actions are not working and make adjustments.

Policy HO 2.2

Make the Biennial Housing Reports available to the public in various ways such as notice in the local newspaper, on the City's web page and on local media outlets. This Biennial Housing Report will be part of a comprehensive update of the Housing Needs Assessment in order to inform the next state-mandated update of the Comprehensive Plan in 2024.

GOAL HO-3

Promote and maintain a variety of *housing types* to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity. Partner with community non-profit organizations and local and regional private and public entities in carrying out the following policies.

Policy HO 3.1

Encourage innovative zoning regulations that increase the variety of *housing types* and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are *cottage housing* development, *conservation villages*, stacked or common-wall housing, *tiny houses* and *accessory dwelling units*.

Housing types are illustrated in: Figs. HO-1 through HO-3 (*detached housing*); Figs. HO-4 through HO-6 (*attached housing*); and Figs. HO-7 through HO-9 (*stacked housing*).



Fig. HO-1 Single-family Home



Fig. HO-2 Cottage Housing



Fig. HO-3 Tiny House/ADU



Fig. HO-4 Duplex



Fig. HO-5 Row House



Fig. HO-6 Zero Lot Line



Fig. HO-7 Garden Apartment



Fig. HO-8 Mixed-use, Mid-rise



Fig. HO-9 Micro Units



Fig. HO-10 Live-aboard Unit

Policy HO 3.2

Recognize that the City shares a housing and employment market as well as a transportation network with the larger region. Therefore, the City should work with the *Kitsap Regional Coordinating Council* and other regional entities to develop an equitable and effective county-wide planning policies and other strategies to locate, finance and build *affordable housing*.

Policy HO 3.3

Designate the appropriate staff or organizational entity to assist and advise the community, landowners and private and public entities about options for *affordable housing*, financing strategies and funding sources.

Policy HO 3.4

Partner with non-profit housing organizations, churches, the development community, local lending institutions, elected officials and the community at large to assist in meeting *affordable housing goals* and implementing strategies.

Policy HO 3.5

Support the efforts of community non-profit housing organizations and local and regional public and private entities in developing and managing *affordable housing* on Bainbridge Island.

Policy HO 3.6

Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as *tiny houses, micro units* and *cottage housing*.

Policy HO 3.7

Expand opportunities for infill in the residential neighborhoods of the Winslow Master Plan study area and the Neighborhood Centers. Allow the creation of small lots (e.g., in the 3,000 square foot range) as well as smaller footprint homes (e.g., under 1,200 square feet).

GOAL HO-4

Increase the supply of permanently affordable *multifamily* housing each year through the year 2036 with goals based on data provided by the Housing Needs Assessment and the City's housing reports.

Policy HO 4.1

Encourage new *multifamily* housing in a variety of sizes and forms in *designated centers.*

Policy HO 4.2

Increase the efficiency of the review process and revise development standards for the High School Road and Ferry Terminal districts and other portions of the Winslow Area Master Plan to encourage the transformation of these areas from auto-oriented, low-rise, homogeneous commercial land use districts into walkable, transit-served, mid-rise, mixed-use areas with *affordable housing.*

Policy HO 4.3

Partner with non-profit or for-profit housing sectors to create new *multifamily* housing in *designated centers* including a significant percentage of *affordable housing* through the joint or exclusive use of surplus publicly owned property or air space.

Policy HO 4.4

Partner with the for-profit sector to create *affordable housing* through the targeted use of the *multifamily* property tax exemptions in *designated centers.*

Policy HO 4.5

Remove barriers to the creation of new *multifamily* housing, particularly *affordable housing* through a variety of actions such as the adoption of regulations that "right-size" parking requirements, reduce certain *impact fees* and encourage the use of parking management programs to enable the more efficient use of parking.

Policy HO 4.6

Allow *accessory dwelling units* in all residential zones, except at Point Monroe, the Sandspit (R-6). Review and revise regulations as appropriate to create reasonable flexibility regarding development standards including lot coverage, setbacks, parking requirements and Health District requirements for water and sewage.

Policy HO 4.7

Encourage agencies whose mission is to develop *affordable housing* to create new subsidized *multifamily* rental housing by aggressively pursuing Kitsap County *Community Development Block Grant Funds*, state funds, donations from private individuals and organizations, public revenue sources and other available funding.

Policy HO 4.8

Evaluate the efficacy of existing regulations in facilitating the provision of assisted and independent living *senior housing* and take action to amend *development regulations* as needed.

GOAL HO-5

Maintain the existing stock of affordable and rent-assisted housing, in partnership with community non-profit organizations and local and regional public and private entities.

Policy HO 5.1

Develop a continuing strategy to maintain the Rural Development Agency and HUD subsidies on existing rent-assisted housing. The primary strategy shall be to support Housing Kitsap and non-profit organizations such as Housing Resources Bainbridge to purchase the units through the provisions of the 1990 Housing Act.

Policy HO 5.2

In the event of the potential loss of privately-owned subsidized housing, work with the appropriate public agencies and local non-profits to pursue the preservation of the subsidized units or relocation assistance for the residents.

Policy HO 5.3

Support water-based (live-aboard) housing as a viable component of the present and future housing stock of Bainbridge Island, subject to applicable environmental protection, seaworthiness, sanitation and safety standards, and authorized moorage.

GOAL HO-6

Facilitate the provision of a diverse *affordable housing* stock in all geographic areas of the community.

Policy HO 6.1

Encourage housing created by agencies such as a community land trust.

Policy HO 6.2

In order to provide for permanently *affordable housing* pursue effective strategies to reduce the land cost component of *affordable housing* which may include alternative land use zoning, *density bonuses* and other incentives.

Policy HO 6.3

Maintain an innovative housing program and clarify or adopt new flexible permit processes in all *designated centers* to promote an increase in the supply, diversity and access to housing including *affordable housing.*

Policy HO 6.4

Create a new *conservation villages* permit process to apply outside of *designated centers* to increase housing choices including *affordable housing* and requiring *green building* practices while better conserving *open space*.

Policy HO 6.5

Develop regulations and provide incentives to construct *affordable housing* for farm workers on or near farmlands.

Policy HO 6.6

Consider the merits of programs and regulations pioneered by other communities to discourage the land, energy and natural resource consumptive pattern of large single-family homes. Adopt amendments to City programs and *development regulations* as appropriate.

Policy HO 6.7

Support the development of *livable neighborhoods*.

GOAL HO-7

Promote and facilitate the provision of rental and for-purchase housing that is affordable to *income-qualified* households with a variety of income levels.

Policy HO 7.1

Exempt from City *impact fees* and other administrative development fees housing developments where all units are limited to residents in specified income groups.

Policy HO 7.2

All income-qualified rental housing units created as a result of the policies of this Housing Element shall remain affordable to *income-qualified households* for a period of not less than 50 years from the time of first occupancy.

Policy HO 7.3

Explore measures and the merits of source-of-income discrimination controls.

GOAL HO-8

Facilitate the siting and development of housing opportunities for *special needs populations*.

Policy HO 8.1

Support the services of community non-profit organizations and local and regional public or private entities in providing shelter for temporarily homeless singles and families with children, adolescents and victims of domestic violence on Bainbridge Island.

Policy HO 8.2

Support the development of programs to meet the housing needs of the developmentally, physically and emotionally disabled within the community.

Policy HO 8.3

Support programs that provide assistance to low-income, elderly and disabled persons to repair, rehabilitate or retrofit homes to be more accessible and safe.

GOAL HO-9

Explore the use of the City's bonding capacity and pursue other resources to support the creation of *affordable housing*.

Policy HO 9.1

The City recognizes the need to provide financing assistance for *affordable housing*. Accordingly, the City will actively pursue public and private funds that may include but are not limited to, real estate excise tax, grants and other available resources.

Policy HO 9.2

The City in partnership with local agencies producing *affordable housing*, may issue a General Obligation Bond to increase the production of housing affordable to *households* at or below 80% of median income for Kitsap County.

Policy HO 9.3

Consider the issuance of Limited Tax General Obligation Bonds (also called councilmanic bonds or non-voted debt) to support the development of housing affordable to *households* at or below 80% of median income for Kitsap County.

Policy HO 9.4

Increase City support of the Housing Trust Fund and explore new sources of funding for the development and preservation of *affordable housing*.

Policy HO 9.5

Consider the options for making City-owned land or air-space available through long-term leases or other mechanisms for the purpose of creating income-qualified housing and support other public entities that wish to use publicly-owned land for this purpose. Take into consideration however, the full range of uses that City-owned properties may serve over the long-term.

HOUSING IMPLEMENTATION

To implement the goals and policies in this Element, the City must take a number of actions, including adopting or amending regulations, creating partnerships and educational programs, and staffing or other budgetary decisions. Listed following each action are several of the plan's goals and policies that support that action.

HIGH PRIORITY ACTIONS

HO Action #1 Set targets for increasing the supply of moderately priced and *affordable housing*, measure progress, and if insufficient progress is being made toward meeting the housing targets, determine what actions are not working and make appropriate adjustments.

GOAL HO-1

Make steady progress toward the following aspirational targets for increasing the diversity of *housing types* and the supply of *affordable housing*.

GOAL HO-2
Beginning in 2019, prepare biennial reports on the status of housing on Bainbridge Island. The report shall describe progress toward achieving the targets set forth in Policies HO 1.1 through HO 1.7.

HO Action #2 Amend the City's development code to facilitate an increase in the diversity of housing types and supply of affordable housing.

Policy HO 3.6

Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as *tiny houses, micro units and cottage housing*.

Policy HO 4.2

Increase the efficiency of the review process and revise development standards for the High School Road and Ferry Terminal districts and other portions of the Winslow Area Master Plan to encourage the transformation of these areas from auto-oriented, low-rise, homogeneous commercial land use districts into walkable, transit-served, mid-rise, mixed-use neighborhood with *affordable housing.*

Policy HO 6.3

Maintain an innovative housing program and clarify or adopt new flexible permit processes in all *designated centers* to promote an increase in the supply, diversity, and access to housing, including *affordable housing.*

Policy HO 6.4

Create a new *conservation villages* permit processes to apply outside of *designated centers* to increase housing choices, including *affordable housing* and requiring *green building* practices, while better conserving *open space*.

HO Action #3 Partner with other jurisdictions, the development community, and non-profit organizations to increase the diversity of housing types and supply of affordable housing.

Policy HO 3.4

Partner with non-profit housing organizations, churches, the development community, local lending institutions, elected officials and the community at large to assist in meeting *affordable housing goals* and implementing strategies.

Policy HO 4.3

Partner with non-profit or for-profit housing sector to create new *multifamily* housing in *designated centers* including a percentage of *affordable housing*, through the joint or exclusive use of surplus publicly owned property or air space.

Policy HO 4.4

Partner with the for-profit sector to create *affordable housing* through the targeted use of the multifamily property tax exemptions in *designated centers.*

Policy HO 9.5

Consider the options for making City- owned land or air-space available through long-term leases or other mechanisms for the purpose of creating income-qualified housing and support other public entities that wish to use publicly-owned land for this purpose. Take into consideration however, the full range of uses that City-owned properties may serve over the long-term.

HO Action #4 Consider actions that can be taken to reduce financial barriers that inhibit the desired increase in diverse and affordable housing.

Policy HO 5.2

In the event of the potential loss of privately-owned subsidized housing, work with the appropriate public agencies and local non-profits to pursue the preservation of the subsidized units or relocation assistance for the residents.

Policy HO 7.1

Exempt from City *impact fees* and other administrative development fees housing developments where all units are limited to residents in specified income groups.

Policy HO 9.2

The City in partnership with local agencies producing *affordable housing*, may issue a General Obligation Bond to increase the production of housing affordable to *households* at or below 80% of median income for Kitsap County.

Policy HO 9.3

Consider the issuance of Limited Tax General Obligation Bonds (also called councilmanic bonds or non-voted debt) to support the development of housing affordable to *households* at or below 80% of median income for Kitsap County.

HO Action #5 Create a short-term (60-90 days) citizen *affordable housing* task force to consider the revised Housing Element and provide specific recommendation for near-term action.

Policy HO 3.3

Designate the appropriate staff or organizational entity to assist and advise the community, landowners and private and public entities about options for *affordable housing*, financing strategies and funding sources.

HO Action #6 Review and revise City regulations related to permissible live-aboard capacity in City marinas.

Policy HO 5.3

Support Water-based (live-aboard) housing as a viable component of the present and future housing stock of Bainbridge Island, subject to applicable environmental protection, seaworthiness, sanitation and safety standards, and authorized moorage.

MEDIUM PRIORITY ACTIONS

HO Action #7 Focus additional city and other financial resources to help increase the supply of affordable housing.

Policy HO 9.4

Increase City support of the Housing Trust Fund and explore new sources of funding for the development and preservation of *affordable housing.*

Policy HO 7.1

Exempt from City *impact fees* and other administrative development fees housing developments where all units are limited to applicants of specified income groups.

HO Action #8 Look for ways to reduce the cost of multifamily housing, particularly affordable housing.

Policy HO 4.5

Remove barriers to the creation of new *multi-family housing*, particularly *affordable housing* through a variety of actions such as the adoption of regulations that "right-size" parking requirements, reduce certain impact fees, and the encourage the use of parking management programs to enable the more efficient use of parking.

OTHER PRIORITY ACTIONS

HO Action #9 Identify ways to achieve local results with and through regional actions.

Policy HO 3.2

Recognize that the City shares a housing and employment market, as well as a transportation network, with the larger region. Therefore, the City should work with the Kitsap Regional Coordinating Council and other regional entities to develop equitable and effective county-wide planning policies and other strategies to locate, finance and build *affordable housing.*

Appendix C.1

November 3, 2017

Bainbridge Island City Council
200 Madison Ave.
Bainbridge Island, WA 98521

Dear Council members:

At the City Council meeting on October 3, 2017 Jon Rose, from the Olympic Property Group (OPG), unveiled a thoughtful preliminary site plan for the City-owned Suzuki property. The Affordable Housing Task Force (AHTF) has discussed this proposal at several of our meetings and offers the following comments.

The proposed plan clusters the housing and leaves 70% of the parcel as open space with mature trees retained, wetlands protected, and the pond untouched. It encourages walkability and keeps impervious surfaces to a minimum. The site plan creates a 300-foot buffer for wildlife and clusters housing near the road. All of these will contribute to a new community that is respectful of the environment and supports the affordable housing goal by lessening costs.

We were very pleased to hear some of the responses to the plan during the meeting. Councilmembers expressed their desire to push for the development to get to an even higher level of affordability and unanimously agreed that housing that is affordable to a broad range of people is important for Suzuki. Just as encouraging was the Council's discussion about *affordability* and the potential for expanding the definition to include those who aren't eligible for housing that is funded by public sources but are still finding it very hard to live on Bainbridge Island. Finally, OPG noted that it would be working closely with Housing Resources Bainbridge, the City of Bainbridge Island and Housing Kitsap to assure the long-term management and affordability of the units.

The AHTF endorses and advocates for 100% of the housing built on the Suzuki site to be designated affordable to a range of tenants and homeowners from very low income up to moderate levels of income. All housing on this site should also be made permanently affordable through restrictions required by funders, Community Land Trust, and/or deed restrictions upon sale. The Council should ensure that this affordability is protected and managed either by the future owner of the properties, COBI, or an entity contracted by COBI to perform this work (such as HRB or Housing Kitsap). In addition, we ask that you ensure that a substantial number of the housing units will be rentals.

We note that the OPG proposal provides that if the necessary financing is not obtained by HRB or Housing Kitsap, OPG will market the project to private housing developers. We urge the Council and the City not to adopt that provision, and instead negotiate an alternative, acceptable to both OPG and the City, that protects and preserves the Suzuki property for affordable housing.

With the foregoing caveats, the AHTF supports the efforts of the City of Bainbridge Island to move forward with the development of the Suzuki site to create affordable housing that benefits the community and assures a diverse population living on the island.

Sincerely,

Althea Paulson, Chair
On behalf of the Affordable Housing Task Force

Appendix C.2

November 7, 2017

Bainbridge Island City Council
200 Madison Ave.
Bainbridge Island, WA 98521

Re: Revised AHTF letter

Dear Council members:

At the City Council meeting on October 3, 2017 Jon Rose, from the Olympic Property Group (OPG), unveiled a thoughtful preliminary site plan for the City-owned Suzuki property. The Affordable Housing Task Force (AHTF) has discussed this proposal at several of our meetings and offers the following comments.

The proposed plan clusters the housing and leaves 70% of the parcel as open space with mature trees retained, wetlands protected, and the pond untouched. It encourages walkability and keeps impervious surfaces to a minimum. The site plan creates a 300-foot buffer for wildlife and clusters housing near the road. All of these will contribute to a new community that is respectful of the environment and supports the affordable housing goal by lessening costs.

We were very pleased to hear some of the responses to the plan during the meeting. Councilmembers expressed their desire to push for the development to get to an even higher level of affordability and agreed that housing that is affordable to a broad range of people is important for Suzuki.* Just as encouraging was the Council's discussion about *affordability* and the potential for expanding the definition to include those who aren't eligible for housing that is funded by public sources but are still finding it very hard to live on Bainbridge Island. Finally, OPG noted that it would be working closely with Housing Resources Bainbridge, the City of Bainbridge Island and Housing Kitsap to assure the long-term management and affordability of the units.

The AHTF endorses and advocates for 100% of the housing built on the Suzuki site to be designated affordable to a range of tenants and homeowners from very low income up to moderate levels of income. All housing on this site should also be made permanently affordable through restrictions required by funders, Community Land Trust, and/or deed restrictions upon sale. The Council should ensure that this affordability is protected and managed either by the future owner of the properties, COBI, or an entity contracted by COBI to perform this work (such as HRB or Housing Kitsap). In addition, we ask that you ensure that a substantial number of the housing units will be rentals.

We note that the OPG proposal provides that if the necessary financing is not obtained by HRB or Housing Kitsap, OPG will market the project to private housing developers. We urge the Council and the City not to adopt that provision, and instead negotiate an alternative, acceptable to both OPG and the City, that protects and preserves the Suzuki property for affordable housing.

With the foregoing caveats, the AHTF supports the efforts of the City of Bainbridge Island to move forward with the development of the Suzuki site to create affordable housing that benefits the community and assures a diverse population living on the island.

Sincerely,

Althea Paulson, Chair

On behalf of the Affordable Housing Task ForceAfter we sent an earlier version of this letter this morning, Council member Ron Peltier wrote to us to say he is not in favor of housing at Suzuki that is affordable to a broad range of people. This change does not impact the task force opinions expressed in this letter.

Letter from AHTF to CC

Re: Suzuki Property Agreement Between City & OPG

Mayor Tollefson and City Councilmembers:

The Affordable Housing Task Force wishes to confirm, in the strongest terms that it supports 100% affordable housing on the city's property – Suzuki. This was a unanimous decision.

As the Council continues to discuss the Suzuki Property Agreement this coming Tuesday, December 12, 2017 we urge the City to clarify one main purpose of the Agreement – that the housing be 100% affordable, that it be held as affordable in perpetuity and that any motion and/or agreement regarding the use reflect this sentiment.

Thank you.

Affordable Housing Task Force

November 20, 2017

Chair Pearl and Commissioners
Planning Commission
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

Chair Pearl and Commissioners:

The Affordable Housing Task Force (AHTF) has been discussing Eagle Harbor live-aboards in connection with our research and analysis of innovative ways for people to rent or own affordable housing. Live-aboard homes have been part of the Housing Element of the Comprehensive Plan since the inception of the City. The recently updated Housing Element provides in Policy HO 5.3: "Support water-based (live-aboard) housing as a viable component of the present and future housing stock of Bainbridge Island, subject to applicable environmental protection, seaworthiness, sanitation and safety standards and authorized moorage."

In accordance with that policy, the AHTF has discussed the percentage of allowable live-aboard boats and/or slips in marinas. We note that currently that percentage is 10%, although it used to be 25%.

We believe that the current 10% is a very limited use of our water-based resources and does not allow the Island to use the limited resources it has to increase affordable housing options.

Included with this letter as an additional attachment is a letter from the Harbor Commission sent to the City Council on November 18, 2013. The Council was discussing the SMP and new SMP regulations were being negotiated. For reasons that are unclear to us, the 10% limit was incorporated, in spite of several votes held on the matter.

We are, now, however in new territory in 2017. Housing prices and land prices have skyrocketed and we have an affordable housing crisis on the Island. There are few rentals on the Island under $1,000 per month. We are unaware of any homes for sale for under $125,000.

Slip rents run approximately $450 per month with a live-aboard fee of about $70 per month. If one owns a boat that can be insured, this is an affordable alternative to land based housing for those in that income range. If one can

qualify for a loan and has the opportunity to buy a slip in a marina with live-aboard privileges, those slips are running $30,000 and up.

There are few, if any, options on Bainbridge Island, short of Section 8 or subsidized housing that can touch these economics. Living aboard a boat is not for everybody but some people are able to afford a very small ecological footprint living this ‘small’.

In the core of Winslow, people working on Island, in Kitsap County and in Seattle have found living on their boats an affordable option to traditional land-based housing.

We understand the Planning Commission is reviewing the SMP and we urge the Commission to raise the allowable live aboard spaces both for sale and rent to the 25% level.

Our City has few options for affordability any longer. As recognized by the City’s Comprehensive Plan, living aboard one’s boat is one of those creative and innovative ways to provide housing for a workforce and other folks who require a ‘tiny house’ on the water.

Sincerely,

Affordable Housing Task Force

Jennifer Sutton

From: Althea Paulson
Sent: Sunday, February 25, 2018 2:16 PM
To: Charlie Wenzlau
Cc: Jennifer Sutton
Subject: Fw: AHTF resolution on Building Moratorium

fyi

From: Althea Paulson
Sent: Sunday, February 25, 2018 2:15 PM
To: Michael Scott; Kol Medina; Ron Peltier; Sarah Blossom; Rasham Nassar; Matthew Tirman; Joe Deets
Subject: AHTF resolution on Building Moratorium

Dear Mayor Medina and City Council:

The Affordable Housing Task Force (AHTF) has discussed certain aspects of ordinance 2018-05, which provides for a moratorium on development applications to the City of Bainbridge Island. In particular, we draw your attention to this portion of the ordinance:

"WHEREAS, the City Council's concerns regarding likely adverse impacts related to growth and development under existing regulations require immediate attention by the Council and City staff and include, but are not limited to, the following:

....(4) Serious challenges promoting affordable housing in a manner consistent with the City's Comprehensive Plan;"

Given the 6 month duration of the moratorium, and the June 2018 deadline to complete our work, the AHTF sees no clear rationale for including affordable housing as a reason for the moratorium. We anticipate bringing our initial findings to the Council within the next few weeks, and will continue to refine our recommendations for potential implementation as regulations.

Therefore at our meeting on February 15, 2018, the AHTF adopted the following resolution:

"The Affordable Housing Task Force disagrees with the use of affordable housing as a rationale to justify the moratorium. The Task Force is concerned that a lengthy moratorium will discourage potential new housing, therefore having a negative impact on affordability in general. The goal of the Task Force remains to deliver its findings by June 2018. Additionally, the Task Force will work with council to expedite our work on inclusionary housing."

Sincerely,

Althea Paulson
Chair, Affordable Housing Task Force

Appendix C.6

March 29, 2018

Re: Dave Ullin Open Water Marina

Mayor Medina and Councilmembers:

We write to urge the Council to adopt policies that will both fulfill our Department of Natural Resources agreement [16 buoys] and provide buoys in Eagle Harbor for people who wish to live aboard their vessels. This is in keeping with the Housing Element Policy HO 5.3 of the Comprehensive Plan that states:

> **Policy HO 5.3**: Support water-based [live-aboard] housing as a viable component of the present and future housing stock of Bainbridge Island, subject to applicable environmental protection, seaworthiness, sanitation and safety standards, and authorized moorage.

We dedicated this safe harbor last year in memory of Dave Ullin and urge the City to refer to it by its name in all future reports and correspondence.

As the linear moorage has outlived its usefulness and is being removed, we urge the Council to install all buoys allowed so that we broaden the space available for our Dave Ullin Open Water Marina going into the future. Live-aboard housing is the least expensive way to be housed on our Island and also has the smallest ecological footprint.

We have done the difficult work of negotiating an Agreement with the DNR that 'fits' our Island and creates marine space for those who choose to live on their boats. This is truly affordable housing – Island style.

The Affordable Housing Task Force previously urged a higher percentage allowable for liveaboards in City Center marinas as part of the solution to the crisis of affordable housing on Bainbridge Island.

We also urge the Council to direct the Staff to take reservations all year round – not just in the Fall. We are sensitive to staffing and management issues and understand the need to ensure prospective tenants commit to a year on a yearly basis. But we urge the Council to take lease applications year round and not create barriers to entry.

Thank you,

Affordable Housing Task Force

5/9/2018

Appendix C.7

RE: Short Term Vacation Rentals on Bainbridge Island

Members of the City Council,

The housing element of the Bainbridge Island Comprehensive Plan sets Goal HO-5 to "maintain the existing stock of affordable and rent-assisted housing, in partnership with community non-profit organizations and local and regional public and private entities." To support this goal, the Affordable Housing Task Force recommends the adoption of an ordinance to limit the use of short-term rentals on Bainbridge Island.

Since 2011, the third-party analytics site AirDNA (link below) has measured a 41% annual growth in the number of Airbnb rentals on Bainbridge Island, with 133 active rentals currently recorded. Of these active rentals, 114 are for the entire home, a number that represents more than three months of inventory in the current real estate market. This stranded inventory worsens the affordable housing crisis by reducing the stock of long-term rentals and for-sale housing on Bainbridge Island. However, we also realize that many members of our community rely on the supplemental income generated by these short-term rentals to afford the ever-increasing cost of living, so it is necessary to control the growth of the short-term rental market without eliminating it all together.

In December of 2017, the Seattle City Council passed an ordinance (link below) limiting the number of short term rentals per operator to their primary residence plus one additional unit. Although opposed by several operators with a large number of rentals, this action was supported by Airbnb as a "model regulatory framework" that properly supported the small operator without excessive burden. Additional consideration is needed to decide if the much smaller housing supply on Bainbridge Island justifies further restricting the number of rentals to one unit per operator, but the success of the Seattle law is encouraging.

The Affordable Housing Task Force recommends that the City Council adopt an ordinance modeled on the one passed by the City of Seattle with the following recommended changes; 1) that the regulations apply citywide, and 2) that the regulations apply retroactively to existing operators.

AirDNA Bainbridge Island Overview
https://www.airdna.co/market-data/app/us/washington/bainbridge-island/overview

Seattle Short-Term Rental Ordinance
http://www.seattle.gov/dpd/codesrules/commonquestions/shorttermrentals/default.htm

Seattle Short-Term Rental Ordinance Summary Sheet
https://www.seattle.gov/Documents/Departments/Council/Issues/RegulatingShortTermRentals/Regulating-Short-Term-Rentals_Summary_2017-09.pdf

Thank you for your consideration,
Affordable Housing Task Force

CITY OF BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND
2018 MEDIAN INCOME LIMITS BY HOUSEHOLD SIZE
BREMERTON-SILVERDALE MSA (HUD)

Maximum Income Limits by Category (BIMC 18.21.020)	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income: ≤ 30% of Median Household Income	$17,400	$19,850	$22,350	$24,800	$26,800	$30,800	$32,750	$32,750
Very Low Income: 31% - 50% of Median Household Income	$28,950	$33,050	$37,200	$41,300	$44,650	$47,950	$51,250	$54,550
Low Income: 51% - 80% of Median Household Income	$46,300	$52,900	$59,500	$66,100	$71,400	$76,700	$82,000	$87,300
Moderate Income: 81% - 95% of Median Household Income	$54,929	$62,776	$70,623	$78,470	$84,748	$91,025	$97,303	$103,580
Middle Income: 96%% - 120% of Median Household Income	$69,384	$79,296	$89,208	$99,120	$107,050	$114,979	$122,909	$130,838
100% of Median Household Income	$57,820	$66,080	$74,340	$82,600	$89,208	$95,816	$102,424	$109,032

APPENDIX E

Planning Commission Study Session 04/25/2002

New Chapter. There is added to the Bainbridge Island Municipal Code a new Chapter 18.92, Cottage Housing, to read as follows:

18.92.010 Purpose

The purpose of Cottage Housing is to encourage detached, small-unit housing development, in order to expand the variety of housing choices suitable to a range of household types and incomes, while maintaining the character of existing neighborhoods. Cottage housing developments should be characterized by design variations between the units, and should include pedestrian connections that allow residents to walk throughout the development and to any adjacent recreational or commercial areas. The cottage housing provisions are intended to overlay upon existing zoning districts and include their own regulations and design guidelines. This chapter implements policies H 1.6 and H 1.6A of the Housing Element of the Comprehensive Plan.

18.92.020 Location

The Cottage Housing Overlay shall apply to the R-2.9, R-3.5, R-4.3, R-5, R-8 and R-14 zoning districts.

18.92.030 Density and lot area.

A. The minimum lot area for a cottage housing development shall not be less than 14,000 square feet.
B. Each unit shall be allotted no less than 3500 square feet to accommodate the residential unit, common and private open space, parking and circulation, storage, etc.)
C. The number of units in any cottage housing development shall not be less than four (4) or more than twelve (12).

18.92.040 Unit size

A. The total floor area of a cottage unit shall not exceed either 1.5 times the area of the main floor or 1,200 square feet, whichever is less.

C. The maximum main floor area for cottages shall be 800 square feet.

D. At least fifty percent (50%) of the cottages shall have main floors that do not exceed 700 square feet.

E. A notice to the title of the property that prevents any increase in the total floor area of any cottage in the development shall be recorded with the Kitsap County Assessor's Office.

18.92.050 Lot Coverage

The maximum lot area covered by buildings shall not exceed forty percent (40%).

18.92.060 Open Space

A. Common open space. Common open space is intended to provide a centrally located area that can be developed and maintained so it is usable for active and passive recreation. Common open space shall be subject to the following requirements.

1. There shall be a minimum of 400 square feet of common open space provided for each unit in the R-2.9, R-3.5, and R-4.3 and R-5 zones. There shall be a minimum of 250 square feet of common open space provided for each unit in the R-8 and R-14 zones.

2. Common open space shall abut at least 50 percent of the cottages in a cottage housing development.
3. Common open space shall have cottages abutting on at least two sides.
4. Common open space shall not include portions of private yards, and shall be jointly owned by all residents.
5. The common open space shall be outside of wetlands, streams and sensitive area buffers, and shall be on slopes of ten percent (10%) or less.

B. Private Open Space. Private open space is intended to provide private areas around the individual cottages and to enable diversity in landscape design. Private open space shall be subject to the following requirements.

1. A minimum of 300 square feet of contiguous, usable private open space shall be provided adjacent to each cottage, for the exclusive use of the cottage resident.
2. The main entry of the cottages shall be oriented toward the common open space as much as possible.

18.92.070 Building Separation

All units shall maintain 10 feet of separation between vertical exterior walls, except that eaves and architectural projections such as balconies may encroach up to a maximum of 18 inches.

18.92.080 Yards

A. Front yards shall not be less than 25 feet measured by the distance from the nearest lot line, planned right-of-way or road easement.
B. Porches and bays may encroach 5 feet into the front yard.
C. Side yards shall not be less than 10 feet, except that eaves and architectural projections such as balconies may encroach in the yard up to a maximum of 18 inches.
D. Rear yards shall be 15 feet, except that eaves and architectural projections such as balconies and bays may encroach in the yard up to a maximum of 18 inches.

18.92.090 Building Height

The maximum building height for any cottage housing unit shall not exceed 20 feet, except that chimneys, cupolas and other architectural features shall not extend more than five feet above the roof at their highest point.

18.92.100 Parking

A. For parking spaces required, refer to BIMC 18.81.030 (R).
B. All parking shall be located to the side or rear of the site, and shall be screened from adjacent properties by a sight-obscuring fence or vegetation barrier in accordance with Chapter 18.85. Fences shall be at leave five but not more than six feet in height.

18.92.110 Community Buildings

A cottage housing development may contain community building(s) that are detached accessory structures, the use and size of which is clearly incidental and related to that of the dwelling unit.

18.92.110 Design Guidelines

A. Site Design.

DRAFT

1. The common open space shall be centrally located within the project site.
2. All front porches of units shall be oriented toward landscaped, common open space.

B. Building Design.
   1. Roofs of cottages shall be pitched.
   2. Covered porches measuring at least 8 feet by 10 feet shall be incorporated into building design of the cottages.
   3. Shared carports or garages shall be limited to a maximum of four stalls per structure and shall be detached from the dwelling units.
   4. Attached garages shall not be permitted.

DRAFT

APPENDIX F

SAMPLE MULTI-FAMILY PROPERTY TAX EXEMPTION ORDINANCE (City of Bellingham)

Tax exemptions for multifamily housing in targeted residential areas.

A. Intent. Limited exemptions from ad valorem property taxation for multifamily housing in urban centers are intended to:

1. Provide economic incentives enabling increased residential housing choices and opportunities, including affordable housing opportunities, within urban centers designated by the city council as targeted residential areas;

2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in targeted residential areas to increase and improve housing opportunities, including affordable housing;

3. Assist in directing future population growth to designated urban centers with existing available infrastructure thereby reducing development pressure on neighborhoods lacking infrastructure capacities; and

4. Achieve development densities which are more conducive to transit use in designated urban centers.

B. Duration of Exemption. For properties for which applications for certificates of tax exemption eligibility are submitted under Chapter 84.14 RCW on or after July 22, 2007, the value of improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:

1. For eight successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate; or

2. For 12 successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate, if the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the conditions in this subsection. For the property to qualify for the 12-year exemption under this subsection, the applicant must commit to renting or selling at least 20 percent of the multi-unit housing units as affordable housing units as set forth below:

a. Owner Occupancy. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection (B)(2) may be satisfied solely through housing affordable to moderate-income households during the authorized exemption period.

b. Rental Occupancy. In the case of projects intended for rental occupancy, the minimum requirement of this subsection (B)(2) must be satisfied based on affordability requirements outlined in subsection (D)(9) of this section.

C. Limits on Exemption. The exemption does not apply to the value of land or to the value of nonhousing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter. The incentive provided by this chapter is in addition to any other incentives, tax credits, grants, or other incentives provided by law.

D. Project Eligibility. A proposed project must meet the following requirements to be considered for a property tax exemption:

1. Location. The project must be located within a targeted residential area, as designated in BMC 17.82.020(C). If a part of any legal lot is within a designated residential targeted area then the entire lot shall be deemed to lie within such residential targeted area. Property located outside of, but adjacent to, the described areas is not designated as a residential targeted area.

2. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of 12 months prior to submission of an application and must have one or more violations of the city's local housing standard. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood unless a minimum of 12 months has elapsed from the time of most recent occupancy.

3. Size. The project must include at least four units of multifamily housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for 12 months or more

does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing.

4. Permanent Residential Housing. At least 50 percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in BMC 17.82.010.

5. Affordable Housing. Projects located in Target Area 4 or Area 5 are required to meet the affordable housing requirements described in subsection (B)(2) of this section.

6. Proposed Completion Date. New construction multi-unit housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.

7. Compliance with Guidelines and Standards. The project shall be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with the city's local housing standard. New construction must comply with the city's local housing standard. New construction must comply with the current building code adopted by the city. The project must also comply with any other standards and guidelines adopted by the city council for the targeted residential area in which the project will be developed.

8. Historic Resource Protection.

a. Applications for new construction that require the demolition of structures listed in the local, state or national register, or identified as contributing to an historic district in the city's historic resource inventory are not eligible for the multifamily tax exemption.

b. Applications for new construction on a vacant property upon which previously stood a structure that was listed in the local, state or national register, or was identified as contributing to an historic district in a city historic resource inventory are not eligible for the multifamily tax exemption unless a minimum of five years has lapsed between the date of demolition and application for the multifamily tax exemption.

c. The requirement of subsections (D)(8)(a) and (b) of this section may be waived if demolition is authorized by either the city's historic preservation commission for structures

on the local register or the director for structures identified as contributing to an historic district in the city's historic resource inventory or on the state or national register. The demolition waiver determination shall be based on the criteria in BMC 17.90.060(D)(2) and (3).

9. Affordable Housing. Projects intended for rental occupancy seeking a 12-year tax exemption pursuant to subsection (B)(2) of this section shall provide 20 percent of the multi-unit housing as follows:

a. Affordable housing units shall be available to households whose adjusted income is at or below 60 percent of the median family income adjusted for family size for Whatcom County, except as otherwise allowed in subsection (B)(9)(b) of this section.

b. The affordable housing requirement can be met, either partially or fully, for any units with two or more bedrooms that are available to households whose adjusted income is at or below 80 percent of median family income adjusted for family size for Whatcom County.

E. Application Procedure. A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

1. File with the city's planning and community development department the required application along with any required fees as determined by council resolution. An additional fee, as determined by council resolution, may be required to cover the Whatcom County assessor's administrative costs. If the application shall result in a denial by the city, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.

2. A complete application shall include:

a. A completed city of Bellingham application form setting forth the project's eligibility for the exemption;

b. Preliminary floor and site plans and elevations of the proposed project and narrative or other description of the scope of work to be performed;

c. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and

d. Verification by oath or affirmation of the information submitted.

For rehabilitation projects, the applicant shall also submit a sworn affidavit that existing dwelling units have been unoccupied for a period of 12 months prior to filing the application and shall secure from the city verification of property noncompliance with the city's local housing standard.

F. Application Review and Issuance of Conditional Certificate. The director may certify as eligible an application which is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within 90 days of receipt of a complete application.

1. Approval. If an application is conditionally approved, the applicant shall enter into a contract with the city regarding the terms and conditions of the project. The director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

2. Denial. The director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within 10 days of the denial. An applicant may appeal a denial to the city council within 30 days of receipt of notice. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.

G. Extension of Conditional Certificate. The conditional certificate may be extended by the director for a period not to exceed 24 consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by any processing fee as determined by council resolution. No conditional certificate shall be eligible for more than one such extension. An extension may be granted if the director determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner;

2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence;

3. The project will comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the extension of the conditional certificate is granted; and

4. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.

H. Application for Final Certificate. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the city's planning and community development department the following:

1. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

2. A description of the completed work with evidence of final city inspection of all work completed and a statement of qualification for the exemption;

3. A statement that the work was completed within the required three-year period or any authorized extension; and

4. If applicable, a statement that the project meets the affordable housing requirements as described in BMC 17.82.030(B)(2).

Within 30 days of receipt of all materials required for a final certificate, the director shall determine which specific improvements, and the affordability of the units, satisfy the requirements of this chapter.

I. Issuance of Final Certificate. If the director determines that the project has been completed in accordance with the contract between the applicant and the city and has been completed within the authorized time period, the city shall, within 10 days, file a final certificate of tax exemption with the Whatcom County assessor.

1. Denial and Appeal. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:

a. The improvements were not completed within the authorized time period;

b. The improvements were not completed in accordance with the contract between the applicant and the city;

c. If applicable, the affordable housing requirements as described in subsection (B)(2) of this section were not met; or

d. The owner's property is otherwise not qualified under this chapter.

Within 14 days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the hearing examiner, as provided in BMC 2.56.050(B). The applicant may appeal the hearing examiner's decision to Whatcom County superior court, if the appeal is filed within 30 days, or as otherwise required by law, of receiving notice of that decision.

J. Annual Compliance Review. Within 30 days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the tax exemption period, the property owner shall file a notarized declaration with the director indicating the following:

1. A statement of occupancy and vacancy of the multifamily units during the previous year;

2. A certification that the property continues to be in compliance with the contract with the city, including any affordable housing requirements;

3. A description of any subsequent improvements or changes to the property; and

4. A report on affordable housing requirements, if applicable, including:

a. The total monthly rent or total sale amount of each unit produced;

b. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption; and

c. Any additional information requested by the city in regards to the units receiving a tax exemption.

City staff shall have the right to conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

K. The city shall report annually by December 31st of each year to the Washington State Department of Commerce. The report must include the following information:

1. The number of tax exemption certificates granted;

2. The total number and type of units produced or to be produced;

3. The number and type of units produced or to be produced meeting affordable housing requirements;

4. The actual development cost of each unit produced;

5. The total monthly rent or total sale amount of each unit produced;

6. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption and a summary of these figures for the city; and

7. The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

L. Cancellation of Tax Exemption. If the director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the multifamily housing to another use, the owner must notify the director and the Whatcom County assessor within 60 days of the change in use.

1. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Whatcom County assessor may impose an additional tax on the property, together with interest and penalty, and a priority lien may be placed on the land, pursuant to state legislative provisions.

2. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the hearing examiner within 30 days, specifying the factual and legal basis for the appeal. An aggrieved party may appeal the hearing examiner's decision to the Whatcom County superior court, if the appeal is filed within 30 days, or as otherwise required by law, of receiving notice of cancellation.

M. Conflict of Provisions. If any provision of this chapter is in legal conflict with the provisions of Chapter 84.14 RCW, the provisions of Chapter 84.14 RCW shall apply as if set forth in this chapter. [Ord. 2015-12-051 § 2; Ord. 2010-12-078; Ord. 2003-03-012; Ord. 2003-03-011; Ord. 1999-09-054].

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: 8:10 PM Shoreline Management Program (SMP) Amendment for Critical Areas Ordinance Integration - Planning

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
Provide direction to staff relating to next steps for the City's SMP Amendment related to critical areas regulations integration.

SUMMARY:
City staff has been working on an amendment to its SMP in order to integrate the recently updated critical areas regulations, which became effective on April 23, 2018. Critical areas within the shoreline jurisdiction are regulated by the City's SMP -- not its critical areas ordinance (CAO) -- therefore, these updated regulations are not effective within the City's shoreline jurisdiction at this time. The draft SMP amendment focuses only on the integration of the updated critical areas regulations into the existing SMP. Staff is requesting Council direction on the next steps for the SMP amendment relating to CAO integration.

FISCAL IMPACT:

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

BACKGROUND: In accordance with City Council direction, the City is processing the SMP amendment through a joint state/local review process with the Department of Ecology ("Ecology"). As part of this process, a 30-day joint state/local public comment period and joint state/local public hearing were held. The public comment period ended on June 11, 2018. The public hearing was held by the Planning Commission on May 24, and continued and closed on June 7, 2018.

The Planning Commission recommended the following at their June 7 meeting:

"... to close the hearing with the idea that the CAO will not go forward and that we will make a combined amendment that includes the CAO and the non-conforming issues and go ahead with the public notice on that issue and proceed."

While awaiting final City Council adoption of the CAO, the Planning Commission began discussion on the topic of nonconforming structures, uses, and lots. The Planning Commission completed its review and requests that the City Council initiate and complete the required public comment period for amendments relating to the nonconforming topic before the amendment relating to CAO integration is forwarded to Ecology.

The City is required to transmit its response to comments received during the public comment period, and any changes resulting from those comments, to Ecology within 30 days of the close of the public comment period, unless an extension is granted. The City requested and received an extension until August 24, 2018.

Additional background information is provided in the staff memo.

ATTACHMENTS:

Staff Memo re SMP Amendment - CAO Integration - 072018

Public Participation Program

Draft Work Plan 20180111

SMP Revisions to Public Hearing Draft 20180607

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date:	July 20, 2018	
To:	City Council	
From:	Gary R. Christensen, AICP Director	Christy Carr, AICP Senior Planner
Subject:	Shoreline Master Program Amendment – Critical Areas Ordinance Integration	

BRIEF STATEMENT OF THE ISSUE:

City staff can continue to follow the City Council's direction to complete the integration of the updated Critical Areas Ordinance ("CAO"), which the Council adopted in February of 2018 and which took effect in April of 2018, into the City's Shoreline Master Program ("SMP") in the coming months as planned, or the Council can direct staff to delay that integration (likely into 2019) based on the Planning Commission's recommendation by combining the CAO integration amendment with another amendment related to nonconforming uses.

COUNCIL ACTION ITEM:

To direct staff to continue the current course of action that the Council previously directed related to the CAO integration amendment, or to direct staff to combine the CAO integration amendment with another amendment related to nonconforming uses as recommended by the Planning Commission.

ESTIMATED TIMING REGARDING SMP AMENDMENT SCENARIOS:

As described in more detail below, the following is an estimated schedule of the amount of time anticipated for the City and the Department of Ecology (which must approve SMP amendments) to process and approve the proposed SMP amendments. Under the current scenario based on the Council's direction to date, the City would continue to pursue an amendment related solely to CAO integration and would separately pursue another amendment (including related to the nonconforming issue). Under an alternative scenario as recommended by the Planning Commission, the City would combine the CAO integration amendment with an amendment to address the nonconforming uses chapter of the SMP.

One of the goals expressed by the Planning Commission in making its recommendation was to decrease the time it will take for the Council and the Department of Ecology ("Ecology") to consider and potentially adopt an amendment related to the nonconforming uses chapter. As shown in the timeline, combining the two amendments into one does not decrease the time for an amendment related to nonconforming uses. Rather, the result of such an approach would increase the amount of time required to obtain Council and Ecology approval for an amendment to integrate the CAO into the SMP.

Anticipated Timeline for SMP Amendment Options

CAO Integration Only		Nonconforming Chapter	
Task	Completed By	Task	Completed By
Response to comments	Completed	Staff work (finalize revisions, check for internal consistency, consultation with Ecology)	Mid-September
Transmit to Ecology	End of July	Public comment period	End of October
Ecology initial determination	Mid-September	Response to comments	End of November
City Council review and adoption	Early November	Transmit to Ecology	End of November
Ecology approval	End of December	Ecology initial determination	Mid-January, 2019
		City Council review and adoption	End of March, 2019
		Ecology approval	End of May, 2019

I. Status of Critical Areas Regulations in Shoreline Jurisdiction

Critical areas within the shoreline jurisdiction are regulated by the City's SMP – not its CAO. The updated critical areas regulations cannot be applied within the shoreline jurisdiction until an amendment to the SMP integrating these regulations is locally adopted by the City Council and approved by Ecology.

Regarding a related City Council action – the current development moratorium that exists related to the processing and approval of certain land use permitting activities – the moratorium was imposed, in part, to allow the Council and City staff adequate time to complete the CAO update process. The Council adopted the CAO update on February 27, 2018, and the updated CAO took effect on April 23, 2018. Ordinance 2018-14, passed by the City Council on April 24, 2018, amended the development moratorium to amend the activities subject to the moratorium, including maintaining the applicability of the moratorium to R-1, R-2, and R-0.4 parcels *within the City's shoreline jurisdiction*, since the SMP amendment related to CAO integration would not be complete before the moratorium was set to expire. The amended moratorium states:

Section 2. Moratorium Amended. Section 3 of Ordinance No. 2018-05 is hereby amended as follows related to the activities to which the moratorium applies:

B. Structures, buildings, and land use permits and approvals in the R-1, R-2, and R-0.4 ~~, and Business/Industrial~~ zones within the City's shoreline jurisdiction areas (see Chapter 16.12 BIMC):

(i) That will result in less than 65% of the subject property being retained as native vegetation; or

(ii) That will result in reducing the native vegetation on the subject property by any amount if that property had native vegetation existing on less than 65% of the property as of the effective date of the moratorium.

~~(iii) Provided, that subsections (i) and (ii) do not prohibit structures, buildings, and land use permits and approvals in the R-1, R-2, R-0.4, and Business/Industrial zones that will result in land disturbance of 12,500 square feet or less on the subject property.~~

(iii) Provided ~~further~~, that this Section B does not apply to complete land use applications (see BIMC Table 2.16.010-1) that were submitted prior to the effective date of the moratorium, and to the resultant site work and associated approvals related to such complete land use applications.

At this time, the City has two sets of critical areas regulations: (1) the updated CAO applicable to all areas within the City except the shoreline jurisdiction, and (2) the critical areas regulations contained in the current SMP. The critical area regulations that currently apply via the SMP to shoreline properties largely date back to 2006, with revisions in 2009.

Major differences between the two sets of critical areas regulations are summarized below. Updated critical areas regulations that do not currently apply in the shoreline jurisdiction include:

General

- Staff site visit required for all land use applications with critical area
- Use of precautionary principal and mitigation sequencing required in review
- Review and/or permit required for some exemptions and allowed activities (e.g., trails, "interrupted buffer")
- Streamlined permit types

Critical Aquifer Recharge Areas

- Aquifer recharge protection area (ARPA) requirement in the R-0.4, R-1, and R-2 zoning districts

Streams

- Buffer widths are increased for most stream types
- New buffer modification thresholds and requirements

Geologically Hazardous Areas (Steep Slopes)

- Standard setback requirement changed from height of slope or 50 feet, whichever is greater, to height of slope only up to maximum of 75 feet or as determined by assessment
- New range of factors of safety for non-habitable structures and other uses/activities

Wetlands

- No exemption for small wetlands
- New buffer modification thresholds and requirements
- Updated methods and categories based on current state and federal guidance
- Specific requirements for delineations, including when required, how recorded, and 5-year timeline

Trees and Vegetation

- New section consolidating all standards related to trees and vegetation
- Greater allowances for maintenance without City review/approval or supporting documentation

II. Background and Work to Date

The City initiated an amendment to its current SMP in the fall of 2017. After some initial work, staff developed a work plan, timeline, and public participation plan (attached) to better focus and publicize the amendment effort. These documents, reviewed by the Planning Commission and then made available at a public open house on November 30, 2017, outlined a two-phase amendment process:

1. Phase I focuses on incorporating updated critical areas regulations.
2. Phase II, which was intended to begin after the completion of Phase I, focuses on a broader set of topics identified by staff, stakeholders, and user groups (shoreline property owners, technical consultants, etc.) related to general issues and specific language to be clarified and/or revisited.

This phased SMP Amendment work program approach was adopted by the City Council as a component of the City of Bainbridge Island 2018 Department Priorities (see page 11). The Department of Planning and Community Development has proceeded with the SMP Amendment two-phase process as directed by the Council and as discussed with the Planning Commission and the Council through periodic work program updates.

The timing of Phase I – integration of critical areas regulations – was based on the expectation that the updated critical areas ordinance would be adopted by the Council and be effective in the early part of 2018. Since the Council's review took longer than anticipated, the integration of new critical areas regulations into the SMP has taken longer than anticipated.

In the meantime, the Planning Commission continued its review of the SMP based on the work plan and a list of 10 "guiding themes" or topics. In January, 2018, the Planning Commission chose to begin its review of the guiding themes or topics with existing structures and the term "nonconforming" (SMP Section 4.2). The Planning Commission discussed revisions to SMP Section 4.2 at regular and special meetings between January and mid-April, 2018. The Planning Commission completed its review of SMP Section 4.2 at its April 12, 2018, meeting.

Concurrently, the Planning Commission discussed the CAO integration at its April 12, 19, and 26 meetings. These meetings included a summary of the integration approach and timeline for the amendment. The notice regarding these meetings that was provided to the public by the City stated that the SMP Amendment at issue related only to CAO integration. The City's notice to the public regarding the public comment period for the proposed SMP Amendment included notice to local newspapers and the posting of information on the City's website (https://www.bainbridgewa.gov/184/Shoreline-Master-Program), along with the Draft SMP Amendment.

The public hearing on the SMP Amendment was held by the Planning Commission on May 24, 2018. At that May 24 public hearing, the Planning Commission expressed frustration that the nonconforming topic was not included in the SMP amendment. Public comment at the public hearing did not include any substantive comments related to the CAO integration. The Planning Commission took action at is May 31 meeting to continue the public hearing to June 7. At the Planning Commission's June 7 meeting, the Commission passed the following motion in making its recommendation to the Council:

"... to close the hearing with the idea that the CAO will not go forward and that we will make a combined amendment that includes the CAO and the nonconforming issues and go ahead with the public notice on that issue and proceed."

III. Implications of Two Sets of Critical Areas Regulations

As noted above, the City will have two sets of critical areas regulations until an amendment to the SMP is adopted by the Council and approved by the Department of Ecology. While these two sets of regulations do not – and cannot, due to consistency issues with the Shoreline Management Act ("SMA") – have to be exactly the same, there are distinct and important reasons for integrating the updated critical areas regulations into the SMP, including, but not limited to:

- As referenced above, the critical areas regulations in the existing SMP largely date from 2006 – the last time the City's CAO was comprehensively updated – with revisions made in 2009.
- Critical areas regulations in the existing SMP (Section 4.1.5 and Appendix B) would benefit the public and staff with revisions to improve clarity, readability, and consistency with the SMA.
- New critical areas regulations include more protective standards for aquifer recharge areas, wetlands, and fish and wildlife habitat conservation areas/streams, and more rigorous review criteria (e.g., precautionary principal and mitigation sequencing).
- Without the moratorium that is in place currently, the ARPA protections would not apply within shoreline jurisdiction. Notably, 42 percent of the island's R-2 parcels are within the shoreline jurisdiction.
- Interpretation issues arise when a parcel "straddles" the shoreline jurisdiction regarding which set of regulations to apply.
- Staff and the public need to navigate two sets of regulations (e.g., referencing the correct set, using the correct application, recognizing different standards, permit types, and review requirements).

IV. Next Steps

The required and lengthy public process for the SMP Amendment relating to critical areas integration is mostly complete. This includes a joint local and state 30-day public comment period and public hearing. The next step in the amendment process is for the City to forward the amendment to Ecology with a response to any comments received during the public process, and any changes made based on those comments. The City received an extension for this submittal until August 24, 2018.

The City received no substantive comments on the draft SMP Amendment related to critical areas other than a set of comments from a Planning Commissioner. Staff provided a response to these comments, revised language to address the comments, and presented those revisions to the Planning Commission at its June 7 meeting (attached). The only comments received from the general public were related to the process, and a preference to delay the CAO-related amendment until the required public process related to the nonconforming topic was completed.

Once Ecology receives the draft SMP Amendment, it has up to 45 days to provide the City with an initial determination of consistency with the SMA. Staff does not anticipate Ecology will identify any inconsistencies with the SMA since the City is participating in the joint local/state review process ("Joint Review Process") and Ecology has participated in the City's public hearings.

Once receiving the initial determination from Ecology, staff would transmit the draft amendment to the City Council for review and local adoption. The locally adopted amendment would then go back to

Ecology for final approval. Following this process, it is expected that the City's SMP Amendment related to critical areas could be finalized before the end of 2018.

If, however, the City Council choses to delay the SMP Amendment related to critical areas, it is expected that an expanded amendment to include the nonconforming topic would not be finalized until mid-2019, barring delays that are likely to occur because the nonconforming topic, based on the City's past experience, is one that has brought forth divergent opinions in the community. In the meantime, the City's updated critical areas regulations will not apply within the shoreline jurisdiction.

This delay would occur because the City would need to work with Ecology on proceeding with a review process for such a combined amendment, which will likely be a Joint Review Process. Prior to getting to the stage in the process at which the CAO integration SMP Amendment is currently, several activities would need to occur, including:

- Informal consultation with Ecology to identify any major inconsistencies with the Shoreline Management Act and SMP Guidelines.
- Staff work to finalize the draft SMP Section 4.2 revisions, to review the complete SMP for internal consistency and implications of changes to Section 4.2, and to determine whether SMP Cumulative Impact Assessment requires updating.
- A 30-day joint state/local public comment period based on Ecology's and the City's requirements, including at least one public hearing conducted by the Planning Commission or the City Council.
- Response to comments received during the public comment period and revising the draft amendment based on those comments, as needed.

Another consideration regarding timing is Ecology's workload and how Ecology's work in reviewing amendments from other cities and counties impacts the time it will take the agency to review amendments from the City of Bainbridge Island. Ecology has indicated to the City that its work on periodic review of SMP amendments generally takes priority over the type of amendments at issue here, which are regarded as limited amendments or amendments not required by the state.

City of Bainbridge Island Shoreline Master Program Amendment
Public Participation Plan

Introduction

The City of Bainbridge Island is undertaking an amendment of its Shoreline Master Program (SMP). The Shoreline Management Act (SMA) requires local governments "*To insure that all persons and entities having an interest in the guidelines and master programs … are provided with a full opportunity for involvement in both their development and implementation* (WAC 173-26-201(3)(b). This Public Participation Program outlines the scope and timing of the amendment process, and describes opportunities for public participation throughout.

Scope of SMP Amendment

The City anticipates amending the SMP in at least two phases. **Phase I** is focused on incorporating updated critical areas regulations. The critical areas regulations are currently under review by City Council and will likely become effective in the early part of 2018. It is important to amend the SMP to ensure consistency between the SMP and critical areas regulations. Phase I will also include review and revisions to associated vegetation management provisions in the SMP since the role of vegetation is very similar in critical areas and the shoreline environment.

Phase II will begin after the completion of Phase I and focus on a broader number of topics. The topics to be addressed in Phase II are largely those identified by staff, stakeholders and user groups (shoreline property owners, technical consultants, etc.) as general issues and specific language to be clarified and/or revisited. While the public will be welcome to suggest topics for consideration, the scope of the amendment may be limited based on state requirements for amending a SMP and/or other staff workplan priorities.

Goals

Overall goals of this Public Participation Program are to:

- Provide objective information to assist the public in understanding issues and solutions related to the SMP itself and the amendment process.
- Provide opportunities to the public to contribute ideas and provide feedback through all phases of the amendment process.
- Make the amendment process accessible and engaging to interested participants by using a variety of media, plain language, and easy-to-understand materials.

Role of the Planning Commission

The City of Bainbridge Island Planning Commission (Commission) provides independent and objective recommendations to City Departments and City Council on broad planning goals, policies, and plans for the development of Bainbridge Island. The Commission focuses on issues that shape Bainbridge Island, such as land use, transportation, housing, and environmental policy.

The Planning Commission will be involved throughout both phases of the process and will provide recommendations and comments to the City Council. The Commission will discuss and consider revisions to the SMP at regularly scheduled meetings and hold at least one public hearing. The

Commissioners will consider public input to craft draft revisions to the SMP. Finally, the Commission will prepare a final set of recommendations for the City Council on the SMP amendments.

Role of the City Council

For each phase, the Council will receive the Planning Commission's final recommended amendments to the SMP and take action by adopting the SMP amendments. The Council will discuss and consider revisions to the SMP at regularly scheduled City Council meetings and hold at least one public hearing.

Opportunities for Public Involvement

The City is committed to providing multiple opportunities for the public to engage in the SMP amendment throughout both phases of the process. Most meetings will be hosted by the Planning Commission or City Council according to the estimated timeline below. The City will strive to provide one-week notice or more on all public meetings related to the amendment.

In-Person Public Participation Opportunities

Anticipated Meetings	Estimated Timeline
Phase I	
Regularly scheduled Planning Commission meeting	October 26, 2017 November 16, 2017
Planning Commission Open House/Regular meeting	November 30, 2017
Planning Commission Public Hearing	December 7, 2017
Action – Recommendation to City Council	December 14, 2017
City Council deliberation and adoption	January-February 2018
Phase II*	
Planning Commission review	March-June 2018
City Council review and adoption	July-September 2018

*An updated estimated schedule will be provided at the beginning of Phase II. Specific meeting dates and times will be available on the City's website once scheduled.

How to Get and Stay Involved

The City will use several modes of communication to inform the public and encourage participation.

- **Sign up on NotifyMe:** Members of the public can sign up to receive email or text notifications about public meetings and other aspects of the SMP amendment.
- **Comment:** In person to the Planning Commission, City Council or Staff, or by written comment submitted to the City by letter, or email. All comments will be documented, preserved, and available for public review.
- **Website:** The City maintains a SMP Amendment project page on its website
- **Invite:** Request City staff to give a presentation and take Q&A on the SMP amendment to community groups or any public forum.

Contact Information for SMP Amendment

- To submit written comments: pcd@bainbridgewa.gov or 280 Madison Avenue N, Bainbridge Island, Washington 98110
- To submit questions or comments over the phone: Christy Carr, Senior Planner, 206.780.3719
- To sign-up for Notify Me: http://www.bainbridgewa.gov/list.aspx
- To sign-up for the City Manager Report: http://www.bainbridgewa.gov/500/City-Managers-Report
- To arrange to have a presentation at your community meeting: Kellie Stickney, Communications Manager, kstickney@bainbridgewa.gov or 206.780.3741

Potential Groups for Outreach

City staff will initiate contact and regularly communicate about the SMP amendment process with the following potential groups for outreach. Staff anticipates developing an email listserv to maintain communication with these groups.

City Citizen Advisory Groups Climate Change Advisory Committee Environmental Technical Advisory Committee Marine Access Committee Planning Commission (see Role above) Utility Advisory Committee	Other Public Agencies Bainbridge Island Fire District Bainbridge Island Metro Park and Recreation District Bainbridge Island School District Kitsap Public Utility District Kitsap Public Health District Puget Sound Regional Council Washington State Ferries
Community Groups Association of Bainbridge Communities Bainbridge Island Japanese American Exclusion Memorial Organization Bainbridge Island Land Trust Bainbridge Island Watershed Council Chamber of Commerce Environmental Bainbridge Friends of the Farms Homeowner Associations Housing Resources Board Islanders for Responsible Development Rotary Club of Bainbridge Island Sustainable Bainbridge	Other Organizations Bloedel Reserve Cooke Aquaculture Kitsap Building Association Kitsap County Association of Realtors SEPA review agencies Yacht clubs and marinas

Outreach Methods and Tools

The overall objective of this program is to describe how the City will engage the public during the course of the amendment process. Public participation methods and tools may vary by phase of the amendment process. This Public Participation Program may continue to be reviewed and refined throughout the amendment process, if needed. The City will take advantage of all modes of communication to engage the public. Public outreach will consist of in-person outreach efforts, traditional media and advertising, and outreach efforts utilizing technology and social media. Public

meetings shall be noticed as far in advance as possible, and the City shall strive to provide one week notice.

In-person Outreach methods

- In-person presentations at group meetings, i.e. Bainbridge Island Watershed Council, homeowners associations, realtor groups

Traditional media and advertising

- Press releases to local papers, blogs and newsletters
- Utilize community organization email lists, newsletters and social media
- US mail flyer to shoreline property owners
- Announcements in the Bainbridge Island Review
- Emails to current City email listservs, volunteer lists and citizen advisory groups

Technology and Social media

- City website – Background information, existing SMP, useful weblinks to planning resources, and materials prepared for public meetings will be available to the public on the City's SMP amendment project page and as hard copies at City Hall
- Notify Me – There is a listserv for the public to sign up for *SMP Amendment Project Update*
- Press releases related to SMP amendment process
- Posting SMP amendment meetings to the calendar on the City website
- City Manager's Report – updates and announcements of meeting dates included as needed in the weekly report

SMP Amendment Proposed Work Plan
November 30, 2017 – Updated January 11, 2018

The following summary of proposed revisions was developed by staff based on topics and issues identified through implementation and permit review since July 2014. The focus of these revisions is largely housekeeping in nature: clerical (correction/consistency), implementation efficiency (clarification/simplification) and integration (of other codes/policies). Revisions are anticipated in almost every section; however, a section is not listed below if only clerical or implementation efficiency revisions are anticipated. **Although the Planning Commission and City Council may consider policy decisions as they arise throughout the process, significant policy changes are not anticipated as part of the amendment.** With some exceptions that may be considered, the amendment is not intended to change the intent of the SMP, but rather to significantly improve its implementation. All revisions must demonstrate consistency with all goals, policies, and designation criteria as well as the background documents of the SMP.

SMP Section	Topic	Summary of Proposed Topics to Consider	Guiding Theme(s)
4.1.5	Critical Areas	Integration of BIMC 16.20 pending Council adoption	6,10
Appendix B	Critical Areas	Integration of BIMC 16.20 pending Council adoption	6,10
4.2.1	Existing Development (Nonconforming)	Nonconforming Uses, Nonconforming Lots, and Existing Development • Revisit optional approach to consider legally existing structures as conforming structures • Clarify applicability of "most restrictive" clause • Clarify difference between existing (nonconforming) structure and nonconforming use • Clarify consistency between general regulations and specific regulations (SMP 4.2.1.4) • Correct "entirely contained within the building" error (SMP 4.2.1.6.3.1.2.c) • Clarify that existing structures destroyed by natural disasters can be replaced if meeting geologically hazardous area provisions (SMP 4.2.1.6.1.2) • Revisit/clarify single family primary structures alteration/expansion (SMP 4.2.1.6.3.2) – applies only to within shoreline buffer, provide definition of landward, clarify "building configuration," 25 percent of existing building footprint, clarify building area vs. development area, clarify what "bulk dimensions" and "lifetime" mean • Correct numbering structure of SMP 4.2.1.6.5; clarify non-essential residential accessory structures • Clarify SMP 4.2.1.7 – Encumbered and Nonconforming Lots – provide definition of redevelopment, clarify if it applies to critical areas or just critical area buffers, clarify what building area means, clarify if applicant can reduce buffers first (e.g., landslide hazard buffer) before being considered encumbered • Ensure consistency of SMP 4.2.1.7.1.e with critical areas section • Improve consistency of SMP 4.2.1.8 – Aquatic Structures – with Single Family Mitigation Manual • Clarify SMP 4.2.1.8.1 – what is included in "materials and standards"? • Clarify SMP 4.2.1.8.2 – where does it apply and to what?	1,2,5, 9,10

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SMP Section	Topic	Summary of Proposed Topics to Consider	Guiding Theme(s)
		• Provide clarity/detail in SMP 4.2.1.8.1.a – what are thresholds for when conditional use permit required?	
4.0	Table 4-1 Table 4-2 Table 4-3	Table 4-1 (Use and Modification Table) • Clarify footnotes (revisit #22 re: mixed use physical separation) • Correct inconsistencies between table and text (e.g., subdivisions) • Revisit requirement for shoreline conditional use permit for all retaining walls • Clarify primary vs. accessory utilities • Clarify allowance of overwater structures when used as public trails Table 4-2 (Dimensional Standards) • Address missing footnotes (#5 and 7) • Clarify utilities setbacks Table 4-3 (Buffers) • Revise for improved readability and ease of administration • Clarify when "expands to include existing native vegetation applies" • Clarify that all shallow lots (<200 feet deep) are assigned narrower buffer • Clarify how buffer is measured for high bluff properties (i.e., what is between Zone 1 at OHWM and top of bluff) • Clarify criteria for Category A and B lots • Add figure reference and reference to Section 4.1.3 • Clarify what geomorphic classes are or where information about them is located • **No change in required buffer widths is anticipated**	10
4.1.2	Environmental Impacts	• Clarify that mitigation follows a sequence/"when mitigation is required" language – if an impact cannot be avoided, mitigation is required • Simplify and clarify applicability section, clarify "development, use, activity" • Move vegetation management regulations to Section 4.1.3 (e.g., 4.1.2.5, Revegetation Standards) • Clarify and emphasize that either use of the Single-Family Mitigation Manual or submittal of a site-specific impact analysis is required; clarify when manual can be used • Delete references that don't exist • Revisit "in perpetuity" requirement when mitigation is required (SMP 4.1.2.7) • Clarify mitigation and monitoring requirements (SMP 4.1.2.8), consider threshold (e.g., not required for > $1000) for performance, mitigation/monitoring • Clarify that new impervious surface area requires mitigation (only mentioned in Single-Family Mitigation Manual); better tie to manual	5,8,9,10

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SMP Section	Topic	Summary of Proposed Topics to Consider	Guiding Theme(s)
		• Consider new language that requires prioritizing where mitigation planting is located – has to go where it will have most ecological benefit	

4.1.3	Vegetation Management	• Relocate and revise, if needed, vegetation management-related regulations from SMP 4.1.2.5
		  ○ SMP 4.1.2.5.1 – Revegetation Standards – improve clarity
		  ○ SMP 4.1.2.5.3 – Clarify what "altered or reduced" means; when applicable?
		  ○ SMP 4.1.2.5.4 – Revise for clarity; remove requirement for offsite mitigation to be in Zone 1
		• Clarify applicability section, non-retroactive nature of regulations
		• Clarify which requirements apply to new development vs. existing development
		• SMP 4.1.3.4 – Exceptions – clarify what is allowed without City review or approval, replace this section with tree and vegetation regulations (including exemption for yard and garden activities) from critical areas ordinance, remove requirement to leave downed hazard tree on site (if left, considered sufficient mitigation)
		• SMP 4.1.3.5 – Create new section that just explains establishment of shoreline buffers (2 options); revisit HMP requirement and review process; remove references to documents that don't exist or consider programmatic approach to vegetation maintenance by City or other land managers (SOP manual, also referenced in SMP 4.1.3.7)
		• Provide mechanism for some level of significant tree removal (e.g., develop significant tree removal criteria)
		• Revisit requirements for vegetation removal/replacement outside shoreline buffer (native and non-native, significant trees)
		• SMP 4.1.3.6 – Clarify "1/3 2/3" provision; applicable to new development only?
		• SMP 4.1.3.7 – Clarify applicability, provide consistency with other vegetation maintenance provisions, define "modified area," delete minor pruning section, refer to critical areas tree and vegetation regulations, revisit requirement for clearing permit, clarify connection to SMP 4.1.4, Land Modification, as referenced, clarify utilities
		• SMP 4.1.3.7.2 – Consolidate with new section relating to just shoreline buffers, clarify what "dimensions altered" means, clarify requirement for when Zone 1 must be restored
		• SMP 4.1.3.7.3 – Clarify what "minimum necessary for public use" means, improve connection to Single-Family Mitigation Manual, clarify whether stairs need to be grated and type of mitigation required if not grated
		• SMP 4.1.3.8.1 and 3 – Revise entire sections for clarity; **no changes to size thresholds anticipated**
		• SMP 4.1.3.8.4 – View maintenance – clarify and simplify; reference critical areas tree and vegetation requirements?, delete requirement for Bluff Management Plan
			3,4,5,7, 8,9,10

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SMP Section	Topic	Summary of Proposed Topics to Consider	Guiding Theme(s)
		• SMP 4.1.3.11 – Shoreline Structure Setback View Requirements – Clarify applicability, relocate option to build in Zone 2 language, correct figure references, simplify language, clarify what constitutes "most waterward point"	
4.1.4	Land Modification	• Eliminate requirement for clearing permit for "all clearing" to allow for nominal landscaping activities (e.g., 25 cubic yards/200 square foot thresholds) • Clarify language, better integrate with other sections	9,10
4.1.6	Water Quality and Stormwater Management	• Integrate new (2016) stormwater regulations (BIMC 15.20) • Add direct discharge criteria (i.e., when is one allowed? Considered necessary?) • Update wood treatment regulations per agency guidelines • Improve consistency with Single-Family Mitigation Manual	6,10
Appendix D	Single-Family Mitigation Manual	• Better integrate into code language – when it can be used and how it relates to vegetation management requirements • Provide alternatives to rain garden for new impervious surface area; clarify where rain garden must be located when required (inside or outside shoreline buffer) • Update per current agency guidance/requirements (e.g. Corps of Engineers, WDFW)	4,5,6, 8,9,10
5.3	Boating Facilities	• Revisit liveaboard threshold (currently 10 percent) • Revisit management and operations (implementation)	8,10
6.3	Overwater Structures	• Improve consistency with Single-Family Mitigation Manual and other agency mitigation requirements • Clarify grammar in prohibitions section • Clarify length thresholds (how to determine) • Clarify buoy density	7,8,9,10
8.0	Definitions	• Add missing definitions (e.g., significant tree, alteration, redevelopment) • Clarify definitions	10
Appendix A	Shoreline Designation Map	• Correct inconsistencies between paper and GIS maps (one identified) • Correct error (one identified) • **No changes to shoreline designations anticipated other than corrections**	10
Appendix E	Special Area Maps	• Include corrected maps • Consider construction limit lines for Manzanita Bay and Fletcher Bay	7,10
All	Global edits	• Clerical and implementation efficiency edits anticipated in every section	10
--	Climate Change/Sea Level Rise	• Incorporate climate adaptation/sea level rise into goals, policies and regulations.	6
5.2	Aquaculture	• To be included in amendment pending outcome of current limited amendment.	7,10

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Comments from Commissioner Osmond on proposed amendments to SMP Chapter 4.1.5 Critical Areas, integrating the Critical Areas Ordinance (CAO) into the SMP. The referenced SMP page numbers come from the Public Comment version of the proposed SMP amendments that was posted for the May 24, 2018 Planning Commission public hearing.

Revisions to respond to comments in blue.
Staff notes in red.

1. SMP pg. 107, Section 4.1.5.1. First sentence, proposed addition at the end of the sentence: ~~"unless identified as exempt in BIMC 16.20.040 (CAO)",~~ "unless listed as an allowed activity in Section 4.1.5.6, Section 4.1.5.9.10, or Section 4.1.5.12.7" to make clear that if an area is exempt from being a critical area under the CAO, it is also exempt from being a critical area under the SMP. If this is not correct, it would be helpful to provide an explanation as to why the critical area exemptions under the CAO would not be the same under the SMP.

Staff recommends adding a section titled, "Allowed Activities within Critical Areas" after Policies (would be Section 4.1.5.6, subsequent sections would be renumbered). This section would include a subset of the exemptions listed in BIMC 16.20.040 (CAO). Activities that are listed exemptions in WAC 173-27-040 will not be included, since that is redundant. Section would read:

The following activities are allowed within critical areas and do not require review for compliance with critical area regulations. Any activity not subject to critical areas regulations that constitutes development pursuant to Section 8, Definitions, is subject to applicable review under this Program.

Exempt activities in BIMC 16.20.040 would be listed (see page 6).

2. SMP pg. 109, Section 4.1.5.5 Policies. I believe these policies should be CAO policies, and not general SMP policies, since Section 4.1.5 is the Critical Areas section of the SMP. The first policy would then read "Provide a level of protection to critical areas that protects, maintains and restores these areas, achieves no net loss of their functions and values and allows for reasonable use of public and private property." This is consistent with CAO policy at BIMC 16.20.010 (A), Purpose and Intent.
The 3rd policy on SMP pg. 110 does not pertain to critical areas and should be deleted. The 4th policy on SMP pg. 110 should replace the words "shoreline ecological function and process" with "critical area ecological functions and values."

4.1.5.~~3~~5 Policies

1. Provide a level of protection to critical areas that protects, maintains and restores these areas, achieves no net loss of their functions and values and allows for reasonable use of public and private property ~~assures no net loss of shoreline ecological functions necessary to sustain shoreline natural resources.~~

~~1. Protect shoreline resource areas, including but not limited to critical areas, including:~~

~~a. Critical Aquifer Recharge Areas~~

~~b. Fish and Wildlife Habitat Conservation Areas~~

~~c. Frequently Flooded Areas~~

~~d. Geologically Hazardous Areas~~

~~e. Wetlands~~

~~f. Critical Saltwater and Freshwater Habitat Areas~~

~~g. Critical Habitat~~

2. Encourage development proposals to include elements of preservation, conservation, restoration, or enhancement of critical areas, including saltwater habitat and fish and wildlife conservation areas, through incentives and ecosystem-wide restoration planning.

~~3. Locate, design, construction, and manage all shoreline uses and activities in ways that assure no net loss of shoreline ecological functions and ecosystem-wide processes, and protect critical saltwater habitat, including fish and wildlife habitat conservation areas.~~

~~3~~4. ~~Locate and design shoreline uses, activities, and/or development to avoid risks to people and property. See also Section 3.0, Shoreline Designation Policies and Regulations, for additional provisions.~~

~~5. Ensure that proposed shoreline uses, activities and/or development proposed adjacent to critical areas or their buffers, will not adversely impact shoreline ecological functions and/or ecosystem-wide process or critical areas, fish and wildlife habitat conservation areas and critical saltwater habitat.~~

~~3~~4~~6~~. Promote ~~and manage~~ water-related shoreline uses and activities, such as public access and recreation, that are compatible with critical areas, provided they do not result in a net loss ~~of~~ critical area ecological functions and values ~~shoreline ecological function and process~~.~~adversely impact ecological function.~~

~~7. Monitor critical areas, including critical saltwater habitats, and fish and wildlife habitat conservation areas, to assure that these areas are not being adversely impacted by approved development or restoration projects.~~

3. SMP pg. 116, Subsection 3. Development Standards-General (b) – do we need to add critical areas exemptions in the CAO here, for the reasons discussion in (1) above? See (1), above.

5. SMP pg. 122 – do we need to add CAO Section 16.20.110(E)(8)(b), regarding buffer width reductions, following the discussion of Buffer Modifications, to make the SMP consistent with the CAO?

Department of Ecology staff indicated that outright buffer reduction is not consistent with the SMA, so this provision was not included in the SMP. Ecology has determined that you cannot achieve the no net loss standard with straight buffer reduction.

6. SMP pg. 126 – do we need to add CAO Section 16.20.110(G) (9-11), regarding fencing and signs, forest practices and road and street repair and constructions, to make the SMP consistent with the CAO?

Additions to Section 4.1.5.9.10:

g. Fencing and Signs. Prior to approval or issuance of permits for land divisions or other new development, the director may require that the common boundary between a required buffer and the

adjacent lands be identified using fencing or permanent signs. In lieu of fencing or signs, alternative methods of buffer identification may be approved when such methods are determined by the director to provide adequate protection ~~to~~ for the buffer.

h. Forest Practice, Class IV General and Conversion Option Harvest Plans (COHPs). All timber harvesting and associated development activity, such as construction of roads, shall comply with the provisions of this chapter, and the Stormwater Management standards in Chapters 15.20 and 15.21 BIMC, including the maintenance of buffers, where required.

i. Road/Street Repair and Construction. Any private or public road or street expansion or construction which may be allowed in a Fish and Wildlife Habitat Conservation Area or its buffer shall comply with the following minimum development standards:

i. No other reasonable or practicable alternative exists and the road or street crossing serves multiple properties whenever possible;

ii. Expansion or construction of any private or public road shall only be allowed when adverse impacts can be avoided;

iii. Public and private roads should provide for other purposes, such as utility crossings, pedestrian or bicycle easements, viewing points, etc.; and

iv. The road or street construction is the minimum necessary, as required by the Department of Public Works, and shall comply with the Department of Public Works' guidelines to provide public safety and mitigated stormwater impacts.

v. Construction time limits shall be determined in consultation with Washington Department of Fish and Wildlife in order to ensure habitat protection.

7. SMP pg. 126 – do we need to add CAO Section 16.20.120 Frequently Flooded Areas to the SMP?

No. The CAO references BIMC 15.16, Flood Damage Prevention. The SMA does not require local SMPs to have a section on frequently flooded areas.

8. SMP pg. 127 – I suggest changing Paragraph 4 Regulations- General to Development Standards-General to make it consistent with the rest of the SMP.

4. Regulations – Development Standards ~~General.~~ The following development standards apply to all activities within any geologically hazardous area or associated landslide hazard area setback:

9. SMP pg. 132 Section 4.1.5 Regulations – Bluff Drainage – I suggest removing this as a separate section and including the text in the Development Standards-Landslide Hazard Areas section.

This section was left as-is (as a separate section) because it will most likely be revised when Section 4.1.6, Water Quality and Stormwater Management, is revised in the Phase 2 SMP Amendment. If this section moves to Section 4.1.6, it will be easier to move it if it is a separate section and not embedded within the landslide hazard areas section.

10. SMP pg. 137 – after c. Surface Water Management, do we need to add CAO Section 16.20.140(H)(4) regarding trails and trail related facilities, to make the SMP consistent with the CAO?

Additions to Section 4.1.5.12.7:

d. Trails and Trail-Related Facilities. Construction of public and private trails and trail-related facilities, such as benches and viewing platforms, are allowed in wetlands or wetland buffers only when the following standards are met:

i. Trails and related facilities shall be placed on existing road grades, utility corridors, or any other previously disturbed areas if present at the site and consistent with trail planning objectives.
ii. Trails and related facilities shall be planned to minimize removal of trees, soil disturbance, and maintain existing hydrological characteristics, shrubs, snags, and important wildlife habitat.
iii. Viewing platforms and benches, and access to them, shall be designed and located to minimize disturbance of wildlife habitat and/or critical characteristics of the affected wetland. Viewing platforms shall be limited to one hundred (100) square feet in size, unless demonstrated through a wetland critical areas report and mitigation plan that a larger structure will not result in a net loss of wetland functions.
iv. Trail planning shall utilize mitigation sequencing in Section 4.1.2.6.1 to first avoid siting trail and trail-related facilities within wetlands and their required buffers. Trails and trail-related facilities are allowed within wetlands or wetland buffers if there are no reasonable alternatives for meeting an applicant's trail planning objectives and it is demonstrated through a wetland critical areas report and mitigation plan that the proposal will not result in a net loss of wetland functions.
v. Trails shall be limited to non-motorized use. Trail width shall not exceed six feet unless there is a demonstrated need, subject to review and approval by the director. Trails shall be constructed with pervious materials unless otherwise approved by the director.

11. SMP pg. 138 – prior to the Wetland Buffers section, do we need to add CAO Section 16.20.140(H)(6) regarding parks, to make the SMP consistent with the CAO?

Additions to Section 4.1.5.12.7:

e. Parks. Development of public park and recreation facilities may be allowed; provided, that no alteration of wetlands or wetland buffers is allowed except as allowed in Section 4.1.5.6 (Allowed Activities within Critical Areas) and Section 4.1.5.12.7 (Allowed Activities within Wetlands).

12. SMP pg. 142 – do we need to add CAO Section 16.20.140(I)(8) regarding buffer width reduction, to make the SMP consistent with the CAO?

Department of Ecology staff indicated that outright buffer reduction is not consistent with the SMA, so this provision was not included in the SMP. Ecology has determined that you cannot achieve the no net loss standard with straight buffer reduction.

13. SMP pg. 146 – do we need to add CAO Section 16.20.140(J)(6) regarding monitoring to make the SMP consistent with the CAO?

No. Monitoring requirements for critical areas within the shoreline will use the SMP monitoring requirements, provided in Section 4.1.2.8, which was revised to reference critical area reports in

Section 4.1.5.14. There is no reason to have distinct monitoring requirements for critical areas vs. shoreline areas.

14. SMP pg. 148 – following the table, do we need to add CAO Section 16.20.160, regarding performance and maintenance sureties and compliance and enforcement, to the SMP to make it consistent with the CAO?

No. Performance and maintenance sureties, compliance, and enforcement for critical areas within the shoreline will use the SMP requirements, provided in Section 4.1.2.7 and Section 7.0, respectively. There is no reason to have distinct requirements for critical areas vs. shoreline areas.

Language in the fish and wildlife habitat conservation area and wetlands sections should be revised to clarify that some activities are allowed, but must follow certain standards. The CAO requires a minor critical area permit for these under the "standards for specific development, uses and activities" in each section. Since a critical area permit cannot be required in the shoreline jurisdiction, clarifying language is needed to allow these activities pursuant to these standards.

Proposed revised language for SMP Section 4.1.5.12.7:

Allowed activities within wetlands ~~Standards for specific development, uses and activities~~. The following development, uses and activities may be allowed within wetlands and their required buffers. Any proposal for the following development shall comply with the standards below ~~of this Section~~ and other applicable state, federal and local regulations.

Proposed revised language for SMP Section 4.1.5.9.10:

Allowed activities within fish and wildlife habitat conservation areas. ~~Standards for specific development, uses and activities.~~ The following development, uses and activities may be allowed within fish and wildlife habitat conservation areas and their buffers. Any proposal for the following development shall comply with the standards below ~~of this Section~~ and other applicable state, federal and local regulations. The director may waive the requirement for a HMP when project impacts are demonstrated to be de minimis through mitigation sequencing pursuant to Section 4.1.2.6.

The following activities are allowed within critical areas and do not require review for compliance with critical area regulations. Any activity not subject to critical areas regulations that constitutes development pursuant to Section 8, Definitions, is subject to applicable review under this Program.

Existing BIMC 16.20.040, Exemptions, shown below. Strikethrough activities will not be included in the SMP because they are already listed exemptions per WAC 173-26-040.

~~1. Emergency activities necessary to prevent an unanticipated and immediate threat to public health, safety or welfare or an immediate risk of danger to property which requires action within a time frame too short to allow compliance with this chapter. The person or agency undertaking such action shall notify the director within one working day following commencement of the emergency activity. Within 30 days, the director shall determine if the action taken was within the scope of the emergency actions allowed in this subsection. If the director determines that the action taken, or any part of the action taken, was beyond the scope of an allowed emergency action, then enforcement provisions of BIMC 16.20.170 shall apply.~~

~~After the emergency, the landowner shall fully fund and conduct necessary restoration and/or mitigation for any impacts to the critical area and buffers resulting from the emergency action in accordance with an approved critical areas report and mitigation plan. Restoration and/or mitigation activities must be initiated within one year of the date of the emergency and completed in a timely manner.~~

~~2. Existing and ongoing agricultural activities. For the purpose of this chapter, "existing and ongoing" means the activity has been conducted and/or maintained within the past five years under a farm management plan or other best management practices not resulting in a net loss of critical area functions and values. New or expanded agricultural uses, activities, and accessory structures are not considered "existing and ongoing," unless specifically intended for animal manure management and located to avoid adverse impacts to critical areas and their buffers. Existing, ongoing agricultural activities shall comply with applicable water quality regulations set forth in BIMC 15.20 and utilize best management practices to protect and enhance water quality.~~

~~3. Normal and routine repair and maintenance of existing structures that will not further impact or alter critical areas or buffers.~~

4. Normal and routine yard and garden activities including, but not limited to, cutting and mowing lawns, weeding, removal of noxious and invasive species, harvesting and replanting of garden plants and crops, incidental vegetable gardening, and pruning and planting of noninvasive ornamental vegetation, intended to maintain the general condition and extent of such areas; provided, that such activities are limited to legally existing yard and garden areas, do not further expand into critical areas or associated buffers, do not significantly alter topography, and do not diminish water quality or quantity. Normal and routine activities cannot result in a change to the location, size at the ground level or configuration of existing yard and garden areas. ~~Normal and routine activities do not include tree and vegetation activities pursuant to BIMC 16.20.090.B that require a critical area permit and city pre-approval.~~

~~5. Normal and routine repair, maintenance and operation of existing retention/detention facilities, biofilters and other stormwater management facilities, irrigation and drainage ditches, and fish~~

~~ponds; provided, that such activities shall not involve conversion of any wetland not currently being used for such activity. Any maintenance of ponds located in fish and wildlife habitat conservation areas shall require approval from the Washington Department of Fish and Wildlife.~~

~~6. Normal and routine repair and maintenance of existing utility structures within a right-of-way or existing utility corridor or easement, including the cutting, removal and/or mowing of vegetation above the ground that utilizes best management practices and does not expand the use, activity or structure further into any critical area.~~

7. Class I, II and III forest practices regulated pursuant to Chapter 76.09 RCW.

8. Minor site investigative work. Work necessary for land use review submittals, such as surveys, soil logs, percolation tests, and other related activities, where such activities do not require a ~~critical area~~ clearing permit pursuant to ~~BIMC 16.20.090~~ Section 4.1.3 or construction of new roads. In every case, impacts to the critical area shall be minimized and disturbed areas shall be immediately restored. Minor site investigative work may include educational and scientific research activities.

9. Activities within the improved right-of-way. Replacement, modification, installation, or construction of utility facilities, lines, pipes, mains, equipment, or appurtenances, when such facilities are located within the improved portion of the public right-of-way or easement of a private street, except those activities that alter a wetland or watercourse, such as culverts or bridges, or result in the transport of sediment or increased stormwater.

10. The installation of low impact fencing within critical area buffers provided the location does not result in restricting wildlife movement, the location and installation is the least impactful to the critical area and buffer as possible, and there is no alternative to fencing to achieve the purpose of the fence.

11. Signs for marking critical area boundaries, interpretive signs and survey markers or property boundaries.

12. Development, uses or activities within critical aquifer recharge areas that do not have the potential to generate a pollutant identified as a potential source of drinking water contamination pursuant to BIMC 16.20.100.B.3.b and are outside an Aquifer Recharge Protection Area (ARPA) if one has been designated pursuant to BIMC 16.20.100.E and any other critical area or its buffer or setback.

~~B. The following uses and activities qualify as exempt activities only after review and authorization by the city. These exempt activities do not require a critical area permit. Review and authorization may occur over-the-counter and will require a written letter of approval.~~

1. Activities within a portion of a wetland buffer or fish and wildlife habitat conservation area buffer separated from the critical area by an existing permanent substantial development, use or activity which serves to eliminate or greatly reduce the impact of the proposed activity on the critical area are exempt from establishing the full required buffer width; provided, that impacts to the critical area do not increase. The director shall review the proposal to determine the likelihood of associated impacts and may require the applicant to provide a critical areas report

prepared by a qualified professional that demonstrates through a site assessment or functional analysis that the interrupted buffer area is functionally isolated from the critical area. The director shall consider the hydrologic, geologic, and/or biological habitat connection potential and the extent and permanence of the physical separation.

~~2. Fish, Wildlife and Wetland Restoration Activities. Fish, wildlife, and/or wetland restoration or enhancement activities not required as project mitigation; provided, that the project is approved by the jurisdictional agency (Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, or other appropriate local, state, federal, or tribal jurisdiction) or is consistent with the intent and purpose of this Chapter provided in BIMC 16.20.010.~~

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: 8:30 PM Ordinance No. 2018-28 Relating to 2018 Federal Emergency Management Agency Floodplain Code Amendment – Planning

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to set a public hearing on Ordinance No. 2018-28 to be held as part of the August 14, 2018 business meeting.

SUMMARY:
Ordinance No. 2018-28 relates to flood damage prevention and amends Section 15.16.050 of the Bainbridge Island Municipal Code.

FISCAL IMPACT:

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

BACKGROUND: The flood hazard areas of the City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. The City regulates flood hazard areas through Chapter 15.16 BIMC.

The City participates in the National Flood Insurance Program ("NFIP"). The NFIP aims to reduce the impact of flooding on private and public structures. It does so by providing affordable insurance to property owners, renters, and businesses and by encouraging communities to adopt and enforce floodplain management regulations. These efforts help mitigate the effects of flooding on new and improved structures. Overall, the

program reduces the socio-economic impact of disasters by promoting the purchase and retention of general risk insurance, but also of flood insurance, specifically.

To ensure the continued availability of the NFIP to property owners on Bainbridge Island, the City is required to administer and enforce the floodplain regulations contained in Chapter 15.16 BIMC. The Washington State Department of Ecology ("Ecology") assists local governments with the NFIP by providing technical assistance, flood ordinance reviews, and community assistance visits.

David Radabaugh, Floodplain Management Specialist for Ecology, met with City staff for a community assistance visit to review the City's procedures for administrating and enforcing Chapter 15.16 BIMC. That community assistance visit resulted in a suggestion from Ecology to amend Chapter 15.16 BIMC in order to ensure City compliance with NFIP and state floodplain regulations. Ecology's specific recommendation is a discrete amendment that would make clear that certain survey work must be completed by a licensed surveyor, rather than by an engineer.

Ordinance No. 2018-28 proposes to adopt Ecology's recommended amendment to Chapter 15.16 BIMC, which will enable the City to continue to participate in the NFIP, allowing eligible property owners on Bainbridge Island to continue to purchase flood insurance through the NFIP.

ATTACHMENTS:

Ordinance No 2018-28 - FEMA Floodplain Code Update

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-28

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to flood damage prevention and amending Section 15.16.050 of the Bainbridge Island Municipal Code.

WHEREAS, the City's Comprehensive Plan establishes goals and policies for flood damage prevention; and

WHEREAS, under Chapter 36.70A RCW, the Growth Management Act, development regulations must be adopted that implement the City's Comprehensive Plan; and

WHEREAS, Chapter 15.16 BIMC implements the goals and policies of the City's Comprehensive Plan related to flood damage prevention; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") manages the National Flood Insurance Program ("NFIP"), which aims to reduce the impact of flooding on public and private structures by providing affordable flood insurance to property owners and by encouraging local governments to adopt and enforce floodplain management regulations; and

WHEREAS, to ensure the continued availability of the NFIP to property owners on Bainbridge Island, the City is required to administer and enforce the floodplain regulations contained in Chapter 15.16 BIMC; and

WHEREAS, the Washington State Department of Ecology ("Ecology") assists local governments with the NFIP by providing technical assistance, flood ordinance reviews, and community assistance visits; and

WHEREAS, David Radabaugh, Floodplain Management Specialist for Ecology, met with City staff for a community assistance visit to review the City's procedures for administrating and enforcing Chapter 15.16 BIMC; and

WHEREAS, that community assistance visit resulted in a suggestion from Ecology to amend Chapter 15.16 BIMC in order to ensure the City's compliance with NFIP and state floodplain regulations; and

WHEREAS, on August 14, 2018, the City Council held a public hearing on Ecology's recommended amendment to Chapter 15.16 BIMC.

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

Section 1. Section 15.16.050.L.2 of the Bainbridge Island Municipal Code is amended to read as follows:

> A registered professional ~~engineer or~~ surveyor shall obtain and certify the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-30, VE, and V on the community's FIRM and whether or not such structures contain a basement. The local administrator shall maintain a record of all such information.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this ___ day of _____, 2018.

APPROVED BY THE MAYOR this ___ day of _____, 2018.

/s/_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

/s/_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 20, 2018
PASSED BY THE CITY COUNCIL:	2018
PUBLISHED:	2018
EFFECTIVE DATE:	2018
ORDINANCE NUMBER:	2018-28

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: 8:40 PM Interlocal Agreement and Use Agreement for RideAlong Application – Police

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:
I move to forward for approval with the August 14, 2018, consent agenda both the Interlocal Agreement for RideAlong Labs Services and the RideAlong App Use Agreement.

SUMMARY:
Consideration of Interlocal Agreement and Use Agreement for RideAlong Application.

FISCAL IMPACT:

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

BACKGROUND: The Kitsap County Sheriff's Office has obtained grant funding to purchase and implement the "RideAlong" software application for use by law enforcement personnel to facilitate and enhance interactions between law enforcement officers and individuals with mental health issues with the aim of reducing incarceration and recidivism. Under the terms of the proposed Interlocal Agreement for RideAlong Labs Services, representatives from law enforcement agencies within the county will meet periodically as members of a Crisis Intervention Team ("CIT") to develop or review response plans for individuals with mental health issues that will be used when law enforcement officers interact with those individuals. Bainbridge Island officers will have access to the individual response plans through the RideAlong application.

While the City will need to execute a separate RideAlong App Use Agreement with RideAlong Labs Inc. in order to access the RideAlong application, the Kitsap County Sheriff's Office has already paid the RideAlong application software, services, and license fees for the City for three (3) years, commencing on April 15, 2018.

At the end of the three year period, both the Interlocal Agreement for RideAlong Labs Services and the RideAlong App Use Agreement will terminate unless renewed by mutual consent of the parties.

ATTACHMENTS:

Interlocal Agreement for RideAlong Labs Services

RideAlong App Use Agreement

FISCAL DETAILS:

Fund Name(s):

Coding:

AN INTERLOCAL AGREEMENT FOR
RIDEALONG LABS SERVICES

THIS INTERLOCAL AGREEMENT FOR RIDEALONG LABS INC SERVICES ("Agreement") is made and entered into by and among Kitsap County, the City of Bainbridge Island, the City of Bremerton, the City of Poulsbo, the City of Port Orchard, the Suquamish Tribe, and the Port Gamble S'Kallam Tribe, collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to more efficiently provide services within their jurisdictions.

B. The Kitsap County Sheriff's Office ("KCSO") has obtained grant funding from the Kitsap County Human Services Department to purchase and implement the RideAlong Labs Inc. ("RideAlong") application, a software tool which will be made available for use to law enforcement personnel to facilitate and enhance interactions between law enforcement and individuals with mental health issues.

C. The RideAlong application is intended to provide information to assist law enforcement with the aim of reducing incarceration and recidivism of persons with mental health issues.

D. KCSO has executed a contract with RideAlong for the application and is able and willing to make the application available for use by the Parties' sworn law enforcement personnel subject to the terms and conditions in this Agreement.

E. The Parties desire to enter into this Agreement to cooperatively provide for the administration of the RideAlong application, and the corresponding activities of the Crisis Intervention Team and related policies (collectively "Program") for the benefit of law enforcement and the community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the mutual promises and covenants, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement and manage the Program, identify those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030. The Parties do not intend to create through this Agreement a separate legal or administrative entity subject to suit.

2. RESPONSIBILITIES OF THE PARTIES. The Parties acknowledge and agree as follows:

   2.1 Each Party will be required to execute a separate service agreement with RideAlong

Labs Inc. in order to obtain access to the RideAlong application and related materials and services and participate in the Program.

2.2 The Parties will work cooperatively to implement and utilize the Program, participate in user testing, and market and promote the Program to law enforcement personnel and the community.

2.3 Each Party will designate one or more law enforcement personnel to participate as active members of the Crisis Intervention Team ("CIT"). Each Party will pay all costs associated with its personnel and equipment when participating as a CIT member.

2.4 The CIT will initially meet once per week, if not more, to draft Program policies and procedures, and to review, develop, approve, upload and remove individual response plans, and perform any other functions necessary for the success of the Program. It is anticipated that the number of required CIT meetings will fluctuate, with more meetings required prior to and immediately after the launch of the Program.

2.5 The Parties agree to comply with the policies and procedures developed and adopted by the CIT for the Program.

2.6 Pursuant to RCW 10.93.040, personnel assigned to the CIT shall be considered the employees of the primary commissioning agency, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

2.7 Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations with regard to its own employees.

2.8 Personnel assigned as CIT members shall conform to their agency's rules and regulations, as well as CIT policy.

2.9 All response plans developed by CIT and made available in the RideAlong application shall be considered confidential intelligence information essential to effective law enforcement and kept confidential by the Parties, except as required by law. Each Party shall be solely responsible for the use of the application, and all associated information, by its own employees.

3. SOFTWARE AND LICENSE FEES. KCSO has obtained sufficient grant funding to pay for the RideAlong application software, services and license fees for the Parties for three (3) years, commencing on April 15, 2018. Should this Agreement be renewed or extended, each Party shall be responsible for paying the RideAlong per user license fee for their designated users of the software and associated fees. In such an event, this Agreement may

be amended to identify the amount, time, manner and method of payment. It is anticipated that KCSO, having contracted with RideAlong to provide the application, will be responsible for contract administration and the coordination of the payment of all license and associated fees to RideAlong on behalf of the Parties.

4. ADMINISTRATOR. KCSO shall function as the administrator of the Program for liaison purposes, in coordination and cooperation with the Parties. By functioning in this capacity, KCSO is not assuming responsibility or liability for the actions, or failures to act, by the other Parties and/or their respective employees.

5. DURATION. The term of the Agreement shall be coterminous with the term of the RideAlong Labs Software Services Agreement executed with KCSO, Exhibit A, not to exceed three (3) years. This Agreement may be extended or renewed by the mutual agreement of the Parties for additional consecutive terms which are coterminous with the term of the extension or renewal of the RideAlong Labs Software Services Agreement.

6. TERMINATION. Any Party may withdraw from this Agreement upon thirty (30) days prior written notice to the other Parties.

7. INDEMNIFICATION

7.1 The Parties shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on disclosure of confidential information, data breach, or infringement of protectable interest under patent, copyright, trademark, or trade secret laws.

7.2 Each Party shall save, defend, indemnify, and hold harmless the other Parties, and the other Parties' officers, employees, and agents, from and against any allegations, claims, and complaints, including reasonable attorneys' fees and costs, by third parties for any or all injuries to persons, damage to property, disclosure of confidential information, or infringement of a protected patent, copyright, trademark, or trade secret interest of such third parties, which claim arises from intentional, reckless, or negligent acts or omissions of the Party, its officers, employees, or agents. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

7.3 Waiver Sovereign Immunity. The tribes voluntarily provide a limited express waiver of sovereign immunity with respect to the interpretation and enforcement of this Agreement, and its obligations and duties under this Agreement. This

waiver of sovereign immunity shall extend to all suits filed during the term of this Agreement or within the statute of limitation for any cause of action arising, and during the time-frame whereby the tribes may legally be joined or otherwise added as a party to any claim, action or suit. Additionally, the tribes each expressly agree to a waiver of sovereign immunity as a defense to the enforcement of the Agreement up to the limits of its insurance policy in connection with the enforcement of the rights of the other Parties to this Agreement related to the indemnity provisions contained in this section.

7.4 The provisions of Section 7 shall survive for three years after the expiration or termination of this Agreement.

8. PROPERTY. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party using this Agreement shall be held by the acquiring Party.

9. NONDISCRIMINATION. No Party shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

10. GOVERNING LAW/VENUE

10.1 The Agreement shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions. Any action arising out of, related to or in connection with this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10.2 Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.

11. EFFECTIVE DATE/FILING. This Agreement will take effect when executed by KCSO and one other Party. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

12. NOTICE. All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

13. COMPLIANCE WITH REGULATIONS AND LAWS. The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

14. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterparts deemed an original. In the event that fewer than all named parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.

16. INDEPENDENT CAPACITY. The employees and agents of each Party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that Party and shall not be considered, for any purpose, to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents or contractors of another Party to this Agreement. All rights, duties and obligations of a Party shall remain with that Party.

17. CHANGES, MODIFICATIONS, AND AMENDMENTS. This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.

18. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by a Party in whole or in part, without the express prior written consent of all other Parties and RideAlong Labs, Inc.

19. DISPUTES. In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this Agreement shall appoint a member to the dispute board. The dispute board shall evaluate the facts, the terms of the Agreement and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties.

20. WAIVER. A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.

21. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

22. SURVIVAL. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, Section 2 (Responsibilities of the Parties, Section 7 (Indemnification), and Section 10 (Governing Law/Venue).

23. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

24. ENTIRE AGREEMENT. This Agreement, and Exhibit A, contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.

25. AUTHORIZATION. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

[*Signatures appear on the following pages*]

Approved and executed this ___ day of _____, 2018

COUNTY OF KITSAP

APPROVED:

_____
GARY SIMPSON,
Kitsap County Sheriff

APPROVED AS TO FORM:

_____
TINA R. ROBINSON
Kitsap County Prosecuting Attorney

APPROVED:

KITSAP COUNTY BOARD OF COMMISSIONERS
PORT ORCHARD, WASHINGTON

_____ Dated: _____
ROBERT GELDER, Chair

_____ Dated: _____
EDWARD E. WOLFE, Commissioner

_____ Dated: _____
CHARLOTTE GARRIDO, Commissioner

ATTEST

_____
DANA DANIELS, Clerk of the Board

Approved and executed this ___ day of_____, 2018

CITY OF PORT ORCHARD

APPROVED:

_____
GEOFFREY C. MARTI
Chief of Police

Dated: _____

APPROVED:

_____
ROBERT PUTAANSUU
Mayor

Dated: _____

APPROVED AS TO FORM:

_____
SHARON CATES, City Attorney

ATTEST:

_____
BRANDY RINEARSON, City Clerk

Approved and executed this ___ day of_____, 2018

CITY OF POULSBO

By: _____

_____, Chief of Police

By: _____
BECKY ERICKSON, Mayor

APPROVED AS TO FORM

_____

_____, City Attorney

Date: _____

ATTEST

_____

_____, City Clerk

Date: _____

Approved and executed this ___ day of_____, 2018

CITY OF BREMERTON

APPROVED:

_____
JIM BURCHETT
Chief of Police

APPROVED:

_____
GREG WHEELER
Mayor

APPROVED AS TO FORM:

_____
ROGER LUBOVICH, City Attorney

ATTEST:

_____
SHANNON L. CORIN, City Clerk

Approved and executed this ___ day of_____, 2018

CITY OF BAINBRIDGE ISLAND

APPROVED:

_____

Douglas Schulze
City Manager

Dated: _____

APPROVED AS TO FORM:

_____
JOE LEVAN, City Attorney

ATTEST:

_____
CHRISTINE BROWN, City Clerk

Approved and executed this ___ day of_____, 2018

SUQUAMISH TRIBE

By: _____

_____

Title: _____

Approved and executed this ___ day of_____, 2018

PORT GAMBLE S'KALLAM TRIBE

By: _____

_____

Title: _____

ATTACHMENT A
KITSAP COUNTY RIDEALONG SERVICES AGREEMENT

RIDEALONG APP USE AGREEMENT

This RideAlong App Use Agreement ("**Agreement**") is entered into and effective as of the later of the signature dates below ("**Effective Date**") by and between RideAlong Labs Inc. ("**RideAlong**") and the City of Bainbridge Island ("**Agency**") concerning Agency's access and use of the proprietary behavioral health and substance abuse-related software platform that RideAlong may provide to Agency (the "**Service**").

1.1 Restrictions on Use. Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency's own non-commercial law enforcement and first responder purposes. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other RideAlong data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter provided by RideAlong in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Services, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services.

1.2 Errors. If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify the RideAlong thereof. The parties will cooperate to mitigate the impact of such error or malfunction. RideAlong may suspend use of the Service to address any such error or malfunction and Agency shall implement any reasonable corrective measures as RideAlong instructs and not use functions known to malfunction or be erroneous.

1.3 Ownership. RideAlong owns and will retains all right, title, and interest in and to the Service, and any other subject matter provided by RideAlong in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.

1.4 Agency Obligations. Agency is responsible for protecting all access controls and security credentials ("**User Credentials**") issued by Agency or RideAlong and used to access and use the Service from disclosure to or discovery by third parties and any unauthorized use by third parties, and in no event shall RideAlong be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

1.5 Reporting and Tracking. During the term of the Agreement, RideAlong will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing RideAlong with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide RideAlong with written reports every week, which reports will disclose the information specified in this section.

1.6 Data Input. Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to RideAlong or obtained from Agency in connection with the Service ("**Agency Data**") is complete and accurate. Agency Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Service and all information, analyses, and other output provided by RideAlong are based on the Agency Data as received by RideAlong, and RideAlong is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data.

Agency hereby grants to RideAlong, (a) a non-exclusive right to access, reproduce, process and otherwise use the Agency Data in connection with the provision of Service hereunder for the term of this Agreement, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service ("**Data Output**"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, RideAlong exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by RideAlong through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to, and restrictions imposed on, RideAlong under this Agreement, including under this Section 1.6, will extend to service providers and other contractors exercising such rights and licenses on RideAlong's behalf. RideAlong shall give Agency reasonable notice prior to disclosure of Identifiable Data. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other party in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. In the event of unauthorized access of Identifiable Data, RideAlong will immediately notify Agency's contract representative thereof. Upon termination or expiration of this Agreement, RideAlong shall without undue delay return to Agency, or at the option of Agency, destroy all tangible items and embodiments of Identifiable Data and all copies thereof and provide written certification of such destruction or return by a RideAlong representative.

1.7 Term and Termination. This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the expiration of the Kitsap County Sheriff's Office Agreement – RideAlong Services Agreement, dated April 15, 2018, by and between RideAlong and the Kitsap County Sheriff's Office. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party in the event of a material breach by such other party (the "**Breaching Party**") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by the non-breaching party, the non-breaching party may not terminate this Agreement. Notwithstanding the foregoing, in the event of a material breach of this Agreement, the non-breaching party shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement. RideAlong party may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, or upon modification or termination of any agreements with licensors or service providers upon which RideAlong relies to provide the Service. In the event of any expiration or termination of this Agreement, all provision that are intended to survive will survive.

1.8 Indemnification. Agency will defend RideAlong against any claim, demand, suit or proceeding ("Claim") brought against RideAlong by a third party relating to or arising out of Agency's access or use of the Service, and Agency will pay all damages finally awarded against RideAlong by a court of competent jurisdiction as a result of such Claim. RideAlong will (a) provide prompt written notice to Agency of any Claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the Claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects RideAlong without RideAlong's written approval, which shall not be unreasonably withheld, delayed, or conditioned.

1.9 Disclaimer of Warranties. THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE

FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.

1.10 Limitation of Liability. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED $15,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

1.11 Disclaimer of Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY'S USE OR MISUSE OF THE SERVICES OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE TO RIDEALONG, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.

1.12 Miscellaneous. By submitting any comments, feedback, or ideas about the Service to RideAlong ("**Feedback**"), Agency agrees that Agency's disclosure is gratuitous, unsolicited, and without restriction and will not place RideAlong under any fiduciary or other obligation, and that RideAlong is free to use the Feedback without any additional compensation to Agency. Neither party may assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

1.13 Publicity. Agency agrees and acknowledges that RideAlong may identify Agency as a customer of the Service in RideAlong's customer lists, on RideAlong's website and in its marketing, promotional, and similar materials by Agency's name and logo only.

1.14 Terms Applicable to Tribes. The following terms and conditions will apply, if Agency is recognized as a "tribe" under applicable law.

(a) **Waiver Sovereign Immunity**. Notwithstanding anything in this Agreement to the contrary, the Tribe voluntarily provides a limited express waiver of sovereign immunity with respect to the interpretation and enforcement of this Agreement, and its obligations and duties under this Agreement. This waiver of sovereign immunity shall extend to all suits filed during the term of this Agreement or within the statute of limitation for any cause of action arising, and during the time-frame whereby the Tribe may legally be joined or otherwise added as a party to any claim, action or suit. Additionally, the Tribe expressly agrees to a waiver of sovereign immunity as a defense to the enforcement of this Agreement up to the limits of its insurance policy in connection with the enforcement of the rights of RideAlong related to the indemnity provisions contained in this Agreement.

(b) **Construction**. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as

specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.

[***]

RIDEALONG

Date: _____

By: _____

Name: _____

Title: _____

Address for Formal Notice:

RideAlong Labs Inc.
155 9th Street
San Francisco, CA 94103

Attn: Katherine B. Nammacher, CEO

CITY OF BAINBRIDGE ISLAND

Date: _____

By: _____

Name: Douglas Schulze

Title: City Manager

Address for Formal Notice:

280 Madison Ave. N
Bainbridge Island, WA
98110

Attn: The City Manager

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: 8:50 PM Ordinance No. 2018-27 Amending the Start Time of City Council Regular Meetings

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to adopt Ordinance No. 2018-27, changing the start time of the City Council's regular meetings to 6:00 p.m.

SUMMARY:
The City Council previously directed staff to draft an ordinance to change the start time of the City Council's regular meetings to 6:00 p.m. from the current 7:00 p.m. start time. If adopted, Ordinance No. 2018-27 would set a start time of 6:00 p.m. for the City Council's regular meetings.

FISCAL IMPACT:

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

BACKGROUND: RCW 42.30.070 directs the City Council to specify the time for holding its regular meetings by ordinance. On Bainbridge Island, the City Council's regular meetings take the form of business meetings and study sessions. The City Council currently holds its regular meetings on the first, second, third, and fourth Tuesday of each month, starting at 7:00 p.m.

The City Council previously directed staff to draft an ordinance to change the start time of the City Council's regular meetings to 6:00 p.m. If adopted, Ordinance No. 2018-27 would set a start time of 6:00 p.m. for the City Council's regular meetings.

ATTACHMENTS:

Ordinance No. 2018-27 - Amending Start Time of City Council Regular Meetings

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-27

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the time and location of the regular meetings of the City Council.

WHEREAS, RCW 42.30.070 directs the City Council to specify the time for holding its regular meetings by ordinance; and

WHEREAS, the City Council holds its regular meetings on the first, second, third, and fourth Tuesday of each month; and

WHEREAS, the City Council has determined that the business of the City is best served by scheduling the start of its regular meetings at 6:00 p.m.

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

Section 1. Section 2.04.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

> **2.04.010 Held when.**
> The city council shall hold its regular meetings on the first, second, third, and fourth Tuesday of each month.

Section 2. Section 2.04.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

> **2.04.020 Place.**
> The meeting place for the city council regular meetings shall be at City Hall in the City Council Chambers located at 280 Madison Avenue North, Bainbridge Island, Washington.

Section 3. Section 2.04.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

> **2.04.030 Time.**
> City council regular meetings shall begin at ~~7:00~~ 6:00 p.m.

Section 4. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL ___ day of ____, 2018.

APPROVED BY THE MAYOR this ___ day of ____, 2018.

/s/_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

/s/_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 20, 2018
PASSED BY THE CITY COUNCIL:	, 2018
PUBLISHED:	, 2018
EFFECTIVE DATE:	, 2018
ORDINANCE NUMBER:	2018-27

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Agenda Bill for the Consent Agenda.

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

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

SUMMARY:
Consider approval of the following Consent Agenda items:

B. Accounts Payable and Payroll
C. Special City Council Meeting Minutes, June 26, 2018
D. Regular City Council Meeting Minutes, July 10, 2018
E. Purchase of Mobile Audio Video Cameras for Police – Police
F. Request for Proposals for 2019-2020 Human Services Awards – Executive
G. Interlocal Agreement with Kitsap Public Utility District Relating to Rockaway Beach Water System – Public Works

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Payroll and Accounts Payable

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Report **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approval of Payroll and Accounts Payable.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Payroll

Report to Council of Cash Disbursements 07-25-18

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 7 - 20 - 2018

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	7/20/2018	042232 - 042367	P/R check run - direct deposit	327,383.16
Normal	7/20/2018	108606 - 108610	P/R check run - regular	6,533.59
Vendor	7/20/2018	108611 - 108623	P/R vendor check run	129,818.74
EFTPS	7/20/2018		Federal Tax Electronic Transfer	129,530.22
			TOTAL:	**593,265.71**

Prepared and Reviewed by: Deborah Lee Date 7-19-18

Deborah Lee

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 7/19/18

Kimberly M. Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: July 9, 2018 - July 23, 2018
CITY COUNCIL: July 10, 2018 - July 24, 2018

Last check from previous run: 347981 dated 07/11/2018 issued to Zee Medical Service Co in the amount of $347.38

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	N/A	N/A		N/A
ACH	N/A	N/A		N/A
ACH	N/A	N/A		N/A
VOID	7/11/18	347923	POL/Gunarama/Void to reissue at lower amount, per statement	N/A
VOID	7/11/18	347926	UB/Howe, Shirley/Void to reissue to correct payee	N/A
Manual	7/6/18	347982	PW/Chargepoint/Network software services	1,536.92
Manual	7/6/18	347983	GEN/Kitsap Humane Society/Animal control services	5,596.83
Manual	7/11/18	347984	POL/Gunarama/Reissue at lower amount, per statement	1,761.44
Manual	7/11/18	347985	UB/Shannon, Bonnie/Reissue to correct payee	212.32
Manual	7/16/18	347986	CenturyLink/Citywide phone services July 2018	938.81
Manual	7/16/18	347987	PW/Olympic Trailer/Utility trailer purchase	3,089.69
Manual	7/16/18	347988	Puget Sound Energy/Citywide electricity June 2018	27,591.53
Manual	7/16/18	347989	US Bank/Credit card purchases June 2018	16,266.50
Manual	7/17/18	347990	ENG/Paditu/Madrona Lane, final payment	17,069.65
Manual	7/17/18	347991	ENG&POL/WA St Dept of L&I/Volunteers hours Q2 2018	50.46
			Manual Checks and Electronic Disbursements	**74,114.15**

Regular Run	7/25/18	347992-348125	**Regular Check Run**	**233,012.60**
				307,126.75

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

Prepared and Reviewed by _____ Carrie Christianson, Senior Accounting Technician

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

Karl R. Shaw 7-18-2018

Karl R. Shaw, Accounting Manager — Date

VOID cc 7/6/18 K125 7-6-18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347923	07/11/2018	VOID	8095	GUNARAMA WHOLESALE,	223548	954039	06/20/2018			-2,033.94
Invoice: 954039						POL/GLOCK SIM PISTOLS X4				
					-2,033.94	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK 347923 TOTAL:		-2,033.94
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	-2,033.94

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	2,033.94

*** GRAND TOTAL *** -2,033.94

Statement received from Barb Burns showed lower balance due to this infrequent vendor. Payment voided and invoice modified to reflect lower amount.

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 25				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			2,033.94
07/06/2018 347923 VOID	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH		2,033.94	
07/06/2018 347923 VOID	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		2,033.94	2,033.94
APP 631-130000	DUE TO/FROM CLEARING			2,033.94
07/06/2018 07/08/18 VOID				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING		2,033.94	
07/06/2018 07/08/18 VOID				
	SYSTEM GENERATED ENTRIES TOTAL		2,033.94	2,033.94
	JOURNAL 2018/07/25 TOTAL		4,067.88	4,067.88

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	25	07/06/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING	2,033.94	
001-213000					GENERAL - ACCOUNTS PAYABLE		2,033.94
					FUND TOTAL	2,033.94	2,033.94
631 CLEARING FUND	2018	7	25	07/06/2018			
631-130000					DUE TO/FROM CLEARING		2,033.94
635-111100					CASH	2,033.94	
					FUND TOTAL	2,033.94	2,033.94

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		2,033.94
631	CLEARING FUND	2,033.94	
	TOTAL	2,033.94	2,033.94

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

VOID
CC 7/11/18
KRS
7-11-18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347926	07/11/2018	VOID	7042	HOWE, SHIRLEY A	223496	70304	06/28/2018			-212.32
Invoice: 70304							UB 10954 381 FERNCLIFF AVENUE NE			
					-212.32	411	122100	WATER ACCOUNTS RECEIVABLE		
									CHECK 347926 TOTAL:	-212.32
									NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL ***	-212.32

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	212.32

*** GRAND TOTAL *** -212.32

Munis pulled old/incorrect name over from UB. VOID to reissue.

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2018 7 61					
APP 401-213000	ACCOUNTS PAYABLE				212.32
07/11/2018 347926 VOID	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH			212.32	
07/11/2018 347926 VOID	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			212.32	212.32
APP 631-130000	DUE TO/FROM CLEARING				212.32
07/11/2018 07/08/18 VOID					
APP 401-130000	DUE TO/FROM CLEARING			212.32	
07/11/2018 07/08/18 VOID					
	SYSTEM GENERATED ENTRIES TOTAL			212.32	212.32
	JOURNAL 2018/07/61 TOTAL			424.64	424.64

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
401 WATER OPERATING FUND	2018	7	61	07/11/2018			
401-130000					DUE TO/FROM CLEARING	212.32	
401-213000					ACCOUNTS PAYABLE		212.32
					FUND TOTAL	212.32	212.32
631 CLEARING FUND	2018	7	61	07/11/2018			
631-130000					DUE TO/FROM CLEARING		212.32
635-111100					CASH	212.32	
					FUND TOTAL	212.32	212.32

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		212.32
631	CLEARING FUND	212.32	
	TOTAL	212.32	212.32

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

CLERK: cchristianson INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUN	VOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE STAT	INV DATE DUE DATE	DISCOUNT AMOUNT INVOICE NET	ERROR
007042 70304		223496	FIN	2018 06	635 111100	INV	06/28/2018	.00	
HOWE, SHIRLEY A	RMT: 1	UB 10954	381 FERNCLIFF AVENUE NE			ACT	06/28/2018	212.32	
INVOICE: 70304									
411 122100		ACCT REC		N 1			212.32		

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

Added remit # 1, correct name.

CITY OF BAINBRIDGE ISLAND
UTILITY BILLING
280 Madison Avenue N.
Bainbridge Island, WA 98110-1812

EMAIL: finance@bainbridgewa.gov
BILLING QUESTIONS: (206) 780-8603
EMERGENCY AFTER HOURS: 911

• SEE REVERSE SIDE FOR ADDITIONAL INFORMATION •

ACCOUNT NO	BILL NO	BILLING DATE	DUE DATE	PAST DUE	CURRENT DUE	TOTAL DUE
10954	352148	06/26/2018	07/20/18	$-284.68	$72.36	$-212.32

Customer Name: SHANNON, BONNIE
Service Address: 381 FERNCLIFF AVENUE NE

EXPLANATION OF CURRENT CHARGES

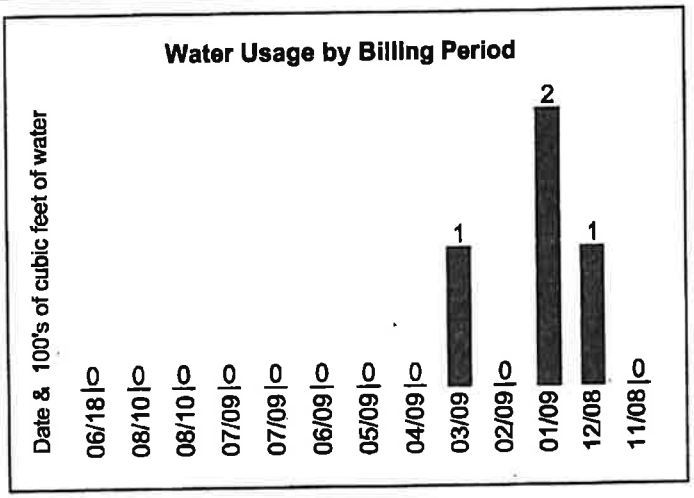
Previous Balance:	**$89.22**
Payments:	$433.93
Adjustments/Penalties:	$60.03
Misc. Credits:	$0.00

Current Charges from 05/15/2018 to 06/19/2018

Water Base /sngl Fam Sfr 3/4"	$12.56
Water Volume S/mfr Per 100cf	$0.00
Sewer Base /sngl Fam Res Sfr	$49.80
Sewer Vol S/mfr /100 Cf /unit	$0.00
New Account Set Up Fee/ Owner	$10.00

Total Charges Summary: **$-212.32**

Days in Cycle: 42 - Cost per day: $1.72
Starting: May-15 through June-19



THIS IS YOUR LAST BILL FOR THIS PROPERTY.
PLEASE PAY PROMPTLY.

FINAL BILL * FINAL BILL

View or Pay your account on-line at: CITYOFBI.AFTS.COM
Pay-By-Phone: (206) 521-5127
Payment dropbox is located on the East end of our building by disabled parking.

CID# 1009 **The due date on this bill does not extend the due date of any previous balance.**
Refer to other side for Correspondence Address & Billing and Delinquency Policies

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CITY OF
BAINBRIDGE ISLAND
UTILITY BILLING
280 Madison Avenue N.
Bainbridge Island, WA 98110-1812
Email: finance@bainbridgewa.gov
Billing: (206) 780-8603 • Fax (206)842-5741

Pay by Phone (206) 521-5127
Web-Pay: CITYOFBI.AFTS.COM

ACCOUNT NO.	BILLING DATE	DUE DATE	PAST DUE
10954	06/26/2018	**07/20/18**	
SERVICE ADDRESS			CURRENT DUE
381 FERNCLIFF AVENUE NE			$72.36
BILL NO.	ENTER AMOUNT PAID BELOW		TOTAL DUE
352148			**$-212.32**

1009 - 42/ 1.72

• Make Checks Payable to City of Bainbridge Island •

11 1 SP 0.470 6 / 6 1-1-11
SHANNON, BONNIE
5404 139TH ST SE
EVERETT WA 98208-9455

CITY OF BAINBRIDGE ISLAND
280 MADISON AVE N.
BAINBRIDGE ISLAND, WA 98110-1812

Click Here To Pay Online

☐ Check box when information is entered on reverse side of this stub

Manual @ 7/6/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347982	07/06/2018	PRTD	8979	CHARGEPOINT	223678	39259	04/26/2018		M070618	1,536.92
Invoice: 39259							PW/NETWORK SOFTWARE SVCS			
					1,536.92	73011318 54110000735	CAR CHARGING STATION-PROF SVCS			
								CHECK 347982 TOTAL:		1,536.92
347983	07/06/2018	PRTD	315	KITSAP HUMANE SOCIET	223679	1532	04/01/2018		M070618	5,596.83
Invoice: 1532							KITSAP HUMANE SOCIETY ANNUAL C			
					5,596.83	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
								CHECK 347983 TOTAL:		5,596.83
						NUMBER OF CHECKS 2		*** CASH ACCOUNT TOTAL ***		7,133.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	7,133.75

*** GRAND TOTAL *** 7,133.75

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 24				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		7,133.75	
07/06/2018 M070618 070618	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			7,133.75
07/06/2018 M070618 070618	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		7,133.75	7,133.75
APP 631-130000	DUE TO/FROM CLEARING		7,133.75	
07/06/2018 M070618 070618				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			7,133.75
07/06/2018 M070618 070618				
	SYSTEM GENERATED ENTRIES TOTAL		7,133.75	7,133.75
	JOURNAL 2018/07/24 TOTAL		14,267.50	14,267.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	24	07/06/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		7,133.75
001-213000					GENERAL - ACCOUNTS PAYABLE	7,133.75	
					FUND TOTAL	7,133.75	7,133.75
631 CLEARING FUND	2018	7	24	07/06/2018			
631-130000					DUE TO/FROM CLEARING	7,133.75	
635-111100					CASH		7,133.75
					FUND TOTAL	7,133.75	7,133.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		7,133.75
631	CLEARING FUND	7,133.75	
	TOTAL	7,133.75	7,133.75

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

Manual (reprint) @ 7/11/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347984	07/11/2018	PRTD	8095	GUNARAMA WHOLESALE,	223548	954039	06/20/2018		07/08/18	1,761.44
Invoice: 954039						POL/GLOCK SIM PISTOLS X4				
					2,033.94	53011212 531100	PD-C/E-PATROL SUPPLIES			
					-272.50	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK 347984 TOTAL:			1,761.44
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			1,761.44

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	1,761.44

*** GRAND TOTAL *** 1,761.44

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 62				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		1,761.44	
07/11/2018 07/08/18 071118	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			1,761.44
07/11/2018 07/08/18 071118	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		1,761.44	1,761.44
APP 631-130000	DUE TO/FROM CLEARING		1,761.44	
07/11/2018 07/08/18 071118				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			1,761.44
07/11/2018 07/08/18 071118				
	SYSTEM GENERATED ENTRIES TOTAL		1,761.44	1,761.44
	JOURNAL 2018/07/62 TOTAL		3,522.88	3,522.88

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	62	07/11/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		1,761.44
001-213000					GENERAL - ACCOUNTS PAYABLE	1,761.44	
					FUND TOTAL	1,761.44	1,761.44
631 CLEARING FUND	2018	7	62	07/11/2018			
631-130000					DUE TO/FROM CLEARING	1,761.44	
635-111100					CASH		1,761.44
					FUND TOTAL	1,761.44	1,761.44

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,761.44
631	CLEARING FUND	1,761.44	
	TOTAL	1,761.44	1,761.44

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

Manual (reprint)

CC 7/11/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347985	07/11/2018	PRTD	7042	BONNIE SHANNON	223496	70304	06/28/2018		07/08/18	212.32
Invoice: 70304						UB 10954 381 FERNCLIFF AVENUE NE				
					212.32 411	122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 347985 TOTAL:		212.32

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 212.32

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	212.32

*** GRAND TOTAL *** 212.32

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 64				
APP 401-213000	ACCOUNTS PAYABLE		212.32	
07/11/2018 07/08/18 REPRNT	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			212.32
07/11/2018 07/08/18 REPRNT	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		212.32	212.32
APP 631-130000	DUE TO/FROM CLEARING		212.32	
07/11/2018 07/08/18 REPRNT				
APP 401-130000	DUE TO/FROM CLEARING			212.32
07/11/2018 07/08/18 REPRNT				
	SYSTEM GENERATED ENTRIES TOTAL		212.32	212.32
	JOURNAL 2018/07/64 TOTAL		424.64	424.64

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
401 WATER OPERATING FUND	2018	7	64	07/11/2018				
401-130000					DUE TO/FROM CLEARING			212.32
401-213000					ACCOUNTS PAYABLE		212.32	
						FUND TOTAL	212.32	212.32
631 CLEARING FUND	2018	7	64	07/11/2018				
631-130000					DUE TO/FROM CLEARING		212.32	
635-111100					CASH			212.32
						FUND TOTAL	212.32	212.32

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		212.32
631	CLEARING FUND	212.32	
	TOTAL	212.32	212.32

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

Manual CC 7/16/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
347986	07/16/2018	PRTD	551	CENTURYLINK	223906	0225JUL18	07/02/2018		M071218	100.97
Invoice: 0225JUL18							O&M FIRE ALARM MONIT			
					100.97	91011897 542100	GG-C/E-O&M YARD FAC-PHONE			
					223907	0754JUL18	07/02/2018		M071218	72.94
Invoice: 0754JUL18							FLETHCER BAY WELL TELE			
					72.94	91411891 542100	GG-WTR-FAC-PHONE			
					223908	1745JUL18	07/02/2018		M071218	49.12
Invoice: 1745JUL18							C.H. ELEVATOR SVC LINE			
					49.12	91011189 542100	GG-C/E-CITY HALL-PHONE			
					223909	3736JUL18	07/02/2018		M071218	100.97
Invoice: 3736JUL18							C.H. FIRE ALARM MONITORING			
					100.97	91011189 542100	GG-C/E-CITY HALL-PHONE			
					223910	5211JUL18	07/02/2018		M071218	183.55
Invoice: 5211JUL18							POL PHN SVCS			
					183.55	91011215 542100	GG-C/E-PD-PHONE			
					223911	8731JUL18	07/02/2018		M071218	54.85
Invoice: 8731JUL18							COMMONS FIRE ALARM MONIT			
					54.85	91011755 542100	GG-C/E-COMMONS-PHONE			
					223912	9136JUL18	07/02/2018		M071218	137.91
Invoice: 9136JUL18							C.H. SECURITY ALARM MONIT			
					137.91	91011189 542100	GG-C/E-CITY HALL-PHONE			
					223913	9791JUL18	07/02/2018		M071218	137.80
Invoice: 9791JUL18							POL TI MANDUS TELCOM			
					137.80	91011215 542100	GG-C/E-PD-PHONE			
					223914	9840JUL18	07/02/2018		M071218	50.35
Invoice: 9840JUL18							HEAD OF BAY WELL TELE			
					50.35	91411891 542100	GG-WTR-FAC-PHONE			
					223915	9858JUL18	07/02/2018		M071218	50.35
Invoice: 9858JUL18							SANDS AVE WELL TELE			
					50.35	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	347986 TOTAL:		938.81
347987	07/16/2018	PRTD	8897	OLYMPIC TRAILER AND	224019	470480	05/02/2018	21800053	M071218	3,089.69
Invoice: 470480							2018 PJ U6 UTILITY TRAILER, WA			
					3,089.69	73111290 53110000918	SMALL TRAILER STREETS			
							CHECK	347987 TOTAL:		3,089.69

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
347988	07/16/2018	PRTD	1205 PUGET SOUND ENERGY	223917	828JUN18	07/02/2018		M071218	277.64
Invoice: 828JUN18						TAYLOR WELLS LID PHASE 1			
				277.64	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
				223918	IL3JUN18	07/02/2018		M071218	29.27
Invoice: IL3JUN18						ROUNDABOUT HS/MADISON IMPR			
				29.27	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223919	647JUN18	07/02/2018		M071218	45.15
Invoice: 647JUN18						STREET LIGHTS/TRAFFIC CONTR			
				45.15	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223920	IL9JUN18	07/02/2018		M071218	105.52
Invoice: IL9JUN18						MADISON AVE S			
				105.52	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223921	285JUN18	07/02/2018		M071218	213.26
Invoice: 285JUN18						SPS NORTHTOWN/SPORTSMAN			
				213.26	91421355 547100	GG-SWR-ELECTRIC			
				223922	735JUN18	07/02/2018		M071218	40.99
Invoice: 735JUN18						SHANNON DR/WFP DOCK			
				40.99	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				223923	182JUN18	07/02/2018		M071218	58.79
Invoice: 182JUN18						MUNI CRT-METER E6			
				58.79	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				223924	058JUN18	07/02/2018		M071218	33.95
Invoice: 058JUN18						NE HIDDEN COVE-SHOP			
				33.95	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				223925	973JUN18	07/02/2018		M071218	13.64
Invoice: 973JUN18						PC RESEVOIR LID17 PHASE 2			
				13.64	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
				223926	558JUN18	07/02/2018		M071218	1,556.12
Invoice: 558JUN18						7315 NE HIDDEN COVE RD			
				1,556.12	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				223927	336JUN18	07/02/2018		M071218	132.09
Invoice: 336JUN18						SLS-9 ISLAND TERRACE			
				132.09	91421355 547100	GG-SWR-ELECTRIC			
				223928	IL11JUN18	07/02/2018		M071218	20.49
Invoice: IL11JUN18						STREET LIGHTS WW MAD TO 305			
				20.49	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223929	520-330JUN18	07/02/2018		M071218	53.47
Invoice: 520-330JUN18						210 WINSLOW WAY E IRRIGATION			
				53.47	91011768 547100	GG-C/E-PARKS-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223930	823JUN18	07/02/2018		M071218	10.42
Invoice: 823JUN18					BRIAN DR N/BOOTH EL PANEL				
				10.42	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				223931	682-B-JUN18	07/02/2018		M071218	28.60
Invoice: 682-B-JUN18					MUNIC PARKING LOT - MAD/MADRONA				
				28.60	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				223932	736JUN18	07/02/2018		M071218	49.76
Invoice: 736JUN18					SHANNON DR/WFP RESTROOM				
				49.76	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				223933	040-581JUN18	07/02/2018		M071218	126.06
Invoice: 040-581JUN18					3900 HALLS HILL RD PUMP				
				126.06	91421355 547100 GG-SWR-ELECTRIC				
				223934	884JUN18	07/02/2018		M071218	139.14
Invoice: 884JUN18					SLS FERRY TERMINAL				
				139.14	91421355 547100 GG-SWR-ELECTRIC				
				223935	111JUN18	07/02/2018		M071218	321.41
Invoice: 111JUN18					POLICE STATION-METER 2				
				321.41	91011215 547100 GG-C/E-PD-ELECTRIC				
				223936	717JUN18	07/02/2018		M071218	221.61
Invoice: 717JUN18					POLICE STATION-METER 1				
				221.61	91011215 547100 GG-C/E-PD-ELECTRIC				
				223937	520-374JUN18	07/02/2018		M071218	55.68
Invoice: 520-374JUN18					SIGNAL AT 108 OLYMPIC DR				
				55.68	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				223938	520-136JUN18	07/02/2018		M071218	2,686.03
Invoice: 520-136JUN18					HOB BOOSTER PUMP/WELL				
				2,686.03	91411345 547100 GG-WTR-ELECTRIC				
				223939	IL5JUN18	07/02/2018		M071218	97.32
Invoice: IL5JUN18					COMMODORE OFF HS @ OLYMPIC				
				97.32	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				223940	021JUN18	07/02/2018		M071218	93.87
Invoice: 021JUN18					SLS-3 TREATMENT PLANT				
				93.87	91421355 547100 GG-SWR-ELECTRIC				
				223941	291JUN18	07/02/2018		M071218	14.00
Invoice: 291JUN18					HEAD OF BAY WELL FIELD				
				14.00	91411345 547100 GG-WTR-ELECTRIC				
				223942	031JUN18	07/02/2018		M071218	115.01
Invoice: 031JUN18					SLS-6 LOVELL LOWER				
				115.01	91421355 547100 GG-SWR-ELECTRIC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223943	IL12JUN18	07/02/2018	M071218		72.08
Invoice: IL12JUN18					STREET LIGHTS WW 305-FERNCLIFF				
				72.08	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				223944	573JUN18	07/02/2018	M071218		12.43
Invoice: 573JUN18					COMMODORE/HS RESERVOIR				
				12.43	91411345 547100 GG-WTR-ELECTRIC				
				223945	040-714JUN18	07/02/2018	M071218		10.42
Invoice: 040-714JUN18					70958 NE TWIN PONDS RD				
				10.42	91021182 547100 GG-OS-PROP MNGT-ELECTRIC				
				223946	206JUN18	07/02/2018	M071218		382.54
Invoice: 206JUN18					4586 POINT WHITE DR NE				
				382.54	91421355 547100 GG-SWR-ELECTRIC				
				223947	256JUN18	07/02/2018	M071218		307.10
Invoice: 256JUN18					SLS-8 HWY 305/HARBORVIEW				
				307.10	91421355 547100 GG-SWR-ELECTRIC				
				223948	636JUN18	07/02/2018	M071218		71.75
Invoice: 636JUN18					SLS-7 WING POINT WAY				
				71.75	91421355 547100 GG-SWR-ELECTRIC				
				223949	888JUN18	07/02/2018	M071218		201.49
Invoice: 888JUN18					NE HIGH SCHOOL RD PUMP				
				201.49	91411345 547100 GG-WTR-ELECTRIC				
				223950	658JUN18	07/02/2018	M071218		58.87
Invoice: 658JUN18					SLS-4 IRENE/LOWER HAWLEY				
				58.87	91421355 547100 GG-SWR-ELECTRIC				
				223952	520-298JUN18	07/02/2018	M071218		259.84
Invoice: 520-298JUN18					SLS-5 WW/SUNDAY COVE				
				259.84	91421355 547100 GG-SWR-ELECTRIC				
				223953	640JUN18	07/02/2018	M071218		13.13
Invoice: 640JUN18					BRIAN DR S/BOOTH EL PANEL				
				13.13	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				223954	983JUN18	07/02/2018	M071218		11.35
Invoice: 983JUN18					MILLER RD NE BEACON				
				11.35	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				223955	067JUN18	07/02/2018	M071218		10.42
Invoice: 067JUN18					MADISON PARKING LOT				
				10.42	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				223956	IL7JUN18	07/02/2018	M071218		72.82
Invoice: IL7JUN18					MADISON PRJ HS TO WINSLOW II				
				72.82	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223957	466JUN18	07/02/2018	M071218		10.42
Invoice: 466JUN18						MADISON/HS RAINBRINGER			
				10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				223958	093JUN18	07/02/2018	M071218		2,631.76
Invoice: 093JUN18						FLETCHER BAY WELL FIELD			
				2,631.76	91411345 547100	GG-WTR-ELECTRIC			
				223959	444JUN18	07/02/2018	M071218		312.16
Invoice: 444JUN18						BI COMMONS			
				312.16	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
				223960	461JUN18	07/02/2018	M071218		5,659.22
Invoice: 461JUN18						WWTP-1220 DONALD PL			
				5,659.22	91425358 547100	GG-WWTP-ELECTRIC			
				223961	WW&305JUN18	07/02/2018	M071218		498.05
Invoice: WW&305JUN18						WINSLOW WAY & 305			
				498.05	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				223962	831JUN18	07/02/2018	M071218		3,604.16
Invoice: 831JUN18						SANDS AVE NE WELL FIELD			
				3,604.16	91411345 547100	GG-WTR-ELECTRIC			
				223963	797JUN18	07/02/2018	M071218		108.88
Invoice: 797JUN18						MUNI CRT-METER E3			
				108.88	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				223964	247JUN18	07/02/2018	M071218		12.43
Invoice: 247JUN18						SSWM/DECANT FACILITY			
				12.43	91435838 547100	GG-DECANT-ELECTRIC			
				223965	143JUN18	07/02/2018	M071218		11.33
Invoice: 143JUN18						REITAN RD/WELCOME TO BI			
				11.33	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				223966	IL1JUN18	07/02/2018	M071218		213.16
Invoice: IL1JUN18						ERICKSN/MDSN/WNSLW/KNCHTL			
				213.16	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223967	710JUN18	07/02/2018	M071218		271.90
Invoice: 710JUN18						SLS-2 VILLAGE CENTER			
				271.90	91421355 547100	GG-SWR-ELECTRIC			
				223968	893JUN18	07/02/2018	M071218		677.62
Invoice: 893JUN18						MUNI ST LIGHTING			
				677.62	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				223969	040-751JUN18	07/02/2018	M071218		10.52
Invoice: 040-751JUN18						520 ERICKSEN AVE PRV			
				10.52	91411345 547100	GG-WTR-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					223970	SPRINGJUN18	07/02/2018	M071218		50.18
Invoice: SPRINGJUN18						SPRINGRIDGE RD/HANSEN HILL				
					50.18	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223971	LTNCTRJUN18	07/02/2018	M071218		82.43
Invoice: LTNCTRJUN18						4238 LYNWOOD CTR RD, BLOSSOM HILL				
					82.43	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223972	BKLYN&MANJUN18	07/02/2018	M071218		15.42
Invoice: BKLYN&MANJUN18						NEW BKLYN & MAD AVE STREET LIGHT				
					15.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223973	2360-MADJUN18	07/02/2018	M071218		15.42
Invoice: 2360-MADJUN18						2360 MAD AVE N. - E ENTRANCE ST LIGHT				
					15.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223974	MAD&OORDJUN18	07/02/2018	M071218		15.42
Invoice: MAD&OORDJUN18						MAD AVE N, ORDWAY CROSS ST LIGHT				
					15.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223975	BKLYN&NTOWNJUN18	07/02/2018	M071218		15.42
Invoice: BKLYN&NTOWNJUN18						NEW BROOKLYN & N TOWN ST LIGHT				
					15.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223976	WING&AZALEAJUN18	07/02/2018	M071218		12.96
Invoice: WING&AZALEAJUN18						WING POINT & AZALEA AVE ST LIGHT				
					12.96	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223977	W.OFMAD-PH1JUN18	07/02/2018	M071218		946.42
Invoice: W.OFMAD-PH1JUN18						W. OF MADISON BAINBRIDGE CO PH1				
					946.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223978	E.OFMAD-PH2JUN18	07/02/2018	M071218		1,876.29
Invoice: E.OFMAD-PH2JUN18						E. OF MADISON-BAINBRIDGE CO PH2				
					1,876.29	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223979	MAD&H.S.JUN18	07/02/2018	M071218		48.76
Invoice: MAD&H.S.JUN18						MADISON AVE/H.S. AVE ST LIGHT				
					48.76	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					223981	CITY HALL-JUN18	07/02/2018	M071218		2,467.67
Invoice: CITY HALL-JUN18						CITY HALL - JUNE 2018				
					2,467.67	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
								CHECK 347988 TOTAL:		27,591.53

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 31,620.03

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	31,620.03

*** GRAND TOTAL *** 31,620.03

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 99				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		6,023.95	
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			31,620.03
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	ACCOUNTS PAYABLE		9,625.31	
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	STREETS - ACCOUNTS PAYABLE		8,127.69	
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	ACCOUNTS PAYABLE		7,830.65	
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	ACCOUNTS PAYABLE		12.43	
07/16/2018 M071218 M0716	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		31,620.03	31,620.03
APP 631-130000	DUE TO/FROM CLEARING		31,620.03	
07/16/2018 M071218 M0716				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			6,023.95
07/16/2018 M071218 M0716				
APP 401-130000	DUE TO/FROM CLEARING			9,625.31
07/16/2018 M071218 M0716				
APP 101-130000	STREETS - DUE TO/FROM CLEARING			8,127.69
07/16/2018 M071218 M0716				
APP 402-130000	DUE TO/FROM CLEARING			7,830.65
07/16/2018 M071218 M0716				
APP 403-130000	DUE TO/FROM CLEARING			12.43
07/16/2018 M071218 M0716				
	SYSTEM GENERATED ENTRIES TOTAL		31,620.03	31,620.03
	JOURNAL 2018/07/99 TOTAL		63,240.06	63,240.06

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	99	07/16/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		6,023.95
001-213000					GENERAL - ACCOUNTS PAYABLE	6,023.95	
					FUND TOTAL	6,023.95	6,023.95
101 STREET FUND	2018	7	99	07/16/2018			
101-130000					STREETS - DUE TO/FROM CLEARING		8,127.69
101-213000					STREETS - ACCOUNTS PAYABLE	8,127.69	
					FUND TOTAL	8,127.69	8,127.69
401 WATER OPERATING FUND	2018	7	99	07/16/2018			
401-130000					DUE TO/FROM CLEARING		9,625.31
401-213000					ACCOUNTS PAYABLE	9,625.31	
					FUND TOTAL	9,625.31	9,625.31
402 SEWER OPERATING FUND	2018	7	99	07/16/2018			
402-130000					DUE TO/FROM CLEARING		7,830.65
402-213000					ACCOUNTS PAYABLE	7,830.65	
					FUND TOTAL	7,830.65	7,830.65
403 STORM & SURFACE WATER FUND	2018	7	99	07/16/2018			
403-130000					DUE TO/FROM CLEARING		12.43
403-213000					ACCOUNTS PAYABLE	12.43	
					FUND TOTAL	12.43	12.43
631 CLEARING FUND	2018	7	99	07/16/2018			
631-130000					DUE TO/FROM CLEARING	31,620.03	
635-111100					CASH		31,620.03
					FUND TOTAL	31,620.03	31,620.03

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,023.95
101	STREET FUND		8,127.69
401	WATER OPERATING FUND		9,625.31
402	SEWER OPERATING FUND		7,830.65
403	STORM & SURFACE WATER FUND		12.43
631	CLEARING FUND	31,620.03	
	TOTAL	31,620.03	31,620.03

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

US Bank - Jun 18

cc 7/16/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
347989	07/16/2018	PRTD	7314 US BANK	223682	06/18/18-JB	06/25/2018		USB06-18	370.32
	Invoice: 06/18/18-JB				POL/PORT OF BROWNSVILLE/FUEL FOR M8				
				370.32	54025212 532000	MARINE - FUEL			
				223683	05/31/18-CB	06/25/2018		USB06-18	240.00
	Invoice: 05/31/18-CB				EXCC/BIMPRD/RENTAL FOR WARD MEETING				
				240.00	36011143 545000	CLERK-RENTS			
				223684	06/06/18-CB	06/25/2018		USB06-18	-150.00
	Invoice: 06/06/18-CB				EXCC/BIMPRD/DEPOSIT RETURN				
				-150.00	36011143 545000	CLERK-RENTS			
				223685	06/18/18-CB	06/25/2018		USB06-18	34.37
	Invoice: 06/18/18-CB				EXCC/SHELL/FUEL				
				34.37	36011143 443410	CLERK-C/E-TRAINING			
				223686	06/19/18-CB	06/25/2018		USB06-18	6.00
	Invoice: 06/19/18-CB				EXCC/WSDOT/BRIDGE TOLL				
				6.00	36011143 443410	CLERK-C/E-TRAINING			
				223687	06/20/18-CB	06/25/2018		USB06-18	6.00
	Invoice: 06/20/18-CB				EXCC/WSDOT/BRIDGE TOLL				
				6.00	36011143 443410	CLERK-C/E-TRAINING			
				223688	06/21/18-CB	06/25/2018		USB06-18	36.35
	Invoice: 06/21/18-CB				EXCC/SHELL/FUEL				
				36.35	36011143 443410	CLERK-C/E-TRAINING			
				223689	06/22/18-CB	06/25/2018		USB06-18	6.00
	Invoice: 06/22/18-CB				EXCC/WSDOT/BRIDGE TOLL				
				6.00	36011143 443410	CLERK-C/E-TRAINING			
				223690	06/21/18-CB-A	06/25/2018		USB06-18	6.00
	Invoice: 06/21/18-CB-A				EXCC/WSDOT/BRIDGE TOLL				
				6.00	36011143 443410	CLERK-C/E-TRAINING			
				223691	06/21/18-CB-B	06/25/2018		USB06-18	-150.00
	Invoice: 06/21/18-CB-B				EXCC/BIMPRD/DEPOSIT RETURN				
				-150.00	36011143 545000	CLERK-RENTS			
				223692	06/02/18-BB	06/25/2018		USB06-18	111.37
	Invoice: 06/02/18-BB				POL/AMAZON/MTN BIKE BOOK, MEM CARD				
				111.37	53011212 531100	PD-C/E-PATROL SUPPLIES			
				223693	06/04/18-BB	06/25/2018		USB06-18	25.95
	Invoice: 06/04/18-BB				POL/AMAZON/HOBBLE				
				25.95	53011212 531100	PD-C/E-PATROL SUPPLIES			
				223694	06/04/18-BB-A	06/25/2018		USB06-18	18.03
	Invoice: 06/04/18-BB-A				POL/AMAZON/SURVEILLANCE EARPIECE				
				18.03	53011212 531100	PD-C/E-PATROL SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223695	06/06/18-BB	06/25/2018		USB06-18	18.50
Invoice: 06/06/18-BB					POL/AMAZON/TOURNIQUET				
				18.50	53011212 531100	PD-C/E-PATROL SUPPLIES			
				223696	06/04/18-BB-B	06/25/2018		USB06-18	229.90
Invoice: 06/04/18-BB-B					POL/LITTLE CREEK/LODGING: KOON				
				229.90	53011212 443410	POLICE - C/E PATROL TRAINING			
				223697	06/04/18-BB-C	06/25/2018		USB06-18	262.90
Invoice: 06/04/18-BB-C					POL/LITTLE CREEK/LODGING: KOON				
				262.90	53011212 443410	POLICE - C/E PATROL TRAINING			
				223698	06/12/18-BB	06/25/2018		USB06-18	-1,295.00
Invoice: 06/12/18-BB					POL/EVENT BRITE/TRAINING REFUND				
				-1,295.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223699	06/10/18-BB	06/25/2018		USB06-18	21.69
Invoice: 06/10/18-BB					POL/LITTLE CREEK/ERROR				
				21.69	53011212 443410	POLICE - C/E PATROL TRAINING			
				223700	06/10/18-BB-A	06/25/2018		USB06-18	-21.69
Invoice: 06/10/18-BB-A					POL/LITTLE CREEK/ERROR REVERSAL				
				-21.69	53011212 443410	POLICE - C/E PATROL TRAINING			
				223701	06/12/18-GC	06/25/2018		USB06-18	350.00
Invoice: 06/12/18-GC					PCD/AWC/CONFERENCE				
				350.00	61011584 443410	PCD - C/E ADM TRAINING			
				223702	06/07/18-KD	06/25/2018		USB06-18	15.00
Invoice: 06/07/18-KD					EX/BI CHAMBER/CHAMBER BKFST				
				15.00	31011572 539100	EXEC-C/E-OUTREACH-MEALS/EVENTS			
				223703	06/13/18-KD	06/25/2018		USB06-18	33.36
Invoice: 06/13/18-KD					EX/HITCHCOCK/LUNCH: KD, PHOTOG				
				33.36	31011572 541100	EXEC-C/E-OUTREACH-PROF SVCS			
				223704	06/21/18-KD	06/25/2018		USB06-18	33.36
Invoice: 06/21/18-KD					FIN/AMAZON/ERGO KEYBOARD				
				33.36	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				223705	06/20/18-KE	06/25/2018		USB06-18	370.01
Invoice: 06/20/18-KE					POL/PORT OF BROWNSVILLE/FUEL				
				370.01	54025212 532000	MARINE - FUEL			
				223706	05/24/18-MH	06/25/2018		USB06-18	18.70
Invoice: 05/24/18-MH					POL/WSDOT/FERRY				
				18.70	51011214 443410	PD-C/E-ADMIN-TRAINING			
				223707	05/24/18-MH-A	06/25/2018		USB06-18	461.73
Invoice: 05/24/18-MH-A					POL/DOUBLETREE/LODGING				
				461.73	51011214 443410	PD-C/E-ADMIN-TRAINING			

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				223708	06/12/18-MH	06/25/2018		USB06-18	76.20
Invoice: 06/12/18-MH						POL/VERIZON/BLUETOOTH, CHARGER, CABLE			
				76.20	51011211 531100	PD-C/E-ADM-SUPPLIES			
				223709	05/31/18-JH	06/25/2018		USB06-18	150.00
Invoice: 05/31/18-JH						POL/ICMA/MEMBERSHIP			
				150.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
				223710	06/05/18-DJ	06/25/2018		USB06-18	29.11
Invoice: 06/05/18-DJ						POL/I SUSHI/LUNCH: DJ, MT			
				29.11	53011212 443410	POLICE - C/E PATROL TRAINING			
				223711	05/24/18-GK-C	06/25/2018		USB06-18	25.00
Invoice: 05/24/18-GK-C						POL/DELTA/BAGGAGE FEE			
				25.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223712	05/24/18-GK-D	06/25/2018		USB06-18	8.35
Invoice: 05/24/18-GK-D						POL/WSDOT/FERRY			
				8.35	52011212 443410	POLICE - C/E INVEST TRAINING			
				223713	05/24/18-GK-E	06/25/2018		USB06-18	20.00
Invoice: 05/24/18-GK-E						POL/RICC GARAGE/PARKING			
				20.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223714	05/24/18-GK-F	06/25/2018		USB06-18	10.99
Invoice: 05/24/18-GK-F						POL/DELTA/IN-FLIGHT MEAL			
				10.99	53011212 443410	POLICE - C/E PATROL TRAINING			
				223715	06/02/18-GK	06/25/2018		USB06-18	12.34
Invoice: 06/02/18-GK						POL/ALOHA GRILL/LUNCH			
				12.34	53011212 443410	POLICE - C/E PATROL TRAINING			
				223716	05/31/18-GK	06/25/2018		USB06-18	6.36
Invoice: 05/31/18-GK						POL/SHELL/FUEL			
				6.36	53011212 443410	POLICE - C/E PATROL TRAINING			
				223717	06/01/18-GK	06/25/2018		USB06-18	5.68
Invoice: 06/01/18-GK						POL/SHELL/FUEL			
				5.68	53011212 443410	POLICE - C/E PATROL TRAINING			
				223718	05/31/18-GK-A	06/25/2018		USB06-18	15.02
Invoice: 05/31/18-GK-A						POL/STARBUCKS/LUNCH			
				15.02	53011212 443410	POLICE - C/E PATROL TRAINING			
				223719	06/02/18-GK-A	06/25/2018		USB06-18	6.63
Invoice: 06/02/18-GK-A						POL/CHEVRON/FUEL			
				6.63	53011212 443410	POLICE - C/E PATROL TRAINING			
				223720	06/03/18-GK	06/25/2018		USB06-18	5.28
Invoice: 06/03/18-GK						POL/CHEVRON/FUEL			
				5.28	53011212 443410	POLICE - C/E PATROL TRAINING			

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223721	06/01/18-GK-A	06/25/2018		USB06-18	12.00
Invoice: 06/01/18-GK-A					POL/PHO HENTRANG/LUNCH				
				12.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223722	06/03/18-GK-A	06/25/2018		USB06-18	17.00
Invoice: 06/03/18-GK-A					POL/PHO HENTRANG/LUNCH				
				17.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223723	06/06/18-GK	06/25/2018		USB06-18	5.94
Invoice: 06/06/18-GK					POL/CHEVRON/FUEL				
				5.94	53011212 443410	POLICE - C/E PATROL TRAINING			
				223724	06/06/18-GK-A	06/25/2018		USB06-18	15.60
Invoice: 06/06/18-GK-A					POL/NANA THAI/LUNCH				
				15.60	53011212 443410	POLICE - C/E PATROL TRAINING			
				223725	06/09/18-GK	06/25/2018		USB06-18	9.31
Invoice: 06/09/18-GK					POL/AIRPORT GROCERY/SNACKS				
				9.31	53011212 443410	POLICE - C/E PATROL TRAINING			
				223726	06/09/18-GK-A	06/25/2018		USB06-18	6.93
Invoice: 06/09/18-GK-A					POL/AIRPORT GROCERY/SNACKS				
				6.93	53011212 443410	POLICE - C/E PATROL TRAINING			
				223727	06/10/18-GK	06/25/2018		USB06-18	9.50
Invoice: 06/10/18-GK					POL/AIRPORT GROCERY/SNACKS				
				9.50	53011212 443410	POLICE - C/E PATROL TRAINING			
				223728	06/08/18-GK	06/25/2018		USB06-18	12.39
Invoice: 06/08/18-GK					POL/TACO DEL REY/LUNCH				
				12.39	53011212 443410	POLICE - C/E PATROL TRAINING			
				223729	06/10/18-GK-A	06/25/2018		USB06-18	10.91
Invoice: 06/10/18-GK-A					POL/ISLAND GRILL/LUNCH				
				10.91	53011212 443410	POLICE - C/E PATROL TRAINING			
				223730	06/05/18-GK	06/25/2018		USB06-18	246.80
Invoice: 06/05/18-GK					POL/BROTHERS POWERSPORTS/RAIN PANTS, CELL HOLDER				
				158.04	53011212 520000	POLICE - C/E PATROL BENEFITS			
				88.76	53011212 531100	PD-C/E-PATROL SUPPLIES			
				223731	05/28/18-RL	06/25/2018		USB06-18	600.00
Invoice: 05/28/18-RL					EX&EXCC/AWC/CONF REG: DS, LS				
				300.00	11011116 443410	COUNCIL - TRAINING			
				300.00	31011134 443410	EXEC - C/E TRAINING			
				223732	06/07/18-RL	06/25/2018		USB06-18	38.47
Invoice: 06/07/18-RL					EXCC/WALMART/FTLOB SUPPLIES				
				38.47	31011572 531100	EXEC-C/E-OUTREACH-SUPPLIES			
				223733	06/07/18-RL-A	06/25/2018		USB06-18	58.58
Invoice: 06/07/18-RL-A					EXCC/RITE AID/FTLOB SUPPLIES				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				58.58	31011572 531100 EXEC-C/E-OUTREACH-SUPPLIES				
				223734	06/07/18-RL-B	06/25/2018		USB06-18	6.53
Invoice: 06/07/18-RL-B					EXCC/MICHAELS/FTLOB SUPPLIES				
				6.53	31011572 531100 EXEC-C/E-OUTREACH-SUPPLIES				
				223735	06/07/18-RL-C	06/25/2018		USB06-18	21.93
Invoice: 06/07/18-RL-C					EXCC/STAPLES/FTLOB SUPPLIES				
				21.93	31011572 531100 EXEC-C/E-OUTREACH-SUPPLIES				
				223736	06/07/18-RL-D	06/25/2018		USB06-18	243.66
Invoice: 06/07/18-RL-D					EXCC/OFFICE MAX/FTLOB SUPPLIES				
				243.66	31011572 531100 EXEC-C/E-OUTREACH-SUPPLIES				
				223737	06/13/18-RL	06/25/2018		USB06-18	4.99
Invoice: 06/13/18-RL					LEGAL/USPS/POSTAGE				
				4.99	32416154 54250000890 CASEY WTR ACQ-POSTAGE				
				223738	06/04/18-JL	06/25/2018		USB06-18	23.52
Invoice: 06/04/18-JL					POL/JUANITOS/LUNCH: JL, JC				
				11.76	52011212 443410 POLICE - C/E INVEST TRAINING				
				11.76	51011191 443410 PD-C/E-PROP RM-TRAINING				
				223739	06/05/18-JL	06/25/2018		USB06-18	45.55
Invoice: 06/05/18-JL					POL/MANDILES/LUNCH: JL, JC				
				22.78	52011212 443410 POLICE - C/E INVEST TRAINING				
				22.77	51011191 443410 PD-C/E-PROP RM-TRAINING				
				223740	06/07/18-JL	06/25/2018		USB06-18	19.58
Invoice: 06/07/18-JL					POL/SUBWAY/LUNCH: JL, JC				
				9.79	52011212 443410 POLICE - C/E INVEST TRAINING				
				9.79	51011191 443410 PD-C/E-PROP RM-TRAINING				
				223741	06/07/18-JL-A	06/25/2018		USB06-18	46.10
Invoice: 06/07/18-JL-A					POL/SUZY'S/LUNCH: JL, JC				
				23.05	52011212 443410 POLICE - C/E INVEST TRAINING				
				23.05	51011191 443410 PD-C/E-PROP RM-TRAINING				
				223742	06/13/18-CL	06/25/2018		USB06-18	32.69
Invoice: 06/13/18-CL					PCD/AMAZON/MONITOR RISERS				
				32.69	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				223743	06/13/18-CL-A	06/25/2018		USB06-18	18.51
Invoice: 06/13/18-CL-A					PCD/AMAZON/CAR CHARGER				
				18.51	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				223744	06/08/18-SM	06/25/2018		USB06-18	310.26
Invoice: 06/08/18-SM					CRT/CAMPBELLS'S LODGE/DMCJA CONFERENCE				
				310.26	21011125 443410 COURT - TRAINING				
				223745	06/06/18-EP	06/25/2018		USB06-18	245.00
Invoice: 06/06/18-EP					POL/NEAK MEDIA/REG FOR LE MARINE CONF				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				245.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				223746	06/20/18-EP	06/25/2018		USB06-18	543.36
Invoice: 06/20/18-EP						POL/ELLIOT BAY DOCK/FUEL			
				543.36	54025212 532000	MARINE - FUEL			
				223747	05/23/18-JL	06/25/2018		USB06-18	203.93
Invoice: 05/23/18-JL						PCD/STANDUPDESK.COM/KEYBOARD CART			
				203.93	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				223748	05/24/18-JR	06/25/2018		USB06-18	215.84
Invoice: 05/24/18-JR						PCD/ALPHAGRAPHICS/PLAQUES			
				215.84	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				223749	06/04/18-JR	06/25/2018		USB06-18	72.88
Invoice: 06/04/18-JR						PCD/THATSASOME/LUNCH: O&M			
				72.88	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				223750	06/06/18-JR	06/25/2018		USB06-18	70.02
Invoice: 06/06/18-JR						PCD/COSTCO/HPC EVENT			
				70.02	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				223752	06/07/18-JR	06/25/2018		USB06-18	13.38
Invoice: 06/07/18-JR						PCD/T&C/HPC EVENT			
				13.38	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				223753	06/07/18-JR-A	06/25/2018		USB06-18	58.86
Invoice: 06/07/18-JR-A						PCD/BLACKBIRD/HPC EVENT			
				58.86	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				223754	06/11/18-JR	06/25/2018		USB06-18	26.16
Invoice: 06/11/18-JR						PCD/SOUND REPRO/SIGN STAKES: ISLAND CENTER			
				26.16	61011586 53110000930	COMP PLAN IMPL-SUPPLIES			
				223756	06/14/18-JR	06/25/2018		USB06-18	209.22
Invoice: 06/14/18-JR						PCD/AMAZON/WELLNESS DISHES			
				209.22	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				223757	06/17/18-JR	06/25/2018		USB06-18	37.96
Invoice: 06/17/18-JR						PCD/COSTCO/MEETING SUPPLIES ICSP			
				37.96	61011586 53110000930	COMP PLAN IMPL-SUPPLIES			
				223758	06/18/18-JR	06/25/2018		USB06-18	27.18
Invoice: 06/18/18-JR						PCD/WALMART/COMMUNITY MTG SUPPLY			
				27.18	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				223759	06/18/18-JR-A	06/25/2018		USB06-18	21.79
Invoice: 06/18/18-JR-A						PCD/AMAZON/THUMB DRIVES			
				21.79	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				223760	06/18/18-JR-B	06/25/2018		USB06-18	7.37
Invoice: 06/18/18-JR-B						PCD/MCDONALDS/ICE FOR MEETING			

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				7.37	61011586 53110000930 COMP PLAN IMPL-SUPPLIES				
				223761	06/18/18-JR-C	06/25/2018		USB06-18	11.95
Invoice: 06/18/18-JR-C					PCD/SAFEWAY/TEA FOR ICSP MTG				
				11.95	61011586 53110000930 COMP PLAN IMPL-SUPPLIES				
				223762	06/19/18-JR	06/25/2018		USB06-18	19.05
Invoice: 06/19/18-JR					PCD/SAFEWAY/POPCORN FOR MOVIE				
				19.05	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				223763	05/31/18-AR	06/25/2018		USB06-18	20.41
Invoice: 05/31/18-AR					EX/COQUETTE/CSC SUPPLIES				
				20.41	91011211 531100 GG-C/E-CIVIL SVC-OFC SUP				
				223764	06/01/18-AR	06/25/2018		USB06-18	17.50
Invoice: 06/01/18-AR					EX/COQUETTE/CSC SUPPLIES				
				17.50	91011211 531100 GG-C/E-CIVIL SVC-OFC SUP				
				223765	06/01/18-AR-A	06/25/2018		USB06-18	22.08
Invoice: 06/01/18-AR-A					EX/BLACKBIRD/CSC SUPPLIES				
				22.08	91011211 531100 GG-C/E-CIVIL SVC-OFC SUP				
				223766	06/04/18-BS	06/25/2018		USB06-18	1,460.00
Invoice: 06/04/18-BS					POL/SEASPENSION TECH/SEAT POSTS FOR M11				
				1,460.00	54025212 531100 MARINE - SUPPLIES				
				223767	06/09/18-BS	06/25/2018		USB06-18	27.20
Invoice: 06/09/18-BS					POL/AMAZON/CABLE FOR M11				
				27.20	54025212 531100 MARINE - SUPPLIES				
				223768	06/11/18-BS	06/25/2018		USB06-18	23.58
Invoice: 06/11/18-BS					POL/AMAZON/SEALANT, PLUGS FOR M11				
				23.58	54025212 531100 MARINE - SUPPLIES				
				223769	06/11/18-BS-A	06/25/2018		USB06-18	115.38
Invoice: 06/11/18-BS-A					POL/AMAZON/MOTOR KEYS				
				115.38	54025212 531100 MARINE - SUPPLIES				
				223770	06/11/18-BS-B	06/25/2018		USB06-18	24.18
Invoice: 06/11/18-BS-B					POL/AMAZON/FLUSH VALVE M11				
				24.18	54025212 531100 MARINE - SUPPLIES				
				223771	06/16/18-BS	06/25/2018		USB06-18	245.00
Invoice: 06/16/18-BS					POL/NEAK MEDIA/CONF REG				
				245.00	53011212 443410 POLICE - C/E PATROL TRAINING				
				223773	06/08/18-CS	06/25/2018		USB06-18	-450.00
Invoice: 06/08/18-CS					POL/RELIANT/DUPLICATE REVERSE				
				-450.00	33011161 544000 HR-C/E-ADVERTISING				
				223774	06/12/18-CS	06/25/2018		USB06-18	592.24
Invoice: 06/12/18-CS					POL/BANNERS/BANNERS FOR NNO				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				592.24 51011211 53110000649 NAT'L NIGHT OUT-SUPPLIES					
				223775	06/12/18-CS-A	06/25/2018		USB06-18	120.00
Invoice: 06/12/18-CS-A					POL/BROWN PAPER/LEADERSHIP DINNER: CS, JH				
				120.00 51011211 54310000589 PD-COMM OUTREACH-TRAVEL					
				223776	06/18/18-CS	06/25/2018		USB06-18	26.61
Invoice: 06/18/18-CS					POL/SAFEWAY/HOT DOGS BGC BBQ				
				26.61 51011211 53110000589 PD-COMM OUTREACH-SUPPLIES					
				223777	06/14/18-SW	06/25/2018		USB06-18	178.65
Invoice: 06/14/18-SW					POL/GOULD&GOODRICH/MAG CASE, PADDLE HOLSTER				
				178.65 52011212 531100 POLICE - C/E INVEST SUPPLIES					
				223778	06/21/18-SW	06/25/2018		USB06-18	135.35
Invoice: 06/21/18-SW					POL/GALCO/HOLSTER FOR DET PEFFER				
				135.35 52011212 531100 POLICE - C/E INVEST SUPPLIES					
				223779	06/06/18-TZ	06/25/2018		USB06-18	21.75
Invoice: 06/06/18-TZ					POL/ACE/PRIMER				
				21.75 53011212 531100 PD-C/E-PATROL SUPPLIES					
				223780	06/04/18-TD	06/25/2018		USB06-18	544.95
Invoice: 06/04/18-TD					CRT/COSTCO/CHAIRS				
				544.95 21011125 531100 COURT - SUPPLIES					
				223781	06/05/18-TD	06/25/2018		USB06-18	217.98
Invoice: 06/05/18-TD					POL/COSTCO/CHAIRS				
				217.98 21011125 531100 COURT - SUPPLIES					
				223782	06/06/18-KB	06/25/2018		USB06-18	18.96
Invoice: 06/06/18-KB					HR/T&C/SNACKS: SUPVSR MEETING				
				18.96 33011161 531100 HR-C/E-SUPPLIES					
				223783	06/11/18-KB	06/25/2018		USB06-18	630.00
Invoice: 06/11/18-KB					HR/SEATTLE TIMES/JOB AD CREDITS				
				630.00 33011161 544000 HR-C/E-ADVERTISING					
				223784	06/11/18-KB-A	06/25/2018		USB06-18	45.00
Invoice: 06/11/18-KB-A					HR/CRAIGSLIST/JOB AD: PW SPVSR				
				45.00 33011161 544000 HR-C/E-ADVERTISING					
				223785	06/03/18-SM	06/25/2018		USB06-18	765.81
Invoice: 06/03/18-SM					EXCC/AMAZON/AUDIO EMBEDDER				
				765.81 36011143 53510000929 AGENDA SOFTWARE ACQUISITION					
				223786	06/14/18-SM	06/25/2018		USB06-18	146.95
Invoice: 06/14/18-SM					EXCC/MONOPRICE/SDI EXTENDER FOR ETHERNET				
				146.95 36011143 53510000929 AGENDA SOFTWARE ACQUISITION					
				223787	06/18/18-SM	06/25/2018		USB06-18	19.00
Invoice: 06/18/18-SM					IT/ACUITY/WEBSITE CALENDAR SCHEDULING				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				19.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
				223788	06/11/18-KS	06/25/2018		USB06-18	19.48
Invoice: 06/11/18-KS						FIN/WADOR/BIPD BUS LIC			
				19.48	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				223789	06/11/18-KS-A	06/25/2018		USB06-18	19.48
Invoice: 06/11/18-KS-A						FIN/WADOR/CITY HALL BUS LIC			
				19.48	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				223790	06/18/18-KS	06/25/2018		USB06-18	19.48
Invoice: 06/18/18-KS						FIN/WADOR/O&M BUS LIC			
				19.48	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				223791	06/18/18-KS-A	06/25/2018		USB06-18	19.48
Invoice: 06/18/18-KS-A						FIN/WADOR/CRT BUS LIC			
				19.48	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				223792	06/02/18-DS	06/25/2018		USB06-18	208.25
Invoice: 06/02/18-DS						ENG/360 EVENT/AUDIO EQUIP DOCK OPENING			
				208.25	72311475 64500000732	WF PARK DOCK IMPRV-RENTALS			
				223793	06/07/18-DS	06/25/2018		USB06-18	65.96
Invoice: 06/07/18-DS						EX/CAFE NOLA/LUNCH			
				65.96	31011572 539100	EXEC-C/E-OUTREACH-MEALS/EVENTS			
				223794	06/12/18-DS	06/25/2018		USB06-18	325.00
Invoice: 06/12/18-DS						EX/ACT WCMA/2018 SUMMER CONF			
				325.00	31011134 443410	EXEC - C/E TRAINING			
				223795	06/12/18-DS-A	06/25/2018		USB06-18	176.00
Invoice: 06/12/18-DS-A						EX/SUN MTN LODGE/WCMA CONF			
				176.00	31011134 443410	EXEC - C/E TRAINING			
				223796	06/21/18-DS	06/25/2018		USB06-18	880.00
Invoice: 06/21/18-DS						EX/INTL/2018 ICMA CONF			
				880.00	31011134 443410	EXEC - C/E TRAINING			
				223797	06/21/18-DS-A	06/25/2018		USB06-18	135.00
Invoice: 06/21/18-DS-A						CC/PAYPAL/FARM TO TABLE REG: PELTIER			
				135.00	11011116 443410	COUNCIL - TRAINING			
				223798	06/23/18-DS	06/25/2018		USB06-18	135.00
Invoice: 06/23/18-DS						CC/PAYPAL/FARM TO TABLE REG:NASSAR			
				135.00	11011116 443410	COUNCIL - TRAINING			
				223799	05/31/18-KG	06/25/2018		USB06-18	-107.91
Invoice: 05/31/18-KG						PW/AMAZON/CREDIT FOR PRIME			
				-107.91	71011321 549100	PWADM-C/E-DUES/SUBSCR/MEMBRSHP			
				223800	05/31/18-KG-A	06/25/2018		USB06-18	24.70
Invoice: 05/31/18-KG-A						ENG/USPS/POSTAGE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				24.70	72334562 64250000800 C40-MILLER RD-POSTAGE				
				223801	06/04/18-KG	06/25/2018		USB06-18	174.38
Invoice: 06/04/18-KG					ENG/AMAZON/MONITOR STANDS				
				174.38	72011325 531100 ENG - C/E FACIL SUPPLIES				
				223802	06/07/18-KG	06/25/2018		USB06-18	-591.63
Invoice: 06/07/18-KG					ENG/AMAZON/IPAD RETURN				
				-591.63	72431832 53110000664 ST DOE SSWM-SUPPLIES				
				223803	06/11/18-KG	06/25/2018		USB06-18	116.00
Invoice: 06/11/18-KG					ENG/DOL/CH LICENSE				
				116.00	72011321 549100 ENG - C/E ADMIN MISCELLEANEOUS				
				223804	06/13/18-KG	06/25/2018		USB06-18	519.30
Invoice: 06/13/18-KG					ENG/FASTSIGNS/SIGNS				
				519.30	72334562 64400000800 C40-MILLER RD-ADV				
				223805	06/18/18-KG	06/25/2018		USB06-18	965.91
Invoice: 06/18/18-KG					ENG/GLASDON/SIGNS				
				482.95	72011321 531100 ENG - C/E ADMIN SUPPLIES				
				482.96	72011321 544000 ENG-C/E-ADM-ADVERTISING				
				223806	06/21/18-KG	06/25/2018		USB06-18	158.10
Invoice: 06/21/18-KG					ENG/FASTSIGNS/MOTORIST POSTER				
				158.10	72321953 64400000776 WINSLOW RAVINE OUTFALL-ADV				
				223807	06/22/18-KG	06/25/2018		USB06-18	600.00
Invoice: 06/22/18-KG					ENG/KEEPKIDSSAFE/SIGNS				
				600.00	72011325 531100 ENG - C/E FACIL SUPPLIES				
				223808	05/29/18-CK	06/25/2018		USB06-18	595.40
Invoice: 05/29/18-CK					PW/COSTCO/WATER				
				595.40	73637891 531100 OFFICE SUPPLIES				
				223809	05/31/18-CK	06/25/2018		USB06-18	174.39
Invoice: 05/31/18-CK					PW/BIG5/DOCK G.O. TENT				
				174.39	73011768 531100 O&M-C/E-PARKS-SUPPLIES				
				223810	05/31/18-CK-A	06/25/2018		USB06-18	47.75
Invoice: 05/31/18-CK-A					PW/WADOT/VEH 247 LICENSE				
				47.75	73638594 66400000901 NEW ENG LIGHT DUTY P/U-VEH				
				223811	05/31/18-CK-B	06/25/2018		USB06-18	2.00
Invoice: 05/31/18-CK-B					PW/WSDOT/247 LIC FEE				
				2.00	73638594 66400000901 NEW ENG LIGHT DUTY P/U-VEH				
				223812	06/01/18-CK	06/25/2018		USB06-18	1,170.00
Invoice: 06/01/18-CK					PW/WSU CONF MGMT/IMSA CONF: MB, JR				
				1,170.00	73111264 443410 O&M-STREET-TRAF CONTROL-TRAINI				
				223813	06/14/18-CK	06/25/2018		USB06-18	16.34

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 06/14/18-CK					PW/ADOBE/PRO SUBX				
				16.34	73411345 549100 DUES/SUBSCRIPTIONS				
				223814	06/14/18-CK-A	06/25/2018		USB06-18	174.90
Invoice: 06/14/18-CK-A					PW/GUEST HOUSE INN/LODGING: MB				
				174.90	73111264 443410 O&M-STREET-TRAF CONTROL-TRAINI				
				223815	06/14/18-CK-B	06/25/2018		USB06-18	174.90
Invoice: 06/14/18-CK-B					PW/GUEST HOUSE INN/LODGING: JR				
				174.90	73111264 443410 O&M-STREET-TRAF CONTROL-TRAINI				
				223816	06/18/18-CK	06/25/2018		USB06-18	47.75
Invoice: 06/18/18-CK					PW/WADOT/VEH 248 LIC				
				47.75	73638594 66400000907 2018-LIGHT DUTY P/U-WTR/SWR				
				223817	06/18/18-CK-A	06/25/2018		USB06-18	2.00
Invoice: 06/18/18-CK-A					PW/WADOT/VEH 248 LIC FEE				
				2.00	73638594 66400000907 2018-LIGHT DUTY P/U-WTR/SWR				
							CHECK 347989 TOTAL:		16,266.50
			NUMBER OF CHECKS 1				*** CASH ACCOUNT TOTAL ***		16,266.50

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	16,266.50

*** GRAND TOTAL *** 16,266.50

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 100				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		13,149.72	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			16,858.13
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	ACCOUNTS PAYABLE		21.33	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	ACCOUNTS PAYABLE		562.03	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000	ACCOUNTS PAYABLE		910.35	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	ACCOUNTS PAYABLE		694.90	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	STREETS - ACCOUNTS PAYABLE		1,519.80	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	ACCOUNTS PAYABLE			591.63
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH		591.63	
07/16/2018 USB06-18 USB06	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		17,449.76	17,449.76
APP 631-130000	DUE TO/FROM CLEARING		15,571.60	
07/16/2018 USB06-18 USB06				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			13,149.72
07/16/2018 USB06-18 USB06				
APP 401-130000	DUE TO/FROM CLEARING			21.33
07/16/2018 USB06-18 USB06				
APP 407-130000	DUE TO/FROM CLEARING			562.03
07/16/2018 USB06-18 USB06				
APP 301-130000	DUE TO/FROM CLEARING			910.35
07/16/2018 USB06-18 USB06				
APP 101-130000	STREETS - DUE TO/FROM CLEARING			1,519.80
07/16/2018 USB06-18 USB06				
APP 403-130000	DUE TO/FROM CLEARING		591.63	
07/16/2018 USB06-18 USB06				
	SYSTEM GENERATED ENTRIES TOTAL		16,163.23	16,163.23
	JOURNAL 2018/07/100 TOTAL		33,612.99	33,612.99

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	100	07/16/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		13,149.72
001-213000					GENERAL - ACCOUNTS PAYABLE	13,149.72	
					FUND TOTAL	13,149.72	13,149.72
101 STREET FUND	2018	7	100	07/16/2018			
101-130000					STREETS - DUE TO/FROM CLEARING		1,519.80
101-213000					STREETS - ACCOUNTS PAYABLE	1,519.80	
					FUND TOTAL	1,519.80	1,519.80
301 CAPITAL CONSTRUCTION FUND	2018	7	100	07/16/2018			
301-130000					DUE TO/FROM CLEARING		910.35
301-213000					ACCOUNTS PAYABLE	910.35	
					FUND TOTAL	910.35	910.35
401 WATER OPERATING FUND	2018	7	100	07/16/2018			
401-130000					DUE TO/FROM CLEARING		21.33
401-213000					ACCOUNTS PAYABLE	21.33	
					FUND TOTAL	21.33	21.33
403 STORM & SURFACE WATER FUND	2018	7	100	07/16/2018			
403-130000					DUE TO/FROM CLEARING	591.63	
403-213000					ACCOUNTS PAYABLE		591.63
					FUND TOTAL	591.63	591.63
407 BUILDING & DEVELOPMENT FUND	2018	7	100	07/16/2018			
407-130000					DUE TO/FROM CLEARING		562.03
407-213000					ACCOUNTS PAYABLE	562.03	
					FUND TOTAL	562.03	562.03
631 CLEARING FUND	2018	7	100	07/16/2018			
631-130000					DUE TO/FROM CLEARING	15,571.60	
631-213000					ACCOUNTS PAYABLE	694.90	
635-111100					CASH	591.63	
635-111100					CASH		16,858.13
					FUND TOTAL	16,858.13	16,858.13

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		13,149.72
101	STREET FUND		1,519.80
301	CAPITAL CONSTRUCTION FUND		910.35
401	WATER OPERATING FUND		21.33
403	STORM & SURFACE WATER FUND		591.63
407	BUILDING & DEVELOPMENT FUND		562.03
631	CLEARING FUND	15,571.60	
	TOTAL	15,571.60	15,571.60

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

Manual
cc 7/17/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
347990	07/17/2018	PRTD	8736	PADITU, LLC	224102	PAYREQFINAL-806	07/13/2018		M071618	17,069.65
	Invoice: PAYREQFINAL-806					MADRONA LANE, FINAL PAYMENT				
					17,069.65	72423434 66300000806	ENG-SWR-MADRONA/CITY P.LOT-CON			
							CHECK	347990 TOTAL:		17,069.65
347991	07/17/2018	PRTD	176	WA ST DEPT OF LABOR	224101	2018-Q2	07/16/2018		M071618	50.46
	Invoice: 2018-Q2					2018 Q2 VOLUNTEER HOURS				
					1.32	72011322 520000	ENG - C/E PLANS BENEFITS			
					49.14	51011211 520000	PD-C/E ADMIN-BENEFITS			
							CHECK	347991 TOTAL:		50.46
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			17,120.11

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	17,120.11

*** GRAND TOTAL *** 17,120.11

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2018 7 111					
APP 402-213000	ACCOUNTS PAYABLE			17,069.65	
07/17/2018 M071618 071718	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				17,120.11
07/17/2018 M071618 071718	AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			50.46	
07/17/2018 M071618 071718	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			17,120.11	17,120.11
APP 631-130000	DUE TO/FROM CLEARING			17,120.11	
07/17/2018 M071618 071718					
APP 402-130000	DUE TO/FROM CLEARING				17,069.65
07/17/2018 M071618 071718					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				50.46
07/17/2018 M071618 071718					
	SYSTEM GENERATED ENTRIES TOTAL			17,120.11	17,120.11
	JOURNAL 2018/07/111 TOTAL			34,240.22	34,240.22

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018 7	111	07/17/2018			
001-130000				GENERAL - DUE TO/FROM CLEARING		50.46
001-213000				GENERAL - ACCOUNTS PAYABLE	50.46	
				FUND TOTAL	50.46	50.46
402 SEWER OPERATING FUND	2018 7	111	07/17/2018			
402-130000				DUE TO/FROM CLEARING		17,069.65
402-213000				ACCOUNTS PAYABLE	17,069.65	
				FUND TOTAL	17,069.65	17,069.65
631 CLEARING FUND	2018 7	111	07/17/2018			
631-130000				DUE TO/FROM CLEARING	17,120.11	
635-111100				CASH		17,120.11
				FUND TOTAL	17,120.11	17,120.11

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		50.46
402	SEWER OPERATING FUND		17,069.65
631	CLEARING FUND	17,120.11	
	TOTAL	17,120.11	17,120.11

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

REG
CC 7/18/18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
347992	07/25/2018	PRTD	5 ACE HARDWARE	223823	41136/1	07/06/2018		07/22/18	10.33
Invoice: 41136/1						PW/COMP CONNECTOR, INSERT&SLEEVE			
				10.33	73411345 531100	OFFICE SUPPLIES			
				223824	41135/1	07/06/2018		07/22/18	125.10
Invoice: 41135/1						PW/PLUMBING SUPPLIES			
				125.10	73411345 531100	OFFICE SUPPLIES			
				223825	41128/1	07/05/2018		07/22/18	37.05
Invoice: 41128/1						PW/VELCRO			
				37.05	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
				223826	41081/1	06/28/2018		07/22/18	42.46
Invoice: 41081/1						PW/DRILL BITS			
				42.46	73111427 531100	OFFICE SUPPLIES			
				223827	41082/1	06/28/2018		07/22/18	-32.66
Invoice: 41082/1						PW/DRILL BIT RETURN			
				-32.66	73111427 531100	OFFICE SUPPLIES			
				223828	41072/1	06/27/2018		07/22/18	50.11
Invoice: 41072/1						PW/LIGHT BULBS			
				50.11	73011755 531100	O&M-COMMONS SUPPLIES			
				223829	41060/1	06/25/2018		07/22/18	3.04
Invoice: 41060/1						PW/PRIMER SPRAY PAINT			
				3.04	73111427 531100	OFFICE SUPPLIES			
				223832	41055/1	06/25/2018		07/22/18	65.36
Invoice: 41055/1						PW/BATTERY PHOTO 123 PK2			
				65.36	73011255 531100	O&M-C/E-COURT FAC-SUPPLIES			
				223833	41044/1	06/22/2018		07/22/18	18.38
Invoice: 41044/1						PW/PLUMBING SUPPLIES			
				18.38	73411345 531100	OFFICE SUPPLIES			
				223834	41023/1	06/20/2018		07/22/18	7.41
Invoice: 41023/1						PW/FASTENERS			
				7.41	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				223835	41024/1	06/20/2018		07/22/18	-7.41
Invoice: 41024/1						PW/FASTENERS RETURN			
				-7.41	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				223837	41025/1	06/20/2018		07/22/18	5.56
Invoice: 41025/1						PW/FASTENERS			
				5.56	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				223838	40848/1	05/31/2018		07/22/18	33.54
Invoice: 40848/1						PW/PLUMBING SUPPLIES			
				33.54	73425358 531100	O&M-WWTP-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					223983	40877/1	06/01/2018		07/22/18	7.62
Invoice: 40877/1						PW/EPOXY GLUE				
					7.62	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					224117	41114/1	07/02/2018		07/22/18	15.97
Invoice: 41114/1						ENG/DISTILLED WATER, SHOP TOWELS				
					15.97	72011322 53110000485	GROUNDWTR MNGT PRGM-SUPPLIES			
					224127	41221/1	07/13/2018		07/22/18	52.24
Invoice: 41221/1						PW/BUCKETS, TIE DOWNS, FASTNERS				
					52.24	73111264 53110000908	2018 PAVEMENT MARKINGS-SUPPLY			
					224128	41195/1	07/11/2018		07/22/18	7.17
Invoice: 41195/1						PW/BUNGEE CORD				
					7.17	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					224129	41172/1	07/10/2018		07/22/18	13.04
Invoice: 41172/1						PW/RUBBING ALCOHOL				
					13.04	73411345 531100	OFFICE SUPPLIES			
					224130	41175/1	07/10/2018		07/22/18	103.27
Invoice: 41175/1						PW/DECK PAINT, BUCKET, COVERS				
					103.27	73111427 531100	OFFICE SUPPLIES			
					224131	41157/1	07/09/2018		07/22/18	9.70
Invoice: 41157/1						PW/FASTENERS, AIR FRESHENERS				
					9.70	73011215 531100	O&M-C/E-POLICE FAC-SUPPLIES			
					224132	41159/1	07/09/2018		07/22/18	16.34
Invoice: 41159/1						PW/SIMPLE GREEN				
					16.34	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					224133	41143/1	07/06/2018		07/22/18	82.80
Invoice: 41143/1						PW/LIGHT BULBS				
					82.80	73011215 531100	O&M-C/E-POLICE FAC-SUPPLIES			
					224134	41144/1	07/06/2018		07/22/18	.64
Invoice: 41144/1						PW/COUPLE INSERT POLY 1/2"				
					.64	73111423 531100	OFFICE SUPPLIES			
							CHECK	347992	TOTAL:	667.06
347993	07/25/2018	PRTD	863	INTERSTATE BATTERIES	224136	22053364	07/05/2018		07/22/18	245.20
Invoice: 22053364						POL/BATTERY FOR VEH 203				
					245.20	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	347993	TOTAL:	245.20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
347994	07/25/2018	PRTD	7994	PENINSULA SERVICES	223984	85602	06/30/2018		07/22/18	32.00
	Invoice: 85602						CRT/SHREDDING SERVICES			
					32.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
					224020	85603	06/30/2018	21800008	07/22/18	64.00
	Invoice: 85603						POL/MOBILE SHREDDING			
					64.00	51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK 347994 TOTAL:			96.00
347995	07/25/2018	PRTD	5079	ALLCOUNTY OPERATIONS	224135	22699	07/11/2018		07/22/18	225.00
	Invoice: 22699						PW/SEPTIC INSPECTION			
					225.00	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
							CHECK 347995 TOTAL:			225.00
347996	07/25/2018	PRTD	8991	ALLIANCE 2020, INC	224093	562763	06/30/2018		07/22/18	78.00
	Invoice: 562763						HR/SETUP FEE			
					78.00	31011131 535100	EXEC-C/E-SOFTWARE			
							CHECK 347996 TOTAL:			78.00
347997	07/25/2018	PRTD	7166	AMERICAN MESSAGING	223839	W4104492SG	07/01/2018		07/22/18	85.05
	Invoice: W4104492SG						PW/MESSAGING SERVICES			
					85.05	73637891 542100	O&M - ALLOC FACIL TELEPHONE			
							CHECK 347997 TOTAL:			85.05
347998	07/25/2018	PRTD	29	AMERICAN WATER WORKS	224137	7001569567	05/24/2018		07/22/18	221.00
	Invoice: 7001569567						PW/MEMBERSHIP RENEWAL:CK			
					221.00	73411345 549100	DUES/SUBSCRIPTIONS			
							CHECK 347998 TOTAL:			221.00
347999	07/25/2018	PRTD	4710	ASSOCIATED PETROLEU	223841	1269914-IN	06/28/2018		07/22/18	777.05
	Invoice: 1269914-IN						PW/235 GAL DIESEL			
					777.05	73638893 532000	O&M-FUEL USE-ALLOCATION			
					223842	1269915-IN	06/28/2018		07/22/18	855.18
	Invoice: 1269915-IN						PW/295 GAL UNLEADED			
					855.18	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					223843	1269530-IN	06/26/2018		07/22/18	675.13
	Invoice: 1269530-IN						PW/200 GAL DIESEL			
					675.13	73638893 532000	O&M-FUEL USE-ALLOCATION			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				223844	1269531-IN	06/26/2018		07/22/18	1,543.66
Invoice: 1269531-IN						PW/550 GAL UNLEADED			
				1,543.66	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				223845	1266620-IN	06/21/2018		07/22/18	525.89
Invoice: 1266620-IN						PW/191 GAL UNLEADED			
				525.89	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				223846	1266619-IN	06/21/2018		07/22/18	600.01
Invoice: 1266619-IN						PW/174 GAL DIESEL			
				600.01	73638893 532000	O&M-FUEL USE-ALLOCATION			
						CHECK	347999 TOTAL:		4,976.92
348000	07/25/2018	PRTD	7821 AUS WEST LOCKBOX	223848	1990777641	06/28/2018		07/22/18	53.99
Invoice: 1990777641						PW/LAUNDRY SERVICE			
				53.99	73638893 589310	LAUNDRY SERVICES			
				223849	1990787905	07/05/2018		07/22/18	53.99
Invoice: 1990787905						PW/LAUNDRY SERVICE			
				53.99	73638893 589310	LAUNDRY SERVICES			
						CHECK	348000 TOTAL:		107.98
348001	07/25/2018	PRTD	6492 ASSOCIATED EARTH SCI	224161	045054	06/28/2018		07/22/18	2,500.00
Invoice: 045054						GEOTECH THIRD PARTY REVIEWS			
				2,500.00	72655860 58600000370	GEO TECCH-3RD PARTY REVIEWS			
						CHECK	348001 TOTAL:		2,500.00
348002	07/25/2018	PRTD	1235 AT&T ONENET SERVICE	223850	1268395884	07/01/2018		07/22/18	15.97
Invoice: 1268395884						FIN/FAX LONG DIST JUL 18			
				15.97	91011189 542100	GG-C/E-CITY HALL-PHONE			
				223851	1268404601	07/01/2018		07/22/18	.61
Invoice: 1268404601						PCD/FAX LONG DIST JUL18			
				.61	91011189 542100	GG-C/E-CITY HALL-PHONE			
						CHECK	348002 TOTAL:		16.58
348003	07/25/2018	PRTD	1159 AUTOGLASS PLUS INC	223852	B0039386	05/07/2018		07/22/18	485.05
Invoice: B0039386						POL/WINDSHIELD FOR VEH 244			
				485.05	53011212 548100	POLICE - C/E PATROL MAINTENANC			
				223853	B0039622	06/15/2018		07/22/18	190.75
Invoice: B0039622						PW/SIDE WINDOW VEH 32			
				190.75	73411345 548100	REPAIRS & MAINTENANCE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
						CHECK 348003 TOTAL:			675.80
348004	07/25/2018	PRTD	4365 AUTOMATIC FUNDS TRAN	223854	BAIN1806983	06/30/2018		07/22/18	256.00
Invoice: BAIN1806983						FIN/ACH PAYMENT PROCESSING			
				128.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				128.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				223855	102109	06/28/2018		07/22/18	12.86
Invoice: 102109						FIN/FINAL BILL, PRINT & MAIL			
				2.43	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				2.44	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				3.99	91411891 542500	GG-WTR-FAC-POSTAGE			
				4.00	91421891 542500	GG-SWR-FAC-POSTAGE			
						CHECK 348004 TOTAL:			268.86
348005	07/25/2018	PRTD	47 BAINBRIDGE DISPOSAL	223858	0000770923	06/30/2018		07/22/18	258.98
Invoice: 0000770923						PW/JUN 18 COMMONS DISPOSAL SVC			
				258.98	91011755 547900	GG-C/E-COMMONS-GARBAGE			
				223859	0000771139	06/30/2018		07/22/18	497.04
Invoice: 0000771139						JUN 18 - DECANT GRIT BOX			
				497.04	91435838 547900	GG-DECANT-GARBAGE			
				223860	0000771166	06/30/2018		07/22/18	347.39
Invoice: 0000771166						JUN 18 CITY HALL DISPOSAL SVCS			
				347.39	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
				223861	0000770962	06/30/2018		07/22/18	1,923.51
Invoice: 0000770962						JUN 18 CITYWIDE DISPOSAL SVCS			
				143.25	91011215 547900	GG-C/E-PD-GARBAGE			
				335.09	91011768 547900	GG-C/E-PARKS-GARBAGE			
				332.83	91425358 547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)			
				1,112.34	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
				223862	0000771227	06/30/2018		07/22/18	56.07
Invoice: 0000771227						JUN 18 CITYWIDE DISPOSAL SVCS			
				56.07	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
						CHECK 348005 TOTAL:			3,082.99
348006	07/25/2018	PRTD	54 BAINBRIDGE RENTAL IN	223856	CON#36917	07/03/2018		07/22/18	89.26
Invoice: CON#36917						PW/TRIMMER LINE			
				89.26	73111427 531100	OFFICE SUPPLIES			
				223857	CON#36914	07/03/2018		07/22/18	119.30
Invoice: CON#36914						PW/BLADES, PENTAGON LINE			
				119.30	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	348006 TOTAL:	208.56
348007	07/25/2018	PRTD	55	SOUND PUBLISHING, IN	224021	7852447	06/30/2018		07/22/18	88.75
Invoice: 7852447							POL/CLASSIFIEDS: PROP ROOM			
					88.75	51011191 544000	PD-C/E-PROP RM-ADVERTISING			
								CHECK	348007 TOTAL:	88.75
348008	07/25/2018	PRTD	55	SOUND PUBLISHING, IN	224103	BIR816385	07/13/2018		07/22/18	87.36
Invoice: BIR816385							PCD/BLD23130 R-SFR			
					87.36	63470586 544000	CUR - DEV ZONING ADVERTISING			
					224104	BIR816390	07/13/2018		07/22/18	116.88
Invoice: BIR816390							PCD/NOA PLN51036 RUE			
					116.88	63470586 544000	CUR - DEV ZONING ADVERTISING			
								CHECK	348008 TOTAL:	204.24
348009	07/25/2018	PRTD	55	SOUND PUBLISHING, IN	223863	7852686-2161617	06/30/2018		07/22/18	43.08
Invoice: 7852686-2161617							HR/JOB AD: PW SUPERVISOR			
					43.08	33011161 544000	HR-C/E-ADVERTISING			
					223864	7852686-2162290	06/30/2018		07/22/18	45.06
Invoice: 7852686-2162290							HR/JOB AD: EM COORDINATOR			
					45.06	33011161 544000	HR-C/E-ADVERTISING			
								CHECK	348009 TOTAL:	88.14
348010	07/25/2018	PRTD	8883	WARREN JAMES CARLSON	224023	8.7.2018	07/13/2018		07/22/18	225.00
Invoice: 8.7.2018							POL/BALLOON SVCS: NNO			
					225.00	51011211 54110000649	NAT'L NIGHT OUT-PROF SVCS			
								CHECK	348010 TOTAL:	225.00
348011	07/25/2018	PRTD	7769	BERK & ASSOCIATES, I	223866	10284-06-18	07/03/2018		07/22/18	3,132.75
Invoice: 10284-06-18							2018 CODE CONSISTENCY REVIEW			
					3,132.75	31011131 541100	EXEC - C/E PROF SERVICES			
								CHECK	348011 TOTAL:	3,132.75
348012	07/25/2018	PRTD	45	BAINBRIDGE ISLAND CH	223868	Q2-2018	07/06/2018		07/22/18	20,880.03
Invoice: Q2-2018							2018 LTAC: VISITOR INFORMATION			
					20,880.03	91140573 541100	GG-TOUR-PROF SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	348012 TOTAL:	20,880.03
348013	07/25/2018	PRTD	50	BAINBRIDGE ISLAND EL	224140	20180057	06/29/2018		07/22/18	228.90
Invoice: 20180057						PW/HVAC REPAIR				
					228.90	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
					224141	20180067	06/29/2018		07/22/18	152.60
Invoice: 20180067						PW/WWTP BREAKER REPAIR ON PUMP				
					152.60	73425358 548100	O&M-WWTP-REPAIRS			
								CHECK	348013 TOTAL:	381.50
348014	07/25/2018	PRTD	2476	BAINBRIDGE ISLAND SE	223870	Q2-2018	07/09/2018		07/22/18	4,875.00
Invoice: Q2-2018						2018 OPERATING SUPPORT				
					4,875.00	31017555 54110000297	EX-ELDER DAY SVCS/INTERFAITH S			
								CHECK	348014 TOTAL:	4,875.00
348015	07/25/2018	PRTD	7183	BI SPECIAL NEEDS FOU	223871	2126	06/30/2018		07/22/18	3,625.00
Invoice: 2126						2018 OPERATING SUPPORT				
					3,625.00	31017686 54110000297	EX-HOPE HOUSE/BI SPEC NEEDS FO			
								CHECK	348015 TOTAL:	3,625.00
348016	07/25/2018	PRTD	8986	BLACKFISH VENTURES,	224024	SEP 18-01	07/09/2018		07/22/18	200.00
Invoice: SEP 18-01						POL/REFUND PARK DEPOSIT				
					200.00	62238 386000	PARK/DOCK USE DEPOSIT			
								CHECK	348016 TOTAL:	200.00
348017	07/25/2018	PRTD	4225	THE BROTHERS POWERSP	224025	9970186	06/28/2018		07/22/18	2,173.07
Invoice: 9970186						POL/MOTORCYCLE SERVICE				
					2,173.07	53011212 548100	POLICE - C/E PATROL MAINTENANC			
								CHECK	348017 TOTAL:	2,173.07
348018	07/25/2018	PRTD	8595	BRUCE TITUS FORD, IN	223872	67072053/3	05/24/2018		07/22/18	798.88
Invoice: 67072053/3						POL/VEH 203 INSPECTION & MX				
					798.88	53011212 548100	POLICE - C/E PATROL MAINTENANC			
								CHECK	348018 TOTAL:	798.88
348019	07/25/2018	PRTD	8980	CASS, LISA & LIEF	223680	70465	07/09/2018		07/22/18	629.94
Invoice: 70465						UB 12198 9689 NORTHTOWN LOOP NE				
					105.78	411 122100	WATER ACCOUNTS RECEIVABLE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					524.16 421 122100	SEWER ACCOUNTS RECEIVABLE				
								CHECK 348019 TOTAL:		629.94
348020	07/25/2018	PRTD	551	CENTURYLINK	224094	5996JUL18	07/07/2018		07/22/18	78.40
Invoice: 5996JUL18						E-PHONE @ WFP DOCK				
					78.40 91011757 542100	GG-GF-WFP DOCK-PHONE				
								CHECK 348020 TOTAL:		78.40
348021	07/25/2018	PRTD	8977	CHILDERS, JONATHAN	223819	70604	07/11/2018		07/22/18	180.22
Invoice: 70604						UB 11713 9418 TIDAL COURT NE				
					180.22 411 122100	WATER ACCOUNTS RECEIVABLE				
								CHECK 348021 TOTAL:		180.22
348022	07/25/2018	PRTD	8253	CHS NORTHWEST	223876	26082/H	07/05/2018		07/22/18	912.24
Invoice: 26082/H						PW/COARSE SALT BAG (98)				
					912.24 73637892 531100	O&M-ALLOC-WTR-CONSUMABLES				
								CHECK 348022 TOTAL:		912.24
348023	07/25/2018	PRTD	8491	CHUCKALS, INC.	223985	955384-0	07/10/2018		07/22/18	159.85
Invoice: 955384-0						CRT/OFFICE SUPPLIES				
					159.85 21011125 531100	COURT - SUPPLIES				
								CHECK 348023 TOTAL:		159.85
348024	07/25/2018	PRTD	460	CITY OF BI - PETTY C	224026	POL-2018-06	06/30/2018		07/22/18	20.52
Invoice: POL-2018-06						POL/PETTY CASH USE, JUN 2018				
					6.70 91011215 542500	GG-C/E-PD-POSTAGE				
					13.82 91011215 542500	GG-C/E-PD-POSTAGE				
								CHECK 348024 TOTAL:		20.52
348025	07/25/2018	PRTD	102	CITY OF BAINBRIDGE I	224054	RETREQFINAL-783	07/03/2018	21700174	07/22/18	545.25
Invoice: RETREQFINAL-783						RET - NEW BROOKLYN SEWER MAIN				
					545.25 72423434 66300000783	NB/N TOWN WOODS PUMP-CONSTR				
								CHECK 348025 TOTAL:		545.25
348026	07/25/2018	PRTD	104	CITY OF BREMERTON	224088	BKAT000436	07/02/2018		07/22/18	2,750.00
Invoice: BKAT000436						IT/JULY 2018 BKAT				
					2,750.00 81011881 542420	IT-C/E-TELEVISTED COUNCIL MEET				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	348026 TOTAL:	2,750.00
348027	07/25/2018	PRTD	7870	CLASSIC CYCLE, INC	224027	063018141545643	06/30/2018		07/22/18	130.78
Invoice: 063018141545643							POL/BIKE GEAR: FASTAIA			
						130.78 53011212 520000	POLICE - C/E PATROL BENEFITS			
								CHECK	348027 TOTAL:	130.78
348028	07/25/2018	PRTD	8990	COLLIERS INTERNATION	224089	SEA180459	06/25/2018		07/22/18	6,000.00
Invoice: SEA180459							ENG/POL STATION PROJECT JOB FEE			
						6,000.00 72311942 64110000724	PD/COURT BLDG-PROF SVCS/DESIGN			
								CHECK	348028 TOTAL:	6,000.00
348029	07/25/2018	PRTD	142	COPIERS NORTHWEST IN	224090	INV1788496	07/06/2018		07/22/18	578.47
Invoice: INV1788496							IT/OCE PLOTTER OVERAGE			
						289.23 61011581 545000	PCD - C/E ADMIN RENTS & LEASES			
						289.24 72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
								CHECK	348029 TOTAL:	578.47
348030	07/25/2018	PRTD	6363	LN CURTIS & SONS	224028	INV197801	07/03/2018		07/22/18	122.57
Invoice: INV197801							POL/TACO PUCHES: BENKERT, SHIELDS			
						122.57 53011212 531100	PD-C/E-PATROL SUPPLIES			
					224029	INV192076	06/13/2018		07/22/18	217.95
Invoice: INV192076							POL/EXTERNAL VEST: FASTAIA			
						217.95 53011212 531100	PD-C/E-PATROL SUPPLIES			
					224030	INV195566	06/26/2018		07/22/18	44.53
Invoice: INV195566							POL/PATCHES FOR CARRIER: MCCARTY			
						44.53 53011212 520000	POLICE - C/E PATROL BENEFITS			
								CHECK	348030 TOTAL:	385.05
348031	07/25/2018	PRTD	7016	CUSTOM PRINTING	223881	7782	06/11/2018		07/22/18	67.85
Invoice: 7782							PCD/BUS CARDS: KELLY T			
						67.85 63470588 549500	CUR-DEV PLAN-COPIES/PRINTING			
								CHECK	348031 TOTAL:	67.85
348032	07/25/2018	PRTD	672	DSC INC	224142	98152	07/09/2018		07/22/18	122.77
Invoice: 98152							PW/QUICK ADJ WRENCH			
						122.77 73411345 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	348032 TOTAL:		122.77
348033	07/25/2018	PRTD	8993	EATON CORPORATION	224143	49229688	06/19/2018		07/22/18	1,635.00
Invoice: 49229688							PW/WWTP BREAKER REPAIR			
					1,635.00	73425358 548100	O&M-WWTP-REPAIRS			
							CHECK	348033 TOTAL:		1,635.00
348034	07/25/2018	PRTD	6159	EVANS, THERESA J	223818	70603	07/11/2018		07/22/18	190.32
Invoice: 70603							UB 12007 8845 NORTHTOWN DRIVE NE			
					190.32	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	348034 TOTAL:		190.32
348035	07/25/2018	PRTD	7510	EXPERIAN	224031	CD1903002101	06/29/2018	21800001	07/22/18	92.88
Invoice: CD1903002101							POL/INFORMATION SERVICES			
					92.88	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
							CHECK	348035 TOTAL:		92.88
348036	07/25/2018	PRTD	212	FABRICARE 02 - PLANT	224032	07/02/18	07/02/2018		07/22/18	350.98
Invoice: 07/02/18							POL/LAUNDRY SERVICE			
					64.26	51011211 520000	PD-C/E ADMIN-BENEFITS			
					190.71	52011212 520000	POLICE - C/E INVEST BENEFITS			
					96.01	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	348036 TOTAL:		350.98
348037	07/25/2018	PRTD	1953	FERGUSON ENTERPRISES	223888	0667163	06/27/2018		07/22/18	54.50
Invoice: 0667163							PW/4090C AUTOGUN REPAIR ANALYSIS FEE			
					54.50	73637892 541100	O&M-ALLOC-WTR-PROF SVCS			
					223889	0657507-1	06/21/2018		07/22/18	8,146.22
Invoice: 0657507-1							PW/54 METERS			
					8,146.22	411 141100	WATER - INVENTORY			
							CHECK	348037 TOTAL:		8,200.72
348038	07/25/2018	PRTD	1953	FERGUSON ENTERPRISES	223886	SC37155	06/30/2018		07/22/18	81.46
Invoice: SC37155							PW/JUNE SVC CHARGE			
					81.46	73411345 531100	OFFICE SUPPLIES			
					223887	SC37184	06/30/2018		07/22/18	7.87
Invoice: SC37184							PW/SERVICE CHARGE FOR JUNE			
					7.87	73411345 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 348038 TOTAL:		89.33
348039	07/25/2018	PRTD	8146	FRAIK, ROBERT & BONN	223890	BLD16950	07/03/2018		07/22/18	375.00
Invoice: BLD16950						BLD16950 LANDSCAPE AGREEMENT REFUND				
					375.00	62338 386000 SURETY DEPOSITS CUS				
								CHECK 348039 TOTAL:		375.00
348040	07/25/2018	PRTD	8095	GUNARAMA WHOLESALE,	224034	955383	07/03/2018		07/22/18	548.27
Invoice: 955383						POL/GLOCK				
					548.27	53011212 531100 PD-C/E-PATROL SUPPLIES				
								CHECK 348040 TOTAL:		548.27
348041	07/25/2018	PRTD	4262	GEMPLER'S	223892	SI04242042	07/06/2018		07/22/18	229.42
Invoice: SI04242042						PW/SAFETY GLASSES, COATED GLOVES				
					229.42	73637891 531100 OFFICE SUPPLIES				
								CHECK 348041 TOTAL:		229.42
348042	07/25/2018	PRTD	8843	GOVERNMENT FINANCE O	223893	0161365S	06/26/2018		07/22/18	50.00
Invoice: 0161365S						FIN/GAAFR REVIEW NEWSLETTER SUBX				
					50.00	41011141 531100 FIN - C/E ADMIN SUPPLIES				
								CHECK 348042 TOTAL:		50.00
348043	07/25/2018	PRTD	513	GRAINGER	223894	9839174233	07/06/2018		07/22/18	175.42
Invoice: 9839174233						PW/DUFFEL BAGS				
					175.42	73637891 531100 OFFICE SUPPLIES				
					223895	9830991155	06/27/2018		07/22/18	290.36
Invoice: 9830991155						PW/HOIST, SLINGS				
					290.36	73637891 531100 OFFICE SUPPLIES				
					224144	9837138628	07/05/2018		07/22/18	72.10
Invoice: 9837138628						PW/PIPE WRENCH				
					72.10	73411345 531100 OFFICE SUPPLIES				
								CHECK 348043 TOTAL:		537.88
348044	07/25/2018	PRTD	2096	GRAY & OSBORNE INC	223986	17614-9	06/26/2018	21700158	07/22/18	5,258.69
Invoice: 17614-9						WATER SYSTEM DESIGN IMPRVMENTS				
					5,258.69	72413434 64110000819 WATER IMPR PROJECTS 2017-ENG				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 348044 TOTAL:		5,258.69
348045	07/25/2018	PRTD	1517	GUARDIAN SECURITY SY	224033	827503	07/01/2018	21800002	07/22/18	44.00
Invoice: 827503						POL/ALARM MONITORING				
					44.00	51011215 541100 POLICE - C/E FACIL PROF SVCS				
								CHECK 348045 TOTAL:		44.00
348046	07/25/2018	PRTD	253	HACH COMPANY	224123	11027158	06/29/2018		07/22/18	382.88
Invoice: 11027158						ENG/WATER QUAL FLOW SUPPLIES				
					382.88	72637319 53110000809 WATER QUAL FLOW MONIT-SUPPLIES				
					224124	11027159	06/29/2018		07/22/18	103.56
Invoice: 11027159						ENG/WATER QUAL FLOW SUPPLIES				
					103.56	72637319 53110000809 WATER QUAL FLOW MONIT-SUPPLIES				
					224125	11034108	07/05/2018		07/22/18	674.92
Invoice: 11034108						ENG/WATER QUAL FLOW SUPPLIES				
					674.92	72637319 53110000809 WATER QUAL FLOW MONIT-SUPPLIES				
								CHECK 348046 TOTAL:		1,161.36
348047	07/25/2018	PRTD	8982	HARRINGTON, KENNETH	223820	70605	07/11/2018		07/22/18	70.04
Invoice: 70605						UB 12226 4471 PLEASANT BEACH DRIVE NE				
					70.04	421 122100 SEWER ACCOUNTS RECEIVABLE				
								CHECK 348047 TOTAL:		70.04
348048	07/25/2018	PRTD	7180	HELPLINE HOUSE	223897	Q2-2018	07/05/2018		07/22/18	5,859.80
Invoice: Q2-2018						Q2 2018 FOOD PURCHASES				
					5,859.80	31017512 54110000297 EX-HELPLINE-WELFARE SVCS				
								CHECK 348048 TOTAL:		5,859.80
348049	07/25/2018	PRTD	280	INTEGRA CHEMICAL COM	223898	0127622-IN	06/15/2018		07/22/18	3,341.51
Invoice: 0127622-IN						PW/SODIUM FLOURIDE				
					3,341.51	73637892 531100 O&M-ALLOC-WTR-CONSUMABLES				
								CHECK 348049 TOTAL:		3,341.51
348050	07/25/2018	PRTD	8945	MANDY OENS	224035	1120	06/25/2018		07/22/18	47.83
Invoice: 1120						POL/OOY AND COY PLATES				
					47.83	51011211 531100 PD-C/E-ADM-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
						CHECK 348050 TOTAL:			47.83
348051	07/25/2018	PRTD	333 KITSAP COUNTY AUDITO	223899	403958	06/30/2018		07/22/18	85.00
	Invoice: 403958					PCD/PLN50380 COVENANT			
					85.00 63470588 551000	CUR-DEV PLAN-RECORDING FEES			
				223987	404880	06/13/2018		07/22/18	109.00
	Invoice: 404880					ENG/EASEMENT FOR NTOWN-NB PUMP CONSTR			
					109.00 72423434 66300000783	NB/N TOWN WOODS PUMP-CONSTR			
						CHECK 348051 TOTAL:			194.00
348052	07/25/2018	PRTD	4168 KITSAP COUNTY SHERIF	224095	06/30/18	06/30/2018		07/22/18	2,500.00
	Invoice: 06/30/18					POL/TRAFFIC SAFETY SUPPORT			
					2,500.00 53011217 551000	PD-C/E-TRAF PATROL-INTERGOVERN			
						CHECK 348052 TOTAL:			2,500.00
348053	07/25/2018	PRTD	1505 KITSAP COUNTY TREASU	223900	JUN18	06/30/2018		07/22/18	75.01
	Invoice: JUN18					KC OUT COURT REMIT JUN 18			
					68.01 41612860 586000	CRIME VICTIMS-OUT			
					7.00 41613860 586000	COUNTY LAW LIB - DISB OUT			
						CHECK 348053 TOTAL:			75.01
348054	07/25/2018	PRTD	1971 KELLEY IMAGING SYSTE	224036	22946533	07/03/2018	21800009	07/22/18	279.04
	Invoice: 22946533					POL/4555C COPIER LEASE			
					279.04 51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
				224105	22994905	07/12/2018		07/22/18	272.41
	Invoice: 22994905					PCD/E-STUDIO4555C COPIER LEASE			
					272.41 61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
						CHECK 348054 TOTAL:			551.45
348055	07/25/2018	PRTD	8398 KITSAP COMMUNITY RES	223903	Q2-2018	07/06/2018		07/22/18	7,495.03
	Invoice: Q2-2018					Q2 2018 PROGRAM SUPPORT			
					7,495.03 31017592 54130300297	EMERGENCY RENTAL ASSISTANCE			
						CHECK 348055 TOTAL:			7,495.03
348056	07/25/2018	PRTD	579 KITSAP SUN	223988	2034802	06/30/2018		07/22/18	75.57
	Invoice: 2034802					ENG/NTC: MILLER RD SHOULDER IMPRVMTS			
					37.78 72334562 64400000800	C40-MILLER RD-ADV			
					37.79 72334562 64400000780	C40-FLETCHER BAY-ADV			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	348056 TOTAL:		75.57
348057	07/25/2018	PRTD	579	KITSAP SUN	223904	2054962	06/30/2018		07/22/18	179.00
Invoice: 2054962						HR/AD: MAINT TECH III				
					179.00	33011161 544000	HR-C/E-ADVERTISING			
					223905	2039907/2039244	06/30/2018		07/22/18	148.55
Invoice: 2039907/2039244						HR/AD: PW SUPERVISOR				
					148.55	33011161 544000	HR-C/E-ADVERTISING			
							CHECK	348057 TOTAL:		327.55
348058	07/25/2018	PRTD	8207	LEADERSHIP KITSAP FO	224097	71224	07/12/2018		07/22/18	2,500.00
Invoice: 71224						POL/TUITION: C. SIAS				
					2,500.00	53011212 443410	POLICE - C/E PATROL TRAINING			
							CHECK	348058 TOTAL:		2,500.00
348059	07/25/2018	PRTD	8640	LEAGUE OF WOMEN VOTE	224037	06/15/18	06/15/2018		07/22/18	60.00
Invoice: 06/15/18						POL/DUES: HAMNER				
					60.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
							CHECK	348059 TOTAL:		60.00
348060	07/25/2018	PRTD	8294	MARK LEESE	224106	06/30/18	06/30/2018		07/22/18	150.00
Invoice: 06/30/18						FIN/RENTAL DEPOSIT REFUND				
					150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			
							CHECK	348060 TOTAL:		150.00
348061	07/25/2018	PRTD	7987	LEGACY TELECOMMUNICA	223989	35899	06/01/2018		07/22/18	1,172.84
Invoice: 35899						PW/WWTP GENERATOR LOAD TEST				
					1,172.84	73425358 548100	O&M-WWTP-REPAIRS			
							CHECK	348061 TOTAL:		1,172.84
348062	07/25/2018	PRTD	8992	ANITA LEMIEUX	224107	07/14/18	07/14/2018		07/22/18	150.00
Invoice: 07/14/18						FIN/RENTAL DEPOSIT REFUND				
					150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			
							CHECK	348062 TOTAL:		150.00
348063	07/25/2018	PRTD	5011	LEXISNEXIS RISK SOLU	224038	1272084-20180630	06/30/2018	21800010	07/22/18	54.50
Invoice: 1272084-20180630						POL/INFORMATION SERVICES				
					54.50	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 348063 TOTAL:		54.50
348064	07/25/2018	PRTD	5262	LIDEN LAND DEV & EXC	224053	PAYREQFINAL-783	07/03/2018	21700173	07/22/18	11,341.20
	Invoice: PAYREQFINAL-783					NEW BROOKLYN GRAVITY SEWER PRJ				
					11,341.20	72423434 66300000783	NB/N TOWN WOODS PUMP-CONSTR			
								CHECK 348064 TOTAL:		11,341.20
348065	07/25/2018	PRTD	7970	LUNT, JOHN	223991	060618-001	06/06/2018		07/22/18	820.00
	Invoice: 060618-001					EX/COBI PREPARES POSTER				
					820.00	31011256 541100	EX-C/E-EMERG PREP-PROF SVCS			
								CHECK 348065 TOTAL:		820.00
348066	07/25/2018	PRTD	8984	MANDELL, LEWIS & NAN	223822	70607	07/11/2018		07/22/18	7.83
	Invoice: 70607					UB 12450 3720 POINT WHITE DRIVE NE				
					7.83	421 122100	SEWER ACCOUNTS RECEIVABLE			
								CHECK 348066 TOTAL:		7.83
348067	07/25/2018	PRTD	163	DENNIS MARTIN	224098	JUN18	06/29/2018		07/22/18	151.31
	Invoice: JUN18					LEOFF1 REIMBURSEMENT				
					151.31	91029211 521500	POLICE - INS ADD MEDICAL COSTS			
								CHECK 348067 TOTAL:		151.31
348068	07/25/2018	PRTD	8981	MARTINEZ, MARLEEN	223681	70466	07/09/2018		07/22/18	460.28
	Invoice: 70466					UB 11495 8750 LAUGHING SALMON LANE				
					460.28	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 348068 TOTAL:		460.28
348069	07/25/2018	PRTD	8987	LEIGH ANNE MCKEEN	224039	SEP 18-17	07/09/2018		07/22/18	200.00
	Invoice: SEP 18-17					POL/REFUND PARK DEPOSIT				
					200.00	62238 386000	PARK/DOCK USE DEPOSIT			
								CHECK 348069 TOTAL:		200.00
348070	07/25/2018	PRTD	7038	MOON SECURITY SERVIC	223992	934199	06/30/2018		07/22/18	1,018.00
	Invoice: 934199					CRT/HOUSE ARREST SVCS				
					1,018.00	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK 348070 TOTAL:			1,018.00
348071	07/25/2018	PRTD	2574	NATIONAL BARRICADE C	223994	276640	06/28/2018		07/22/18	573.59
	Invoice: 276640						PW/ROAD SIGNS			
					573.59	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					224145	276641	06/28/2018		07/22/18	2,248.13
	Invoice: 276641						PW/50 BARRICADES			
					2,248.13	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK 348071 TOTAL:			2,821.72
348072	07/25/2018	PRTD	8581	NEOGOV	224099	INV24710	06/26/2018		07/22/18	500.00
	Invoice: INV24710						EX/NEOGOV BACKGROUND CHECK INTEGRATION			
					500.00	31011131 535100	EXEC-C/E-SOFTWARE			
							CHECK 348072 TOTAL:			500.00
348073	07/25/2018	PRTD	4111	OLYMPIC SPRINGS INC	224041	309119	06/30/2018	21800012	07/22/18	106.17
	Invoice: 309119						POL/PURIFIED WATER			
					106.17	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK 348073 TOTAL:			106.17
348074	07/25/2018	PRTD	7925	OMNIPARK, INC	224042	111241	07/01/2018	21800006	07/22/18	379.32
	Invoice: 111241						POL/PARKING SYSTEM SUPPORT			
					379.32	51011215 548500	POLICE - C/E FACIL COMP MAINT			
							CHECK 348074 TOTAL:			379.32
348075	07/25/2018	PRTD	8954	ONE WAY BACKFLOW TES	223995	PAYREQ5-510	07/03/2018	21800075	07/22/18	2,750.00
	Invoice: PAYREQ5-510						2018 BACKFLOW TESTING			
					2,750.00	73411349 54110000510	BACKFLOW TEST-PRO SVCS			
					223996	PAYREQ6-510	07/09/2018	21800075	07/22/18	940.00
	Invoice: PAYREQ6-510						2018 BACKFLOW TESTING			
					940.00	73411349 54110000510	BACKFLOW TEST-PRO SVCS			
					224146	PAYREQ7-510	07/16/2018	21800075	07/22/18	1,710.00
	Invoice: PAYREQ7-510						2018 BACKFLOW TESTING			
					1,710.00	73411349 54110000510	BACKFLOW TEST-PRO SVCS			
							CHECK 348075 TOTAL:			5,400.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
348076	07/25/2018	PRTD	8286	SUPERINTENDENT OF P	224043	14150	07/05/2018		07/22/18	172.00
Invoice: 14150						POL/FINGERPRINTING				
					172.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
					224044	14160	07/06/2018		07/22/18	43.00
Invoice: 14160						POL/FINGERPRINTING				
					43.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
					224045	14141	06/26/2018		07/22/18	258.00
Invoice: 14141						POL/FINGERPRINTING				
					258.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
							CHECK	348076 TOTAL:		473.00
348077	07/25/2018	PRTD	458	PENINSULA FIRE INC	223997	06282018BR2	06/28/2018		07/22/18	325.37
Invoice: 06282018BR2						PW/EXIT COMBO LIGHTS				
					325.37	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
							CHECK	348077 TOTAL:		325.37
348078	07/25/2018	PRTD	8544	PHILANTHROPY NORTHWE	223998	TGP 2803	06/30/2018		07/22/18	125.00
Invoice: TGP 2803						EX/HUMAN SVCS FUNDING				
					125.00	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
							CHECK	348078 TOTAL:		125.00
348079	07/25/2018	PRTD	8922	REXEL USA INC.	223999	SC68054	06/25/2018		07/22/18	36.45
Invoice: SC68054						FIN/FINANCE CHARGE				
					36.45	41011141 549900	FIN-C/E-MISC EXP			
							CHECK	348079 TOTAL:		36.45
348080	07/25/2018	PRTD	7153	PORT MADISON ENTERPR	224147	62488	07/10/2018		07/22/18	720.00
Invoice: 62488						PW/20YD BARK				
					720.00	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
							CHECK	348080 TOTAL:		720.00
348081	07/25/2018	PRTD	360	PROBUILD COMPANY LLC	224000	1710272	06/27/2018		07/22/18	53.92
Invoice: 1710272						PW/QUICK SET CEMENT				
					53.92	73431835 531100	OFFICE SUPPLIES			
					224001	1709751	06/23/2018		07/22/18	24.24
Invoice: 1709751						PW/LUMBER				
					24.24	73011255 531100	O&M-C/E-COURT FAC-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	348081 TOTAL:	78.16
348082	07/25/2018	PRTD	8877	PRPOSE	224002	1073	07/02/2018		07/22/18	2,100.00
Invoice: 1073							EX/PUBLIC RELATIONS SERVICES			
					2,100.00	31011572 541100	EXEC-C/E-OUTREACH-PROF SVCS			
								CHECK	348082 TOTAL:	2,100.00
348083	07/25/2018	PRTD	4698	PUBLIC SAFETY CENTER	224046	5811115	06/25/2018		07/22/18	1,437.28
Invoice: 5811115							POL/FENTANYL KITS X25			
					1,437.28	53011560 531100	POLICE - C/E PATROL EP OFC SUP			
								CHECK	348083 TOTAL:	1,437.28
348084	07/25/2018	PRTD	2203	PUBLIC SAFETY TESTIN	224003	2018-8355	07/06/2018		07/22/18	257.00
Invoice: 2018-8355							EX/CIVIL SERVICE TESTING Q2 2018			
					257.00	91011211 541100	GG-C/E-CIVIL SVC-PROF SVCS			
								CHECK	348084 TOTAL:	257.00
348085	07/25/2018	PRTD	1205	PUGET SOUND ENERGY	224126	9932JUL18	07/10/2018		07/22/18	19.72
Invoice: 9932JUL18							184 WINSLOW WAY E			
					19.72	91011739 547100	COMM EVENTS-ELECTRICITY			
					224150	3319JUN18	07/09/2018		07/22/18	28.04
Invoice: 3319JUN18							PW/CASEY ST WATER METER			
					28.04	73416345 547100	CASEY STREET WTR-ELECTRICITY			
								CHECK	348085 TOTAL:	47.76
348086	07/25/2018	PRTD	6541	PUGET SOUND ENERGY	224149	8272JUL18	07/10/2018		07/22/18	544.69
Invoice: 8272JUL18							PW/SETUP FOR 184 WINSLOW WY E METER			
					544.69	73011739 54810000805	WINSLOW WAY POWER IMPR-REPAIRS			
								CHECK	348086 TOTAL:	544.69
348087	07/25/2018	PRTD	7187	RANDOLPH BAUER	224004	CR01807066	06/21/2018		07/22/18	90.00
Invoice: CR01807066							PW/DECANT 6/21-7/19			
					90.00	73435838 545000	O&M-DECANT-RENTS			
					224006	CR01807064	06/21/2018		07/22/18	90.00
Invoice: CR01807064							PW/PW SHOP 6/21-7/19			
					90.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
					224007	CR01807063	06/21/2018		07/22/18	90.00
Invoice: CR01807063							PW/PRITCHARD PARK 6/21-7/19			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					224008	CR01807062	06/21/2018		07/22/18	180.00
				Invoice: CR01807062			PW/PRITCHARD PARK 6/21-7/19			
					180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
							CHECK	348087 TOTAL:		450.00
348088	07/25/2018	PRTD	7801	REDSIDE CONSTRUCTION	224086	PAYREQFINAL-732	07/03/2018	21700112	07/22/18	41,976.99
				Invoice: PAYREQFINAL-732			CITY DOCK IMPROVEMENTS			
					41,976.97	72311475 66300000732	WF PARK DOCK IMPRV-CONSTR			
					.02	72311475 66300000732	WF PARK DOCK IMPRV-CONSTR			
							CHECK	348088 TOTAL:		41,976.99
348089	07/25/2018	PRTD	8745	RELIABLE STORAGE BAI	224047	28203	07/02/2018	21800004	07/22/18	213.00
				Invoice: 28203			POL/STORAGE UNIT RENTAL C34			
					213.00	53011212 545000	POLICE - C/E PATROL RENTS			
							CHECK	348089 TOTAL:		213.00
348090	07/25/2018	PRTD	5848	ROLLING BAY LAND CO	224048	SERP 18-20	07/12/2018		07/22/18	150.00
				Invoice: SERP 18-20			POL/REFUND ROW FEE			
					150.00	11154 322400	ROW PERMITS-SHORT TERM USE			
							CHECK	348090 TOTAL:		150.00
348091	07/25/2018	PRTD	639	EDWARD ROSENBAUM, PH	224049	314075	07/09/2018		07/22/18	350.00
				Invoice: 314075			POL/PRE HIRE EVALUATION			
					350.00	53011212 541100	POLICE - C/E PATROL PROF SVCS			
							CHECK	348091 TOTAL:		350.00
348092	07/25/2018	PRTD	5251	ROTARY CLUB OF BAINB	224051	8393	07/02/2018	21800011	07/22/18	230.00
				Invoice: 8393			POL/QUARTERLY DUES/HAMNER			
					230.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
							CHECK	348092 TOTAL:		230.00
348093	07/25/2018	PRTD	6180	SCE INC	224010	1769	06/29/2018	21800017	07/22/18	2,120.00
				Invoice: 1769			WOODWARD / SAKAI TRAIL PSA			
					2,120.00	72111262 54110000898	WOODWARD/SAKAI TRAIL-PROF SVCS			
							CHECK	348093 TOTAL:		2,120.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
348094	07/25/2018	PRTD	1670	SEATTLE PUMP & EQUIP	224011	18-3760	06/27/2018		07/22/18	394.48
	Invoice: 18-3760					PW/CATCH BASIN MX SUPPLIES				
					394.48	73431835 531100 OFFICE SUPPLIES				
								CHECK 348094 TOTAL:		394.48
348095	07/25/2018	PRTD	8983	SELIGMAN, DAVID	223821	70606	07/11/2018		07/22/18	30.51
	Invoice: 70606					UB 10517 637 MADISON AVENUE N				
					30.51	411 122100 WATER ACCOUNTS RECEIVABLE				
								CHECK 348095 TOTAL:		30.51
348096	07/25/2018	PRTD	7173	SKILLINGS CONNOLLY I	224057	11240	07/03/2018	21600086	07/22/18	1,577.06
	Invoice: 11240					MILLER RD TOLO-PETERSON HILL				
					1,577.06	72334562 64110000800 C40-MILLER RD-ENG/DESIGN				
								CHECK 348096 TOTAL:		1,577.06
348097	07/25/2018	PRTD	8129	SMARSH INC	224091	INV00382101	06/30/2018		07/22/18	639.50
	Invoice: INV00382101					IT/TEXT & SOCIAL MEDIA ARCHIVE JUN 18				
					639.50	81011881 548500 IT - C/E COMPUTER SUPPORT				
								CHECK 348097 TOTAL:		639.50
348098	07/25/2018	PRTD	8040	SOLENIS LLC	224013	131324273	07/02/2018		07/22/18	4,293.29
	Invoice: 131324273					PW/PRAESTOL K 279 FLX IBC 100L				
					4,293.29	73425358 531100 O&M-WWTP-SUPPLIES				
								CHECK 348098 TOTAL:		4,293.29
348099	07/25/2018	PRTD	8855	SOUND LAW CENTER	224014	2125	07/02/2018		07/22/18	132.85
	Invoice: 2125					HEX/HEARING SVCS PLN508505A & B				
					132.85	34470586 54111000951 HEX-INHABIT LLC				
					224016	2112	07/02/2018		07/22/18	3,645.00
	Invoice: 2112					HEX/PLN50901, PLN508505 A&B				
					1,277.50	34470586 54111000950 HEX-BEIERLE APPEAL				
					2,280.00	34470586 54111000951 HEX-INHABIT LLC				
					87.50	34470586 541110 HEX - DEV HEARING EX & PRO TEM				
								CHECK 348099 TOTAL:		3,777.85
348100	07/25/2018	PRTD	601	SOUND REPROGRAPHICS	224017	63580	06/13/2018		07/22/18	271.42
	Invoice: 63580					PCD/COROPLAST SIGNS				
					271.42	61011586 53110000930 COMP PLAN IMPL-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				224052	63435	06/07/2018		07/22/18	673.30
	Invoice: 63435				POL/BOATING BROCHURES X 2000				
				673.30	55011757 531100 PD-HARBORMASTER-SUPPLIES				
						CHECK	348100 TOTAL:		944.72
348101	07/25/2018	PRTD	8738 SPEAKWRITE, LLC	224058	6E2C4F1E	07/01/2018		07/22/18	300.00
	Invoice: 6E2C4F1E				POL/TRANSCRIPTION SERVICES				
				300.00	52011212 541100 POLICE - C/E INVEST PROF SVCS				
						CHECK	348101 TOTAL:		300.00
348102	07/25/2018	PRTD	8132 SPECTRA LABORATORIES	224059	18-04781	06/28/2018		07/22/18	38.18
	Invoice: 18-04781				PW/ROCKAWAY TESTING				
				38.18	73415345 54110000391 LAB SVCS-WATER ROCKAWAY				
				224060	18-04780	06/28/2018		07/22/18	229.08
	Invoice: 18-04780				PW/WINWTR				
				229.08	73411345 54110000391 LAB SVCS-WATER				
				224061	18-04793	06/28/2018		07/22/18	77.28
	Invoice: 18-04793				PW/WINWTR ECOLI TESTING				
				77.28	73411345 54110000391 LAB SVCS-WATER				
				224153	18-05003	07/03/2018		07/22/18	51.52
	Invoice: 18-05003				PW/WINWTR NITRATE TESTING				
				51.52	73411345 54110000391 LAB SVCS-WATER				
						CHECK	348102 TOTAL:		396.06
348103	07/25/2018	PRTD	2467 STAPLES ADVANTAGE	224108	3383495366	07/07/2018		07/22/18	46.01
	Invoice: 3383495366				PCD/OFFICE SUPPLIES				
				46.01	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				224109	3383495367	07/07/2018		07/22/18	186.63
	Invoice: 3383495367				PCD/OFFICE SUPPLIES				
				186.63	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				224110	3383495368	07/07/2018		07/22/18	32.98
	Invoice: 3383495368				PCD/ENVELOPES, PAPER TOWELS				
				32.98	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				224111	3383495370	07/07/2018		07/22/18	-10.64
	Invoice: 3383495370				PCD/TRASH BAG RETURN				
				-10.64	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				224112	3383495372	07/07/2018		07/22/18	79.37
	Invoice: 3383495372				PCD/PAPER				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					79.37	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					224113	3383495371	07/07/2018		07/22/18	47.91
				Invoice: 3383495371			PCD/VARIOUS OFFICE SUPPLIES			
					47.91	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					224114	3383495365	07/07/2018		07/22/18	92.93
				Invoice: 3383495365			PCD/PAPER, PENS			
					92.93	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					224115	3383495369	07/07/2018		07/22/18	635.20
				Invoice: 3383495369			PCD/PRESSBOARD FOLDERS (15)			
					635.20	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
								CHECK 348103 TOTAL:		1,110.39
348104	07/25/2018	PRTD	2122	STERICYCLE INC	224062	3004320798	06/30/2018	21800007	07/22/18	10.36
				Invoice: 3004320798			POL/BIOHAZARD DISPOSAL			
					10.36	51011211 541100	PD-C/E-ADM-PROF SVCS			
								CHECK 348104 TOTAL:		10.36
348105	07/25/2018	PRTD	8199	SYSTEMS FOR PUBLIC S	224018	33561	06/15/2018		07/22/18	238.97
				Invoice: 33561			POL/AIRBAG SWITCH VEH 203			
					238.97	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK 348105 TOTAL:		238.97
348106	07/25/2018	PRTD	6714	TOSHIBA FINANCIAL SE	224063	22946532	07/03/2018		07/22/18	273.60
				Invoice: 22946532			PW/E-STUDIO4555C LEASE			
					273.60	73637891 545000	RENTS & LEASES - OPERATING			
					224116	22994904	07/12/2018		07/22/18	402.10
				Invoice: 22994904			PCD/E-STUDIO6560C T COPIER LEASE			
					402.10	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
								CHECK 348106 TOTAL:		675.70
348107	07/25/2018	PRTD	4245	TRAFFIC SAFETY SUPPL	224154	INV002846	06/21/2018		07/22/18	1,247.69
				Invoice: INV002846			PW/BARRICADE			
					1,247.69	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
								CHECK 348107 TOTAL:		1,247.69
348108	07/25/2018	PRTD	8634	TROEMNER, LLC	224064	00899222	06/15/2018		07/22/18	122.10
				Invoice: 00899222			PW/WEIGHT CALIBRATION (3)			
					122.10	73425358 541100	O&M-WWTP-PROF SVCS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	348108	TOTAL:	122.10
348109	07/25/2018	PRTD	8988	MICHAEL TURNER/DEREK	224065	SEP 18-13	07/09/2018		07/22/18	200.00
Invoice: SEP 18-13							POL/REFUND PARK DEPOSIT			
					200.00	62238 386000	PARK/DOCK USE DEPOSIT			
							CHECK	348109	TOTAL:	200.00
348110	07/25/2018	PRTD	2190	UNITED PARCEL SERVIC	224067	000028Y3Y1268	06/30/2018		07/22/18	23.61
Invoice: 000028Y3Y1268							POL/SHIPPING			
					23.61	91011215 542500	GG-C/E-PD-POSTAGE			
							CHECK	348110	TOTAL:	23.61
348111	07/25/2018	PRTD	2425	THE UPS STORE #1265	224066	06/22/18	06/22/2018		07/22/18	145.04
Invoice: 06/22/18							PW/SHIPPING			
					145.04	91425358 542500	GG-WWTP-POSTAGE/SHIPPING			
							CHECK	348111	TOTAL:	145.04
348112	07/25/2018	PRTD	1152	USA BLUE BOOK	224068	605574	06/21/2018		07/22/18	114.48
Invoice: 605574							PW/TOWELS & WIPES			
					114.48	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	348112	TOTAL:	114.48
348113	07/25/2018	PRTD	553	UTILITIES UNDERGROUN	224069	8060105	06/30/2018		07/22/18	258.00
Invoice: 8060105							PW/EXCAVATION NOTICES FOR JUNE 2018			
					258.00	73637893 54110000393	O&M ALLOC-LOCATING SVCS			
							CHECK	348113	TOTAL:	258.00
348114	07/25/2018	PRTD	8989	VALPAK OF W. WA	224070	64224	07/05/2018		07/22/18	152.92
Invoice: 64224							POL/COUPON FOR NNO			
					152.92	51011211 54400000649	NAT'L NIGHT OUT-ADVERTISING			
							CHECK	348114	TOTAL:	152.92
348115	07/25/2018	PRTD	5402	VIRTUAL GRAFFITI INC	224092	790268	07/05/2018		07/22/18	8,218.89
Invoice: 790268							IT/BACKUP SYSTEM			
					8,218.89	81011881 548500	IT - C/E COMPUTER SUPPORT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 348115 TOTAL:		8,218.89
348116	07/25/2018	PRTD	605	WA ST AUDITOR'S OFFI	224159	L126124	07/11/2018		07/22/18	18,918.32
Invoice: L126124						FIN/2017 CAFR AUDIT				
					12,263.90	91011423 541100 FIN-C/E STATE AUDITOR				
					1,214.29	91111433 541100 FIN-STREET-STATE AUDITOR				
					644.92	91411341 541100 GG-WTR-ADM-PROF SVCS				
					2,224.24	91421351 541100 GG-SWR-ADM-PROF SVCS				
					1,194.26	91431383 541100 GG-SSWM-ADM-PROF SVCS				
					688.36	91470148 541100 FIN-DEV-STATE AUDITOR				
					688.35	91471148 541100 FIN-BLDG-STATE AUDITOR				
								CHECK 348116 TOTAL:		18,918.32
348117	07/25/2018	PRTD	4104	WA ST FERRIES	224071	RK314277	06/30/2018		07/22/18	311.10
Invoice: RK314277						WAVE2GO JUNE 2018				
					155.15	51011211 543100 PD-C/E-ADM-TRAVEL/MEALS/LODGIN				
					37.40	61011581 543100 PCD - C/E ADMIN TRAVEL EXPENSE				
					18.70	72011321 543100 ENG - C/E ADMIN TRAVEL EXPENSE				
					99.85	73011189 543100 O&M-FAC-TRAVEL/MEALS/LODGING				
								CHECK 348117 TOTAL:		311.10
348118	07/25/2018	PRTD	952	WASHINGTON STATE PAT	224072	I18008951	07/05/2018		07/22/18	352.00
Invoice: I18008951						JUN 18 BACKGROUND CHECKS				
					352.00	41654861 586100 AGENCY DISBURSEMENTS				
								CHECK 348118 TOTAL:		352.00
348119	07/25/2018	PRTD	2251	WA ST TREASURER	224073	JUN18-SBCC	06/30/2018		07/22/18	258.00
Invoice: JUN18-SBCC						COURT OUT REMIT SBCC JUN18				
					258.00	41652860 586000 SBCC BLDG.-OUT				
					224074	JUN18	06/30/2018		07/22/18	5,079.36
Invoice: JUN18						COURT OUT REMIT JUN 18				
					2,112.20	41611860 586000 PSEA 60% OUT				
					1,170.55	41610860 586000 PSEA 30% OUT				
					41.75	41619860 586000 PSEA 3 - STATE DISB OUT				
					370.21	41616860 586000 THEFT PRV&TR BRAIN INJ-OUT				
					71.36	41616860 586000 THEFT PRV&TR BRAIN INJ-OUT				
					1,004.15	41614860 586000 JUDICIAL INFO SYST.-OUT				
					.82	41615860 586000 BREATH TEST-CUSTODIAL				
					47.16	41617860 586000 SCHOOL SAFETY ZONE-OUT				
					185.38	41618860 586000 TRAUMA CARE-OUT				
					10.41	41618860 586000 TRAUMA CARE-OUT				
					6.32	41618860 586000 TRAUMA CARE-OUT				
					36.13	41618860 586000 TRAUMA CARE-OUT				
					22.92	41615860 586961 STATE CRIME LAB				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK 348119 TOTAL:			5,337.36
348120	07/25/2018	PRTD	7551	WASHINGTON TRACTOR I	224075	1596292	06/18/2018		07/22/18	109.54
Invoice: 1596292							PW/ELECTRICAL SUPPLIES FOR STATOR			
					109.54	73011483 531100	O&M-C/E-MECH SHOP-SUPPLIES			
					224077	1598543	06/19/2018		07/22/18	12.41
Invoice: 1598543							PW/BOLT FOR STATOR			
					12.41	73011483 531100	O&M-C/E-MECH SHOP-SUPPLIES			
					224079	1604210	06/25/2018		07/22/18	626.49
Invoice: 1604210							PW/STOCK PARTS			
					626.49	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
							CHECK 348120 TOTAL:			748.44
348121	07/25/2018	PRTD	5709	WEBCHECK INC	224080	6023	07/03/2018		07/22/18	359.70
Invoice: 6023							FIN/WEBCHECK SERVICES JUN 18			
					179.85	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					179.85	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK 348121 TOTAL:			359.70
348122	07/25/2018	PRTD	4430	WESSPUR TREE EQUIPME	224155	IN-111597	07/10/2018		07/22/18	156.53
Invoice: IN-111597							PW/POLE COUPLER			
					156.53	73431835 531100	OFFICE SUPPLIES			
							CHECK 348122 TOTAL:			156.53
348123	07/25/2018	PRTD	8390	WEST HILLS FORD MAZD	224081	104291	06/19/2018		07/22/18	533.81
Invoice: 104291							POL/VEH 201 BRAKE PARTS			
					533.81	53011212 548100	POLICE - C/E PATROL MAINTENANC			
							CHECK 348123 TOTAL:			533.81
348124	07/25/2018	PRTD	499	WESTBAY AUTO PARTS I	224082	366560	06/07/2018		07/22/18	372.00
Invoice: 366560							PW/PEDE GRDS GRY 1GAL(2)			
					372.00	73111427 531100	OFFICE SUPPLIES			
					224156	375458	07/10/2018		07/22/18	-82.82
Invoice: 375458							PW/PRIMER RETURN			
					-82.82	73111427 531100	OFFICE SUPPLIES			
					224157	375337	07/10/2018		07/22/18	11.64
Invoice: 375337							PW/FUEL FILTERS			
					11.64	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					224158	372466	06/28/2018		07/22/18	82.82
	Invoice: 372466					PW/PRIMER				
					82.82	73111427 531100	OFFICE SUPPLIES			
							CHECK 348124 TOTAL:			383.64
348125	07/25/2018	PRTD	2607	ZEE MEDICAL SERVICE	224083	68356400	07/02/2018		07/22/18	84.97
	Invoice: 68356400					PW/WWTP FIRST AID RESTOCK				
					84.97	73425358 531100	O&M-WWTP-SUPPLIES			
					224085	68356395	07/02/2018	21800013	07/22/18	36.90
	Invoice: 68356395					POL/FIRST AID SUPPLY RESTOCK				
					36.90	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK 348125 TOTAL:			121.87

NUMBER OF CHECKS 134 *** CASH ACCOUNT TOTAL *** 233,012.60

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	134	233,012.60

*** GRAND TOTAL *** 233,012.60

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2018 7 190				
APP 401-213000	ACCOUNTS PAYABLE		22,018.11	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			233,012.60
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		77,228.88	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	STREETS - ACCOUNTS PAYABLE		8,189.51	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	ACCOUNTS PAYABLE		23,222.70	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	ACCOUNTS PAYABLE		12,623.79	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000	ACCOUNTS PAYABLE		8,737.37	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	ACCOUNTS PAYABLE		2,386.23	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	ACCOUNTS PAYABLE		6,821.36	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000	CIVIC IMPR - ACCOUNTS PAYABLE		20,880.03	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000	ACCOUNTS PAYABLE		1,275.00	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000	ACCOUNTS PAYABLE		49,629.62	
07/18/2018 07/22/18 072518	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		233,012.60	233,012.60
APP 631-130000	DUE TO/FROM CLEARING		220,388.81	
07/18/2018 07/22/18 072518				
APP 401-130000	DUE TO/FROM CLEARING			22,018.11
07/18/2018 07/22/18 072518				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			77,228.88
07/18/2018 07/22/18 072518				
APP 101-130000	STREETS - DUE TO/FROM CLEARING			8,189.51
07/18/2018 07/22/18 072518				
APP 402-130000	DUE TO/FROM CLEARING			23,222.70
07/18/2018 07/22/18 072518				
APP 650-130000	DUE TO/FROM CLEARING			8,737.37
07/18/2018 07/22/18 072518				
APP 403-130000	DUE TO/FROM CLEARING			2,386.23
07/18/2018 07/22/18 072518				
APP 407-130000	DUE TO/FROM CLEARING			6,821.36
07/18/2018 07/22/18 072518				
APP 104-130000	CIVIC IMPR DUE TO/FROM CLEAR'G			20,880.03
07/18/2018 07/22/18 072518				
APP 622-130000	DUE TO/FROM CLEARING			1,275.00

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
07/18/2018 07/22/18 072518 APP 301-130000 07/18/2018 07/22/18 072518	DUE TO/FROM CLEARING			49,629.62
	SYSTEM GENERATED ENTRIES TOTAL		220,388.81	220,388.81
	JOURNAL 2018/07/190 TOTAL		453,401.41	453,401.41

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	7	190	07/18/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		77,228.88
001-213000					GENERAL - ACCOUNTS PAYABLE	77,228.88	
					FUND TOTAL	77,228.88	77,228.88
101 STREET FUND	2018	7	190	07/18/2018			
101-130000					STREETS - DUE TO/FROM CLEARING		8,189.51
101-213000					STREETS - ACCOUNTS PAYABLE	8,189.51	
					FUND TOTAL	8,189.51	8,189.51
104 CIVIC IMPROVEMENT FUND	2018	7	190	07/18/2018			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		20,880.03
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	20,880.03	
					FUND TOTAL	20,880.03	20,880.03
301 CAPITAL CONSTRUCTION FUND	2018	7	190	07/18/2018			
301-130000					DUE TO/FROM CLEARING		49,629.62
301-213000					ACCOUNTS PAYABLE	49,629.62	
					FUND TOTAL	49,629.62	49,629.62
401 WATER OPERATING FUND	2018	7	190	07/18/2018			
401-130000					DUE TO/FROM CLEARING		22,018.11
401-213000					ACCOUNTS PAYABLE	22,018.11	
					FUND TOTAL	22,018.11	22,018.11
402 SEWER OPERATING FUND	2018	7	190	07/18/2018			
402-130000					DUE TO/FROM CLEARING		23,222.70
402-213000					ACCOUNTS PAYABLE	23,222.70	
					FUND TOTAL	23,222.70	23,222.70
403 STORM & SURFACE WATER FUND	2018	7	190	07/18/2018			
403-130000					DUE TO/FROM CLEARING		2,386.23
403-213000					ACCOUNTS PAYABLE	2,386.23	
					FUND TOTAL	2,386.23	2,386.23
407 BUILDING & DEVELOPMENT FUND	2018	7	190	07/18/2018			
407-130000					DUE TO/FROM CLEARING		6,821.36
407-213000					ACCOUNTS PAYABLE	6,821.36	
					FUND TOTAL	6,821.36	6,821.36
622 EXPENDABLE TRUST FUND	2018	7	190	07/18/2018			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000					DUE TO/FROM CLEARING		1,275.00
622-213000					ACCOUNTS PAYABLE	1,275.00	
					FUND TOTAL	1,275.00	1,275.00
631 CLEARING FUND	2018	7	190	07/18/2018			
631-130000					DUE TO/FROM CLEARING	220,388.81	
631-213000					ACCOUNTS PAYABLE	12,623.79	
635-111100					CASH		233,012.60
					FUND TOTAL	233,012.60	233,012.60
650 AGENCY FUND	2018	7	190	07/18/2018			
650-130000					DUE TO/FROM CLEARING		8,737.37
650-213000					ACCOUNTS PAYABLE	8,737.37	
					FUND TOTAL	8,737.37	8,737.37

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		77,228.88
101	STREET FUND		8,189.51
104	CIVIC IMPROVEMENT FUND		20,880.03
301	CAPITAL CONSTRUCTION FUND		49,629.62
401	WATER OPERATING FUND		22,018.11
402	SEWER OPERATING FUND		23,222.70
403	STORM & SURFACE WATER FUND		2,386.23
407	BUILDING & DEVELOPMENT FUND		6,821.36
622	EXPENDABLE TRUST FUND		1,275.00
631	CLEARING FUND	220,388.81	
650	AGENCY FUND		8,737.37
	TOTAL	220,388.81	220,388.81

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

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Special City Council Business Meeting Minutes, June 26, 2018

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approval of Special City Council Business Meeting Minutes, June 26, 2018

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Special City Council Business Meeting Minutes, June 26, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL BUSINESS MEETING
TUESDAY, JUNE 26, 2018

MEETING MINUTES

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina called the City Council meeting to order at 6:04 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Blossom, and Councilmembers Deets, Peltier, and Schneider were present. Councilmembers Tirman and Nassar participated remotely.

2. AGENDA APPROVAL OR MODIFICATION/CONFLICT OF INTEREST DISCLOSURE -6:05 PM

Mayor Medina said that the vote on the Deputy Mayor (agenda item 8(G)) will be postponed until the July 10, 2018 meeting. Deputy Mayor Blossom asked to remove agenda item 8(I), removal of a member from a citizen advisory committee. Mayor Medina asked to move the citizen advisory committee appointments (agenda item 9(G)) from the Consent Agenda to Unfinished Business under agenda item 8(J). Mayor Medina asked to add a letter from the Bainbridge Island Land Trust as a new agenda item 8(K).

Councilmember Peltier moved and Councilmember Schneider seconded to approve the agenda as modified. The motion passed by unanimous consent. There were no conflict of interest disclosures.

3. PUBLIC COMMENT – 6:07 PM

Don Breiner asked Council to consider a design for a Winslow Town Parkway.

4. MAYOR'S REPORT - 6:15 PM

Mayor Medina mentioned that there is no meeting on July 3, 2018.

5. CITY MANAGER'S REPORT - 6:16 PM

Acting City Manager Schroer reported on 4th of July activities; a clean audit report with no findings from the state auditor; and transitioning to the state business licensing program.

6. PUBLIC HEARING(S)

A. Ordinance No. 2018-23 Relating to Extension of Moratorium for Certain Developments, AB 18-021 – Planning 6:18 PM

Planning Director Christensen introduced the ordinance.

Mayor Medina opened the public hearing at 6:21 p.m.

Sal Morgan commented on growth on Madison Avenue.

Betty Wiese spoke in favor of the extension of the moratorium.

Amy Tousley, Puget Sound Energy, sought clarification on the franchise utility.

Nicola Yarbrough spoke in favor of the moratorium.

Debbie Hollyer spoke in favor of extending the moratorium.

Mayor Medina closed the public hearing at 6:29 p.m.

MOTION: I move to approve Ordinance No. 2018-23, amending Ordinance No. 2018-14, leaving the effective date of the moratorium unchanged, and extending the moratorium for an additional 90 days.
Peltier/Deets: The motion, as amended, carried 6-1; Deputy Mayor Blossom recused herself.

AMENDMENT: I move to amend my previous motion so that it is in reference to the version of the ordinance that has been revised and discussed tonight.
Peltier/Deets: The amendment was approved by unanimous consent.

AMENDMENT: I also move to amend the main motion in Ordinance No. 2018-23 to extend the moratorium for 6 months instead of 90 days.
Peltier/Nassar: The motion failed 4-2 with Councilmembers Nassar and Peltier voting in favor; Deputy Mayor Blossom recused herself.

7. UNFINISHED BUSINESS

A. Ordinance No. 2018-24 Amending Title 2 of the Bainbridge Island Municipal Code to Add Consultations and Zoning Verifications, AB 18-110 6:54 PM
Current Planning Manager Wright introduced the ordinance.

MOTION: I move to set the public hearing for Ordinance No. 2018-24 for July 10, 2018, related to the addition of processes for a consultation meeting and a zoning confirmation letter.
Blossom/Deets: The motion carried unanimously, 7-0.

B. Resolution No. 2018-20 Amending Bainbridge Island Municipal Fee Schedule for Preapplication Meetings and Adding Fees for Consultation and Zoning Verifications, AB 18-115 7:01 PM
Current Planning Manager Wright introduced the resolution, and Council discussed the item. Current Planning Manager Wright will return to Council with options for discussion.

MOTION: I move to forward for approval to the July 10, 2018, Council meeting Resolution No. 2018-20, which will adopt and amend the fees for consultations, zoning verifications, and preapplications.
Schneider/Deets: The motion carried unanimously, 7-0.

C. Ordinance No. 2018-25 Relating to Landmark Tree Preservation, AB 18-116 – Executive 7:20 PM
Deputy City Attorney Sepler introduced the ordinance.

Public Comment
Olaf Ribero spoke in support of the ordinance

Anna Oeste spoke in support of the ordinance.

Don Breiner spoke in support of the ordinance.

Jon Quitslund shared concerns regarding the ordinance.

MOTION: I move to approve Ordinance No. 2018-25 relating to Landmark Tree preservation with the following language added to the end of proposed BIMC 16.32.060.A: In addition to Notices of Violation issued under BIMC 1.26.050 or 1.26.060, BIMC 1.26.070 will also govern the review and appeal of any Notice of Violation issued under Chapter 1.26 BIMC for a violation of this chapter.
Peltier/Deets: The motion carried 6-1 with Deputy Mayor Blossom voting against.

MOTION: I move to amend the main motion to amend the Ordinance 2018-25 in reference to BIMC 16.32.020, Landmark Tree Criteria, to add to that list of criteria Japanese lace leaf maple and the size would be 12 inches in diameter, anything 12 inches in diameter and larger.
Peltier/Nassar: The motion carried 5-2 with Councilmember Schneider and Deputy Mayor Blossom voting against.

8. NEW BUSINESS

A. Neighborhood Matching Grant Application for Greening the Sound to Olympics Byway, Phase Two, AB 18-103 – Executive 8:03 PM

Communications Coordinator Drew provided a presentation to Council on the grant application.

MOTION: I move to award $1,847 in neighborhood matching grant funds to the Greening the STO Byway, Phase Two project.
Blossom/Nassar: The motion passed by unanimous consent.

B. Amendment No. 1 to Professional Services Agreement with Latimore for Development Review Process Improvements, AB 18-113 – Planning 8:10 PM

Planning Director Christensen introduced the agenda item.

MOTION: I move to forward Amendment No. 1 to the Professional Services Agreement with the Latimore Company, LLC, in the amount of $10,000, thereby increasing the maximum amount payable from $45,000 to $55,000, to the July 10, 2018, Consent Agenda.
Blossom/Deets: The motion passed by unanimous consent.

C. 2018 Road Striping Project Contract Award, AB 18-109 – Public Works 8:13 PM

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward the 2018 Road Striping Project contract award to the agenda for July 10, 2018, business meeting as unfinished business.
Peltier/Nassar: The motion passed by unanimous consent.

D. Core 40 - Miller and Fletcher Bay Road Shoulder Improvements Contract Award, AB 16-145 – Public Works 8:16 PM

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward the Core 40 Miller and Fletcher Bay Road Shoulder Improvements project to the July 10, 2018, business meeting as unfinished business.
Blossom/Peltier: The motion passed by unanimous consent.

E. Old Treatment Plant Pump Station Replacement Project Contract Award, AB 18-111 – Public Works 8:17 PM

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward the Old Treatment Plant Pump Station Replacement project and the related CIP Amendment to the agenda for the July 10, 2018, business meeting as unfinished business.
Peltier/Schneider: The motion passed by unanimous consent.

F. Interlocal Agreement with Kitsap Public Utility District (KPUD) Relating to Paving of Beachcrest Drive, AB 18-112 – Public Works 8:19 PM
Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward the Interlocal Agreement with Kitsap Public Utility District No. 1 relating to the paving of Beachcrest Drive for approval on the July 10, 2018, Consent Agenda, and to authorize the City Manager to approve related change orders up to 25% of the contract value for the 2018 Asphalt Repair Contract.
Blossom/Schneider: The motion passed by unanimous consent.

G. Appointment of Deputy Mayor, AB 18-114 – Mayor Medina [Removed from the agenda]

H. Ordinance No. 2018-26, Amending Section 2.36 of the Bainbridge Island Municipal Code and Increasing the Size of the Environmental Technical Advisory Committee, AB 18-117 – Executive 8:22 PM
City Attorney Levan introduced the ordinance.

Public Comment
Anna Oeste commented on trees and resources.

MOTION: I move to forward Ordinance No. 2018-26, expanding the number of members serving on the Environmental Technical Advisory Committee for approval to the July 10, 2018 Consent Agenda.
Peltier: The motion failed for lack of a second.

MOTION: I move to approve Ordinance No. 2018-26, expanding the number of members serving on the Environmental Technical Advisory Committee.
Blossom/Schneider: The motion passed by unanimous consent.

I. Consider Removal of Member from Citizen Advisory Committee, AB 18-118 – Mayor Medina [Removed from the agenda]

J. Citizen Advisory Group Appointments, AB 18-105 – Executive 8:26 PM
Mayor Medina introduced the agenda item.

MOTION: I move to confirm the appointments of the Mayor's nominees to the Citizen Advisory Groups as recommended and listed on the spreadsheet in the agenda packet except for Positions 8 and 9 for the Environmental Technical Advisory Committee which will begin upon the effective date of Ordinance No. 2018-26.
Blossom/Nassar: The motion carried unanimously, 7-0.

K. Bainbridge Island Land Trust Notice of Property Acquisition 8:27 PM [Added to the agenda]
Gina King of the Bainbridge Island Land Trust briefed Council on a grant application relating to 64 acres in the Gazzam Lake area.

MOTION: The mayor is directed to submit a letter of support to the Land Trust that they can submit with their application.
Peltier/Blossom: The motion passed by unanimous consent.

9. CONSENT AGENDA - 8:33 PM

A. Agenda Bill for Consent Agenda, AB 18-108
B. Accounts Payable and Payroll
C. Special City Council Meeting Minutes, June 5, 2018
D. Regular Study Session Meeting Minutes, June 5, 2018
E. Special City Council Meeting Minutes, June 12, 2018
F. Regular City Council Business Meeting Minutes, June 12, 2018
G. Citizen Advisory Group Appointments, AB 18-105 – Executive [Moved]
H. Ordinance No. 2018-21 Updating Bainbridge Island Municipal Code Chapter 5 Related to Business Licenses, AB 18-102 – Finance
I. Professional Services Agreement for City Hall HVAC, AB 18-104 – Public Works
J. Request for Proposals for 2019 Lodging Tax Awards, AB 18-100 – Executive

MOTION: I move to approve the Consent Agenda, as previously amended.
Peltier/Blossom: The motion passed by unanimous consent.

10. COMMITTEE REPORTS - 8:34 PM

A. Marine Access Committee Regular Meeting Minutes, May 14, 2018 - Councilmember Peltier

Councilmember Deets provided an update on the Public Safety Committee.

11. FOR THE GOOD OF THE ORDER - 8:35 PM

Councilmember Tirman commented on the posting for the Emergency Management Coordinator position.

12. ADJOURNMENT

Mayor Medina adjourned the meeting at 8:37 p.m.

Kol Medina, Mayor

Kelly Jahraus, Deputy City Clerk

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Regular City Council Business Meeting Minutes, July 10, 2018

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approval of Regular City Council Business Meeting Minutes, July 10, 2018.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Regular City Council Business Meeting Minutes, July 10, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, JULY 10, 2018

MEETING MINUTES

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina called the City Council meeting to order at 7:00 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Blossom, and Councilmembers Deets, Nassar, Peltier, and Schneider were present. Councilmember Tirman called into the meeting at 8:21 p.m.

2. AGENDA APPROVAL OR MODIFICATION/CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Deputy Mayor Blossom seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflict of interest disclosures.

3. PUBLIC COMMENT – 7:02 PM

Dave Henry spoke about the need for additional waterfront restrooms and issues with the AM radio station.

Patty Lyman spoke the need to lower the speed limit on upper Grow Avenue.

4. MAYOR'S REPORT – 7:10 PM

5. CITY MANAGER'S REPORT – 7:10 PM

City Manager Schulze provided an update on the pro and con committee process for the ballot measure, Celebrate Bainbridge events, and National Night Out.

6. PUBLIC HEARING

A. Ordinance No. 2018-24 Amending Title 2 of the Bainbridge Island Municipal Code to Add Consultations and Zoning Verifications, AB 18-110 – Planning 7:13 PM

Planning Manager Wright introduced the agenda item.

Mayor Medina opened the public hearing at 7:14 p.m.

There was no public comment.

Mayor Medina closed the public hearing at 7:16 p.m.

MOTION: I move to approve Ordinance No. 2018-24, related to the addition of processes for a consultation meeting and a zoning verification letter.
Blossom/Peltier: The motion carried unanimously, 7-0.

7. UNFINISHED BUSINESS

A. Resolution No. 2018-20 Amending the Fee Schedule for Preapplication Meetings and Adding Fees for Consultation and Zoning Verifications, AB 18-110 – Planning 7:17 PM
Planning Manager Wright introduced the two options for the fees.

MOTION: I move to approve Resolution No. 2018-20, Option B, which will adopt and amend the fees for consultations, zoning verifications, and preapplication meetings, and will amend the Administrative Manual of the Department of Planning and Community Development related to such activities.
Blossom/Deets: The motion passed by unanimous consent.

B. Ordinance No. 2018-22 Relating to Ballot Measure for Non-Motorized Transportation Improvements, AB 18-087 – Executive 7:19 PM
City Manager Schulze introduced the agenda item.

Public Comment
Herb Hethcote spoke in favor of the ordinance.

MOTION: I move to approve Ordinance No. 2018-22, relating to regular property taxes and authorizing a ballot proposition to levy regular property taxes in excess of the limitations of Chapter 84.55 RCW, and authorizing the creation of the associated pro and con ballot measure committees.
Blossom/Schneider: The motion passed unanimously, 6-0.

AMENDMENT: Councilmember Peltier moved to direct the city attorney to work with bond counsel to find a way to include a reference to the resolution somewhere in the ordinance.
Peltier/Blossom: The amendment passed unanimously, 6-0.

C. Resolution No. 2018-21 Relating to the Use of Funds Raised by the Non-Motorized Transportation Improvements Ballot Measure, AB 18-087 – Mayor Medina 7:36 PM
Mayor Medina introduced the agenda item, and Council discussed the resolution.

Public Comment
Joyce Granger, member of Squeaky Wheels Board, expressed concerns with the selection committee.

Demi Allen expressed concerns with the selection committee.

Dominique Cantwell expressed concerns with the selection committee.

Anna Oeste spoke in favor of preserving trees on Miller Road.

Susan Loftus recommended revisions to the resolution.

Councilmember Tirman joined the meeting at 8:21 p.m.

Mayor Medina will bring back a revised draft.

Mayor Medina adjourned the meeting for a break at 8:45 p.m and re-convened the meeting at 8:58 p.m.

D. Set Public Hearing for Ordinance No. 2018-25 Relating to Landmark Tree Preservation, AB 18-116 - Executive 8:58 PM
Mayor Medina introduced the item. Council agreed to postpone the hearing until after the Planning Commission meeting on July 26, 2018.

Public Comment
Jon Quitslund commented on tree protections.

E. Addition of New Projects to the 2019-2024 Capital Improvement Plan, AB 18-107 – Public Works 9:01 PM
Public Works Director Loveless introduced the agenda item and described the three proposed projects.

MOTION: I move that the three projects be added to the 2019-2024 Capital Improvement Plan.
Blossom/Deets: The motion, as amended, carried unanimously, 7-0.

AMENDMENT: I would like to propose that we also add to the CIP our share of purchasing a street sweeper for SR 305.
Peltier/Deets: The amendment carried unanimously, 7-0**.**

F. 2018 Road Striping Contract Award, AB 18-109 – Public Works 9:18 PM
Public Works Director Loveless introduced the agenda item.

MOTION: I move to award the contract for the 2018 Road Striping Project to Stripe Rite, Inc., in the amount of $175,428.06.
Nassar/Blossom: The motion passed by unanimous consent.

G. Core 40 - Miller and Fletcher Bay Road Shoulder Improvements Contract Award, AB 16-145 – Public Works 9:20 PM
Public Works Director Loveless introduced the agenda item.

MOTION: I move to award the contract for the Core 40 Miller and Fletcher Bay Shoulder Improvements Project to Titan Earthwork in the amount of $1,376.058.78, as well as to authorize an associated budget amendment in the amount of $47,000.00 from the General Fund, thereby increasing the spending authority for this project.
Blossom/Nassar: The motion passed by unanimous consent.

H. Authorize Application for FEMA Grant for Police Boat, AB 18-120 – Police 9:22 PM
Police Chief Hamner introduced the agenda item.

MOTION: I move to authorize the City Manager to apply for a FEMA Port Security Grant in the amount of $171,565.46, and to expend $57,188.49 in City funds as the match for this grant.
Blossom/Nassar: The motion carried unanimously, 7-0.

I. Winslow Way Ravine Outfall Contract Termination and Re-Award, AB 16-006 – Public 9:28 PM
Public Works Director Loveless introduced the agenda item.

MOTION: I move to terminate the contract with Harbor Point Excavating for the Winslow Way Ravine Outfall Project, and to authorize the City Manager to award the contract to the second low bidder, SeaLevel Bulkhead Builders, in the amount of $193,463.42, and to authorize an associated budget amendment in the amount of $34,000.00, thereby increasing the spending authority for this project.
Nassar/Peltier: The motion passed by unanimous consent.

8. NEW BUSINESS

A. Purchase of Mobile Audio Video Cameras for Police, AB 18-121 – Police 9:32 PM
Police Chief Hamner introduced the agenda item.

MOTION: I move to forward for approval with the July 24, 2018, Consent Agenda the Axon Police Camera services and purchasing agreement in the amount of $347,916.51.
Blossom/Schneider: The motion carried unanimously, 7-0.

B. Establishment of Police Corporal Rank, AB 18-123 – Executive 9:43 PM
Police Chief Hamner introduced the agenda item.

MOTION: I move to ratify Memorandum of Understanding 2018-01 between the City of Bainbridge Island and the Bainbridge Island Police Guild, establishing the rank of Police Corporal.
Nassar/Blossom: The motion carried unanimously, 7-0.

C. Interlocal Agreement with Kitsap Public Utility District Relating to Rockaway Beach Water System, AB 18-122 – Public Works 9:51 PM
Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward for approval with the July 24, 2018, Consent Agenda the Interlocal Agreement with Kitsap Public Utility District (KPUD) relating to the Rockaway Beach Water System.
Nassar/Schneider: The motion carried unanimously, 7-0.

D. Appointment of Deputy Mayor, AB 18-114 – Mayor Medina 9:53 PM
Mayor Medina proposed a 4-month term for the next Deputy Mayor. Councilmember Schneider nominated Councilmember Deets, and Councilmember Nassar seconded the nomination. The nomination was approved 6-0, with Councilmember Deets abstaining.

9. CONSENT AGENDA - 9:58 PM

A. Agenda Bill for Consent Agenda, AB 18-119

B. Accounts Payable and Payroll

Accounts Payable: last check number 347867 from previous run = $1,958.72; manual check number sequence 347868 – 347879 for $815,943.63; regular check number sequence 347880 – 347981 = $300,642.26; ACH numbers 302 and 303 for $ 25,111.79; EFT number 302 for $15,349.77. Total disbursement = $1,146,111.68.

Payroll: normal direct deposit check sequence 042096 – 042231 for $303,639.95; normal payroll check sequence 108587 – 108590 for $5,704.23; vendor check run sequence 108591 – 108605 for $312,798.52; Federal Tax Electronic Funds Transfer for $119,550.32. Total disbursement = $741,693.02

C. Special City Council Study Session Minutes, June 19, 2018

D. Amendment No. 1 to Professional Services Agreement with Latimore for Development Review Process Improvements, AB 18-113 – Planning

E. Interlocal Agreement with Kitsap Public Utility District Relating to Paving of Beachcrest, AB 18-112

MOTION: I move to approve the Consent Agenda, as presented.
Nassar/Peltier: The motion was approved by unanimous consent.

10. COMMITTEE REPORTS - 9:58 PM

A. Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, April 11, 2018 – Councilmember Deets

B. Ethics Board Regular Meeting Minutes, May 21, 2018 – Councilmember Deets

C. Utility Advisory Committee Meeting Regular Meeting Minutes, May 23, 2018 – Councilmember Nassar

D. Utility Advisory Committee Meeting Regular Meeting Minutes, June 13, 2018 – Councilmember Nassar

E. Puget Sound Regional Council Growth Management Policy Board Report, June 7, 2018 – Councilmember Peltier

F. Affordable Housing Task Force Special Meeting Minutes, June 19, 2018 – Deputy Mayor Blossom and Councilmember Schneider

11. FOR THE GOOD OF THE ORDER - 9:58 PM

City Manage Schulze asked Council for authorization to provide a letter to the Park District supporting a grant application for Sakai Park, and Council concurred.

Council discussed starting City Council meetings at 6 p.m.

Councilmember Peltier asked that traffic concurrency be placed on an upcoming agenda.

12. ADJOURNMENT

Mayor Medina adjourned the meeting at 10:06 p.m.

_____
Kol Medina, Mayor

_____
Christine Brown, City Clerk

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Purchase of Mobile Audio Video Cameras for Police - Police

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Police

RECOMMENDED MOTION:
Approve with the Consent Agenda and with the corrected dollar amount that is included with this agenda item.

SUMMARY:
Approval of the purchase of police body cameras, police vehicle dashboard cameras, an interview room recording system, and related services from Axon Enterprise, Inc., in the corrected amount included with this agenda item.

FISCAL IMPACT:

Amount:	Total of $351,521.59 over a 5-year period.
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND: At its July 10, 2018, meeting, the City Council forwarded for approval with the July 24, 2018, consent agenda a Master Services and Purchasing Agreement with Axon Enterprise, Inc., in the amount of $347,916.51. The Agreement is for the purchase of police body cameras, police vehicle dashboard cameras, an interview room recording system, and related services.

Since the July 10, 2018, meeting, the vendor has revised the expiration dates on the quotes and corrected an error in sales tax, which has resulted in an increase of $3,605.08 in the total price over the five-year period. The new total price is $351,521.59 over the five-year period. The new, corrected price is reflected in this agenda item.

ATTACHMENTS:

Quote - Axon Interview Room REVISED.pdf

Quote - Evidence.com REVISED.pdf

Quote - Fleet Package REVISED.pdf

Scope of Work - Axon Interview Room.pdf

Axon MSPA.pdf

FISCAL DETAILS: First year (2018) cost will require a budget amendment of approximately $96,000. Years 2 - 5 will be included in future biennial budgets.

Fund Name(s): General Fund

Coding:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-152572-43294.613KP

Issued: 07/13/2018

Quote Expiration: 07/31/2018

Account Number: 108560

Start Date: 08/01/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Matthew Hamner
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

BILL TO
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

SALES REPRESENTATIVE
Kyle Panasewicz
Phone: (480) 905-2071
Email: kylep@axon.com
Fax: (480) 658-0673

PRIMARY CONTACT
Matthew Hamner
Phone: (206) 842-5211
Email: mhamner@bainbridgewa.gov

YEAR 1 - HARDWARE - DUE NET 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	1	1,188.00	594.00	594.00
50070	AXON TOUCH PANEL SOFTWARE	1	1,500.00	750.00	750.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	1,750.00	3,500.00
Hardware					
50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	1	907.87	907.87	907.87
50118	LOUROE MICROPHONE (POE)	1	184.80	184.80	184.80
50123	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH	1	660.00	660.00	660.00
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	1	2,464.00	1,232.00	1,232.00
50206	RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME	2	1,393.60	1,393.60	2,787.20
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	1	1,240.99	1,240.99	1,240.99
74056	TOUCH PANEL WALL MOUNT	1	44.10	44.10	44.10
Services					
85170	INTERVIEW ROOM, INSTALL AND SETUP	1	1,772.49	1,772.49	1,772.49
				Subtotal	13,673.45
				Estimated Shipping	0.00
				Estimated Tax	1,230.60
				Total	14,904.05

YEAR 2 - EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	1	1,188.00	1,188.00	1,188.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	300.00	300.00
				Subtotal	2,188.00
				Estimated Tax	196.92
				Total	2,384.92

YEAR 3 - EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	1	1,188.00	1,188.00	1,188.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	300.00	300.00
				Subtotal	2,188.00
				Estimated Tax	196.92
				Total	2,384.92

YEAR 4 - EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	1	1,188.00	1,188.00	1,188.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	300.00	300.00
				Subtotal	2,188.00
				Estimated Tax	196.92
				Total	2,384.92

YEAR 5 - EVIDENCE.COM

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	1	1,188.00	1,188.00	1,188.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	300.00	300.00
				Subtotal	2,188.00
				Estimated Tax	196.92
				Total	2,384.92
				Grand Total	**24,443.73**

Discounts (USD)

Quote Expiration: 07/31/2018

List Amount	25,001.45
Discounts	2,576.00
Total	**22,425.45**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
YEAR 1 - HARDWARE - DUE NET 30	14,904.05
YEAR 2 - EVIDENCE.COM	2,384.92
YEAR 3 - EVIDENCE.COM	2,384.92
YEAR 4 - EVIDENCE.COM	2,384.92
YEAR 5 - EVIDENCE.COM	2,384.92
Grand Total	**24,443.73**

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-152572-43294.613KP

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-125561-43294.612KP

Issued: 07/13/2018

Quote Expiration: 07/31/2018

Account Number: 108560

Start Date: 07/15/2017
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Matthew Hamner
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

BILL TO
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

SALES REPRESENTATIVE
Kyle Panasewicz
Phone: (480) 905-2071
Email: kylep@axon.com
Fax: (480) 658-0673

PRIMARY CONTACT
Matthew Hamner
Phone: (206) 842-5211
Email: mhamner@bainbridgewa.gov

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	21	180.00	180.00	3,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	210	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	2,760	0.75	0.75	2,070.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	23	180.00	180.00	4,140.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	23	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	23	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	23	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	23	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	23	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	23	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	42.00	42.00	168.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	1,495.00	373.75	1,495.00
70116	PPM, SIGNAL	23	96.00	96.00	2,208.00
				Subtotal	21,661.00
				Estimated Shipping	0.00
				Estimated Tax	1,763.20
				Total	23,424.20

TAP Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	21	180.00	180.00	3,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	210	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	2,760	0.75	0.75	2,070.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	23	180.00	180.00	4,140.00
				Subtotal	17,790.00
				Estimated Tax	1,414.80
				Total	19,204.80

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	21	180.00	180.00	3,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	210	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	2,760	0.75	0.75	2,070.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	23	180.00	180.00	4,140.00
				Subtotal	17,790.00
				Estimated Tax	1,414.80
				Total	19,204.80

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	21	180.00	180.00	3,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	210	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	2,760	0.75	0.75	2,070.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	23	180.00	180.00	4,140.00
				Subtotal	17,790.00
				Estimated Tax	1,414.80
				Total	19,204.80

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	21	180.00	180.00	3,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	210	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	2,760	0.75	0.75	2,070.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	23	240.00	240.00	5,520.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	23	180.00	180.00	4,140.00
				Subtotal	17,790.00
				Estimated Tax	1,414.80
				Total	19,204.80

Grand Total	**100,243.40**

Discounts (USD)

Quote Expiration: 07/31/2018

List Amount	108,783.00
Discounts	15,962.00
Total	**92,821.00**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1	23,424.20
TAP Spares	0.00
Year 2	19,204.80
Year 3	19,204.80
Year 4	19,204.80
Year 5	19,204.80
Grand Total	**100,243.40**

Notes
Hardware being discounted to assist with transition to 5 year Tiered + TAP agreement.

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-125561-43294.612KP

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-156315-43294.610KP

Issued: 07/13/2018

Quote Expiration: 07/31/2018

Account Number: 108560

Start Date: 09/01/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Matthew Hamner
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

BILL TO
Bainbridge Island Police Dept. - WA
625 Winslow Way E.
Bainbridge Island, WA 98110
US

SALES REPRESENTATIVE
Kyle Panasewicz
Phone: (480) 905-2071
Email: kylep@axon.com
Fax: (480) 658-0673

PRIMARY CONTACT
Matthew Hamner
Phone: (206) 842-5211
Email: mhamner@bainbridgewa.gov

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	25	1,548.00	232.20	5,805.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	25	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	25	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	25	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	25	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	25	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	25	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	25	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	25	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	50	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	50	0.00	0.00	0.00
74027	Axon Fleet Dongle	25	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	25	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	25	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	25	0.00	0.00	0.00
80189	5 YEAR TAP, FLEET 2 JUNCTION BOX	25	0.00	0.00	0.00
11605	CRADLEPOINT ROUTER - IBR900LP6	25	880.00	880.00	22,000.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	25	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	25	270.00	270.00	6,750.00
11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	25	550.00	550.00	13,750.00
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	25	0.00	0.00	0.00
Services					
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	2	2,500.00	2,500.00	5,000.00
				Subtotal	53,305.00
				Estimated Shipping	0.00
				Estimated Tax	4,797.46
				Total	58,102.46

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	25	1,548.00	1,548.00	38,700.00
				Subtotal	38,700.00
				Estimated Tax	3,483.00
				Total	42,183.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	25	1,548.00	1,548.00	38,700.00
				Subtotal	38,700.00
				Estimated Tax	3,483.00
				Total	42,183.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	25	1,548.00	1,548.00	38,700.00
				Subtotal	38,700.00
				Estimated Tax	3,483.00
				Total	42,183.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	25	1,548.00	1,548.00	38,700.00
				Subtotal	38,700.00
				Estimated Tax	3,483.00
				Total	42,183.00
				Grand Total	**226,834.46**

Discounts (USD)

Quote Expiration: 07/31/2018

List Amount	241,000.00
Discounts	32,895.00
Total	**208,105.00**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1	58,102.46
Year 2	42,183.00
Year 3	42,183.00
Year 4	42,183.00
Year 5	42,183.00
Grand Total	**226,834.46**

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Bainbridge Island Police Dept. - WA

Quote: Q-156315-43294.610KP

Sold By:	Kyle Panasewicz
Designed By:	Jake Borro
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Bainbridge Island Police Dept. - WA

Total Configured Vehicles

- 25 Total Vehicles with this Configuration

Video Capture Sources

- 50 Total Cameras Deployed
- 1 Axon Signal Unit(s) Per Vehicle

Mobile Data Terminal Per Vehicle

- 1 Located In Each Vehicle

Mobile Router Per Vehicle

- 1 Cradlepoint IBR900 Series

Offload Mechanism

- 4G LTE Cellular

Evidence Management System

- Evidence.com



Axon Camera



Signal Unit



In-Car Router



Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
Axon Battery Boxes	Each battery box will provide power to its connected camera for up to 4 hours, to allow for video offload while the vehicle is in an off state.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal	
Mobile Data Terminal Requirements	**Operating System:** Windows 7 or Windows 10 - x32 or x64 **Hard Drive:** Must have 25GB+ of free disk space **RAM/Memory:** Windows 7 - 4GB or greater | Windows 10 - 8GB or greater **Ethernet Port:** The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. **Wi-Fi Card:** The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. **USB Ports:** If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	**IP Addressing**		**Total IPs Required**	
	Axon Fleet Cameras	50	100	
	Mobile Data Terminal	25		
	Cradlepoint IBR900 Series	25		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a “clip” and removal of existing in-car system hardware. This does not include “full removal” of existing wiring. A “full removal” of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered “custom” and may be subject to additional fees.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-156315-43294.610KP

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STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

This document details a proposed system design

Agency created for: Bainbridge Island PD

Sold By:	Kyle Panasewicz
Desgined By:	Jake Borro
Installed By:	Axon Professional Services
Customer Point of Contact:	Matt Hammer (mhammer@bainbridgewa.gov)
Targeted Installation Date:	May , 2018

Thursday, February 8, 2018

SITE OVERVIEW

SITE NAME	PRODUCT NAME
HQ	Axon Interview Recording Platform



1 IP Camera(s)



1 Louroe Mic(s)



1 POS-X Touch Panel(s)



POE+ Data Switch



Primary Recording Server



Storage Platform



Secondary Recording Server

Recording Zones

Camera 1 Interview Room

Configuration Highlights

Video Capture Sources
- 1 Axis IP Camera(s)

Cameras Per Room
- 1 Camera(s) Per Room

Audio Capture Sources
- 1 Louroe Tamper Proof Microphone(s)

Touch Panels
- 1 POS-X Touch Panel(s)

Recording Server
- 1 Primary Recording Server
- 1 Secondary Recording Server

Data Switch/POE Power
- 1 POE+ Data Switch

Evidence Management System
- Evidence.com

Existing Customer Environment Details
- Drywall
- Standard Tile

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

Cabling Considerations

Cabling Runs	**4**	Category 6 cable runs are required for this installation
	5	110v power outlets are required for this installation
Touch Panel Location	Wall Mounted	
Cabling Requirements	**All Devices:** Each Axis IP cameras will require (1) Category 6 cable. This cable run should be connected to the customer's primary data network. Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 6 cable. This cable run should be connected to the customer's primary data network **Recording Servers:** The Primary Recording Server Lite requires (1) dedicated category 6 cable The Secondary Recording Server Lite requires (1) dedicated category 6 cable **Data Switch:** **Type:** **POE+ Data Switch** — Each POE+ Data Switch at this location requires (1) category 6 cable. This cable run should be connected to the customer's primary data network core.	
Redundancy	This design does not include cable redundancy	
Customer Provided Items	N/A	
Axon Provided Items	Axon will provide all cabling runs	

Network Considerations

Network Requirements	Each Axis IP Camera will be connected to a POE+ Data Switch that provides the device with power and network connectivity		
	Each Recording Server must be given a static, IPv4 network address that is routable across the network		
	Each IP Camera must be given a static, IPv4 network address that is routable across the network		
	Each POS-X Touch Panel must be given a static, IPv4 network address that is routable across the network		
Network Addressing	**Network Device**	**Static IPs**	**Total IPs**
	IP Cameras	1	**5**
	POS-X Touch Panel	1	
	Recording Servers	2	
	POE+ Data Switch	1	
Data Switch Provisioning	Axon will provide the POE data switch needed for this install		

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Network Considerations Cont'd

Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: Subnet Mask Gateway IP DNS/WINS IP Time Server IP Customer IT staff will configure all switches with proper network configuration

Video Capture Device

Interview Room	
Video Capture Source	Axis 3374-V Dome IP Camera
Deployment Method	This camera will be covertly installed in the environment
Covert Enclosure Type	
Recording Activation	Recording will be manually triggered via the POS-X Touch Panel
Customer Provided Items	N/A
Axon Provided Items	Axon will provide the camera for this zone

Audio Capture Device

Audio Capture Source	**1**	Louroe Tamper Proof Microphone(s) will be included in this design
Deployment Method	Each microphone will be overtly installed and connected to (1) IP camera in each zone	
Recording Activation	Recording will be activated in unison with the connected IP camera	
Customer Provided Items	N/A	
Axon Provided Items	Axon will provide all microphones	

Recording Servers

Recorder Count	**2**	recording server(s) will reside at this location
Server Model	Primary Recording Server Lite and Secondary Recording Server Lite	
Redundancy	This system includes recording redundancy	
Customer Provided Items	N/A	
Axon Provided Items	Axon Will provide all recording servers	

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number)
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields
Axon Provided Items	Axon to facilitate the creation of metadata fields

EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the environment.

Application Package

Evidence Mgmt System	Evidence.com
Agency URL	TBD
Evidence Sync	Yes
Keys	TBD
Package Description	TBD
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting
Customer Provided Items	N/A
Axon Provided Items	Axon will provide all items in thie category

Training

Appplication Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview Evidence.com functionality

Axon International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Statement of Work, you are agreeing to the items set forth in this document and Axon's Master Services & Purchasing Agreement posted at www.Axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign Statement of Work.

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

This statement of work is based on the discovery information collected from the customer, and designed using common considerations. This statement of work is subject to change. Design variables can/will change once a physical site survey is completed.

Signature: _____ **Date:** _____

Title: _____

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Bainbridge Island Police Dept. - WA (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt

(**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product

data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly

cause any proprietary rights to be violated.

16.5 **Independent Contractors**. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 **No Third-Party Beneficiaries**. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 **Non-discrimination and Equal Opportunity**. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.8 **U.S. Government Rights**. Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.9 **Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

16.10 **Assignment**. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 **No Waivers**. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 **Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 **Governing Law; Venue**. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 **Notices**. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be

effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	Agency:	Bainbridge Island Police Department Attn: Chief Matthew Hamner 625 Winslow Way East Bainbridge Island, WA 98110 policedept@bainbridgewa.gov

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.	**City of Bainbridge Island - WA**
Signature: _____	Signature: _____
Name: _____	Name: Douglas Schulze
Title: _____	Title: City Manager
Date: _____	Date: _____

Evidence.com Terms of Use
Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in

the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. **Support of Android Applications.** For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 **Software Services Warranty**. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions**. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Axon Integration Services
Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

4 **Delivery of Integration Services**.

4.1. Support After Completion of the Integration Services. After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2. Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. Warranty. Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:

5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;

5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;

5.5. Promptly installing and implementing any and all software updates provided by Axon;

5.6. Ensuring that all appropriate data backups are performed;

5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;

5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;

5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet
Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

1 **Axon Fleet Evidence.com Subscription Term**. The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.

3 **CradlePoint**. If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warrantied under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.

4 **Statement of Work**. If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

5 **Warranty Coverage**. Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.

5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

6.1. **License Grant**. Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in

this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

6.2. **License Start Date**. The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.

6.3. **License Restrictions**. The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

6.4. **Updates**. If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. **Fleet WOS Support**. If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 **Axon Fleet Unlimited Storage**. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 **Axon Fleet Unlimited**. Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.

9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.

9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are

returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Request for Proposals for 2019-2020 Human Services Awards - Executive

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM: Human Services Funding

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approval of the Request for Proposals for 2019-2020 Human Services Awards.

FISCAL IMPACT:

Amount:	$660,000
Ongoing Cost:	$330,000 annual
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: In 2015, the City Council adopted a new process to guide the allocation of the City's annual Human Services funding. Every two years, the City issues a Request for Proposals (RFP) to solicit funding requests from eligible organizations that provide human services to Bainbridge Island residents. Proposals are reviewed by a citizen advisory committee appointed by the City Council (Human Services Funding Advisory Committee, or HSFAC). The HSFAC develops a funding recommendation that is provided to the City Council for their consideration and approval.

Because the City operates on a two-year funding cycle, the City will make decisions this year to provide awards for activities in 2019 and 2020. The City anticipates awards in each year of roughly $330,000, or $660,000 total.

The RFP includes an evaluation matrix that is used by the HSFAC to assess the funding proposals. The RFP also includes guidelines for eligibility. To prepare for the next funding cycle, the City Council will review the draft RFP, provide any feedback, and approve the final form.

A draft version of the RFP was provided for review on the July 17, 2018 agenda and forwarded to the July 24, 2018 consent agenda for approval. For additional background, please also see the high-level goals established by City Council in 2015 to guide the City's approach to this community funding program.

ATTACHMENTS:

2019-2020 Draft RFP for Human Services Funding

2015 City Council Discussion Summary

FISCAL DETAILS:

Fund Name(s): General Fund

Coding:

City of Bainbridge Island
Request for Proposals
2019-2020 Human Services Funding

The Human Services Element in the City's 2016 Comprehensive Plan recognizes the City's role in providing the conditions that sustain the delivery of human services. As a community, we plan for growth in terms of land use, roads, natural resources and infrastructure. It is important to remember the very essence of our community – the people. The availability of and access to human services is important to all people regardless of income, family structure, age or cultural background. The Human Services Element supports a delivery system that is comprehensive and flexible enough to meet the needs of the citizenry now and in the future. The purpose of the Human Services Element is to provide policy direction for City actions supporting services relating to the human services needs of the residents of the City of Bainbridge Island.

The City of Bainbridge Island is seeking proposals for projects to receive funding for services and activities over a two-year grant term beginning January 2019 through December 2020.

As identified in the Human Services Element, the following definition and framework is applied to the 2019-2020 Human Services Funding:

How are Human Services Defined?
Human services are defined as those services which assist people in meeting the essential life needs of food, clothing, shelter and access to health care.

Further, human services:

- Provide people with the tools to achieve economic, social and emotional stability to the best of their ability.
- Offer activities and services that promote healthy development of the individual, prevent problems, and support positive outcomes.
- Support quality of life programs that enhance the health and well-being of the individual and the community.

Human Services Vision
Bainbridge Island continues to support a variety of human service agencies, each with a distinct mission, responding to the basic needs of our diverse population. Cooperation and coordination among human services providers, including the taxing districts, has strengthened the delivery system and improved services.

Bainbridge Island remains a caring community that treats those in need with dignity and respect and has the means to maintain the wellbeing of all its members. No one is excluded and each individual has opportunities to contribute. Diversity (of income and other resources, of origin and life experience, of age and state of health) is a valued community characteristic. Neighborhood networks, providing help in ordinary

and emergency circumstances, add specific value to a generally shared sense of place and sense of community; friendliness is the foundation for human services

Human Services Framework

- Dignity is the hallmark of human services delivery on Bainbridge Island.
- Respect for the individual is an integral part of human services delivery on Bainbridge Island.
- Neighborliness and a sense of community form the foundation of human services.
- Diversity within the population is important to the community.
- Cooperation and coordination among human services providers, including governmental entities, strengthens the human services delivery system and results in better service for people.

In 2016, the City funded a Bainbridge Island Community Needs Assessment to help identify emerging areas of concern and assist human service organizations to respond to current needs. Applicants are expected to be familiar with the Community Needs Assessment report and to consider its findings in any proposal requests. Interested applicants can also refer to the City's website section on Human Services Fund to learn about prior funding decisions, approved proposals, and applicant and reviewer feedback on the 2017-18 process.

For 2019 funding cycle, there is approximately $660,000 in funds available for distribution to support selected projects over a two-year term ($330,000/year). The City Council will consider funding for a wide range of activities and seeks to encourage projects of all sizes that meet the needs of citizens of Bainbridge Island.

Applicants may seek a minimum annual award of $10,000 and a maximum annual award of $165,000 (to reflect 50% of total available funds).

What Key Dates Do I Need to Know?

Pre-Application Information Session for Interested Applicants: *Applicants have opportunity to learn more about process and ask questions about the RFP*	**August/Sept Location**
Application Deadline: *Applications will not be accepted after this time*	**no later than 4:00pm on mm/dd/yyyy**
Proposal Presentations: *Applicants will present proposals to and answer questions from the Human Services Funding Advisory Committee*	**mm/dd/yyyy xx pm at City Hall**
HSFAC Funding Recommendation:	**mm/dd/yyyy**
City Council Approval of 2019-20 HSF Awards:	**December 2018,TBD**
Notification by:	**December 2018, TBD**

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 their services provided on Bainbridge Island or for its residents for the provision of health, housing and/or human services on Bainbridge Island.

- Proposals are to be for services provided during calendar year 2019 and 2020; funding requests for goods or services to be provided in 2018 or beyond calendar year 2020 will not be considered.

Conflict of Interest

Organizations with a staff member, board member or officer serving on the Human Services Funding Advisory Committee are not eligible to receive Human Services 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, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

How to Apply

- Complete the application form using the format provided. Then submit electronically your proposal and supporting attachments as a single PDF to CityAdmin@bainbridgewa.gov no later than 4:00pm on TBD.
- 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.
- Each document should be labeled with your organization's name and title of the document (e.g., in the header or footer)
- Late proposals will not be accepted. Applicants are solely responsible for ensuring that proposals are submitted and received on time.

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 will 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 Fine 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.

For assistance or questions, contact: Morgan Smith, Deputy City Manager, msmith@bainbridgewa.gov, 206-780-8620

Review Process

2018 Human Services Funding Advisory Committee (HSFAC)
(Appointed by City Council on 6/26/2018)

Council Liaisons: Leslie Schneider and Matthew Tirman

Committee

Susan Buckles
Reeve Fritchman
Asaph Glosser
Jack MacArthur
Jackie Siler
Paul Stumme-Diers
Stephen Walker

Proposals are submitted to the City's Human Services Funding Advisory Committee (HSFAC) for review and comment. As directed by the Comprehensive Plan, the HSFAC will evaluate requests for City human service funding using a fair and transparent process that includes public participation and considers information from the most recently released Community Needs Assessment report (2016). For applicants who have received 2017-18 Human Services Funds, annual reports submitted in early 2018 will be considered in the review of a new proposal to address criteria below specific to Organizational Strength and Evaluation.

Applicants will have an opportunity to meet with the HSFAC to provide additional information about their proposals, at a time and date to be identified by the committee. Applicant participation in this HSFAC briefing is not mandatory but is strongly encouraged. The format for this briefing will be determined by the committee. Applicants will be notified in advance of any questions related to presentation materials, format, and time allowed.

All meetings of the HSFAC will be open to the public, and advance notification of HSFAC meetings will be provided by the City Clerk.

The HSFAC will provide its recommendation for 2019 awards to the City Council for consideration and final approval. The City Council's consideration of the HSFAC's recommendation for 2019-20 funding is currently scheduled for December 2018.

Review Criteria

The HSFAC will consider the proposals using the guidelines shown in the following table. These guidelines are intended to help the committee members focus on the various criteria as they evaluate each proposal, so that they may fully understand each application and identify any outstanding questions they may have. Other relevant factors, such as availability of funds and compatibility with the community values of the City of Bainbridge Island, will also guide the committee's work to develop a funding recommendation.

Area	Indicator	Weight
Completeness of Application	• Includes required attachments • Completely addresses all relevant questions	**5%**
Statement of Purpose	Statement of Purpose should substantiate the need in our community via most recent demographic and usage data: • Well-defined statement of purpose • Need is clear and compelling • Credible reference data cited (including but not limited to the 2016 Bainbridge Island Community Needs Assessment Report)	**25%**
Proposal Summary	Proposal Summary should clearly demonstrate how proposed funding at the specified program level (for program support request) or organizational-level (for general operating request) will provide for and improve the delivery of programs and direct services. In this it should: • Balance aspects of prevention and maintenance and crisis intervention. • Teach skills for long-term benefit. • Address specific obstacles to health, self-sufficiency. • Demonstrate cooperation/collaboration with other agencies to ensure safety-net and avoid duplication. • Consider numbers to be served and numbers potentially impacted by the service. • Consider the vulnerability of those served. Program should be aligned with the goals of the Human Services Element: • Provide people with the tools to achieve economic, social and emotional stability to the best of their ability. • Offer activities and services that promote healthy development of the individual, prevent problems, and support positive outcomes. • Support quality of life programs that enhance the health and well-being of the individual and the community. • These services may be provided on an emergency, temporary, or ongoing basis, depending on the circumstances. Program should result ultimately in an improvement in the range and quality of health, housing, and/or human services.	**25%**

Area	Indicator	Weight
Organizational Strength	Proposal should convey the organization's ability to implement the program and services proposed, Including: • Agency's history of effective service delivery to the community (including quantifiable outcomes, where available). For applicants approved in the 2017-18 HSF cycle, note that the annual report submitted in early 2018 will be taken into consideration. • Appropriately filed IRS Form 990s and other financials as requested in the RFP • Appropriate amount of qualified staff and/or qualified volunteers to lead, implement, and evaluate proposed activities	**15%**
Budget	Proposed budget should provide evidence of a beneficial public investment and efficient use of City resources • Budget information should be complete and accurate • Budget estimates should be reasonable and aligned to support proposal activities and objectives Additional sources of funding for proposed program and services should be identified, where applicable. Consideration is given to those demonstrating attention to sustainability by presenting a commitment of cash match from other sources to support the proposed request.	**10%**
Desired Outputs, Outcomes & Assessment	Proposal should include outputs (# served or benefitting from proposed activities) and outcomes resulting in longer-term impact in the community: • Depth and breadth of impact clear • Goals for service are achievable • Performance measurements and other means of assessment are clear • Evaluation plan articulates capacity/resources to assess impact and outputs	**15%**
Evaluation	Proposal should briefly describe how the organization is continually learning from and improving its services	**5%**
TOTAL		**100%**

CITY OF BAINBRIDGE ISLAND
2019 – 2020 HUMAN SERVICES FUNDING PROGRAM PROPOSAL

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 year 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? _____

*****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: $ _____

Amount of City Funding Requested: 2019: $ _____ 2020: $ _____

- ☐ Project Support
- ☐ General Operating Support

Authorized Signature: _____ Date: _____

Print Name: _____

(Note: An optional fillable PDF version of this form is available online.)

Submission Checklist

A complete application will include the following:

☐ Application Cover Sheet (an optional fillable PDF version of this form is available online)
☐ Proposal Narrative
Note: The Proposal Narrative should be no more than 10 pages in length and typed in single-spaced 11-point font. Each document should be labeled with your organization's name and title of the document (e.g., in the header or footer)
☐ Current Board of Directors List (names, addresses, phone and email) and open positions
☐ Current Staff List (names, titles, indicating whether full-time, part-time, volunteer)
☐ Organizational Financial Information (all documents *based on applicant fiscal year*)
☐ Current Balance Sheet
☐ 2018 Operating Budget
☐ 2019 Draft Budget
☐ 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 (most recent filed)
☐ IRS Determination Letter of 501(c)(3) Non-profit Status
☐ Proposal Budget and Budget Narrative (for *program support* requests)

Proposal Narrative

- Please answer the following sections separately and number each answer.
- Answers should be specific to services/projects to be funded by City funds.
- For general operating support requests, please address the following questions at the organization-level (rather than program specific).

I. STATEMENT OF PURPOSE

Describe the community needs that the proposed program seeks to address, and the projected short- and long-term impacts. Please document and cite relevant and up-to-date City documents (2016 Community Needs Assessment), demographic or research sources, etc. For *general operating support* requests, describe the organization's mission and projected short- and long-term impacts, as well as the priority needs the organization is addressing.

II. PROGRAM SUMMARY

1. What program or services will the requested funds provide and who will be the primary recipients?
2. How will recipients access those services?
3. What percentage of the population of Bainbridge Island residents *who are eligible for these services* will be served by this program?
4. How many (or what percentage) of those served overall will be Bainbridge Island residents?
5. Describe how this request fits within the definition of Human Services as provided in the Human Services Element of the City's Comprehensive Plan:

- Provide people with the tools to achieve economic, social and emotional stability to the best of their ability.
- Offer activities and services that promote healthy development of the individual, prevent problems, and support positive outcomes.
- Support quality of life programs that enhance the health and well-being of the individual and the community.
- These services may be provided on an emergency, temporary, or ongoing basis, depending on the circumstances.

6. Describe how this funding will foster improvement in the range and quality of health, housing and/or human services on Bainbridge Island.
7. If other community partners have an essential role in the delivery of proposed program or services, briefly describe their role and commitment (financial and/or non-financial)

III. ORGANIZATIONAL STRENGTH

Describe your organization's ability and qualifications to deliver the proposed services in your funding request, and the resources you will dedicate to evaluate the funded activities progress and outcomes to determine success and learnings. Include efforts to coordinate these services with other agencies. Refer to past service record, accomplishments, and learnings, where applicable.

IV. DESIRED OUTPUTS, OUTCOMES and ASSESSMENT

Please complete the following chart to estimate realistic and achievable:

- Outputs - defined as number served or amounts, quantitative in nature)
- Outcomes - how you will gauge success and demonstrate project impact in terms of meeting priorities and needs. Whenever possible, present as measurable data or other objective means of assessment. Please also include how you track these outcomes.

[Applicant and Program Name]		
OUTPUTS AND OUTCOMES CHART		
Program Activities or Services	Annual Goal: **Unduplicated Bainbridge Residents Served** (Outputs)	Outcome of Receiving this Program/Service (Outcomes)
EXAMPLE: (1) Afterschool academic enrichment	Year 1: 100 Students Year 2: 150 students	Year 1: 60 out of 100 students or 60% will show improved academic performance as demonstrated by comparing first and final quarter GPA at the end of the academic year. Year 2: 130 out of 150 students will have increased GPA by at least 20% from first quarter. Tracking tools: Report cards
(2) Afterschool social skills	Year 1: 20 Students Year 2: 20 students	Year 1 and Year 2: 80% of the students participating will indicate understanding of at least three coping strategies to manage stress based on pre- and post-surveys Tracking tools: Social skills inventory pre and post survey

V. PROGRAM EVALUATION PLAN

How often does your organization evaluate the effectiveness of its programming and by what means does it gather this information or data?

Program Budget

For **Program Support** requests, please complete the following Budget Summary (Suggested format is provided below). For general operating support requests, only an organizational budget for FY 2019 is required.

Expense Category	YEAR 1 Applicant Program Budget Allocation Year 1	YEAR 1 COBI HSF REQUEST Year 1	Total Year 1	YEAR 2 Applicant Program Budget Allocation Year 2	YEAR 2 COBI HSF REQUEST Year 2	Total Year 2	OTHER SOURCES
Human Resources (Staff Salaries, Benefits, Consultant Services)							
Space / Facilities							
Equipment Purchase							
Travel / Training							
Insurance							
Operating Expenses							
Scholarships / Stipends							
Other							
Indirect Administrative Costs							
TOTAL							

1. What is the total of your agency's estimated budget for FY 2019?
2. What portion of your total agency budget does the Year 1 request represent?
3. How have the services you are requesting been funded for in the past three years?
4. List other public or private sources of funding you are seeking and have secured to support proposed program or services? Please identify the amount of cash match your organization intends to obtain to leverage City funding to sustain your program or services.
5. What are the consequences to your clientele, organization and/or the community if you do not receive these funds?

II. PRESENTATION OF NEED, FORMULATION OF GOALS

On September 1st, 2015, the Council received a report [**Attachment 5**] prepared by the Bainbridge Community Foundation, which highlighted trends in various human service areas. The report was comprised of information from the US Census, the Kitsap Public Health District, and the Foundation's own research data. At the Council meeting on September 8th, 2015, Council members, Advisory Committee Members, and the public were presented highlights from this report [**Attachment 6**].

In addition, the Council was asked a series of questions related to the framework of the future Human Services Funding Program. The framework proposed at this meeting was developed from a number of sources, including the prior funding program of the Health, Housing, and Human Services (HHHS) Council, information provided by human services agencies via in-person meetings, a survey [**Attachments 7&8**] sent out to human services agencies by the City on August 3, 2015. In addition, the City convened a meeting of the Human Services Directors Forum to solicit additional feedback and suggestions on the process. That meeting was held on August 11, 2015 [**Attachment 9**].

Those questions and responses (in italics) are summarized below:

- Should funding be limited to organizations on Bainbridge Island? *Council would like to see the number of Island residents that have been identified as having the need and the number being served. There may be certain priority thresholds that the Human Services Funding Advisory Committee (HSFAC) should consider when reviewing the applications.*

- Should funding be limited to program support or include general operating support? *Funding should not be limited. Organizations should describe their goals of service (i.e. programmatic or operating).*

- Does the City wish to consider policies that might limit an organization's dependency on human services funding? *It is appropriate to limit it and do it in terms of a percentage of an overall operating budget. The committee should also have the discretion to consider the unusual. There should not be a bright-line rule. When possible, the organization should be 501(c)(3).*

  Should history of service delivery in community be a priority or neutral to all applicants? *Neutral with the caveat of a having a demonstrated capability to deliver needed services.*

- Should the City identify priority-funding areas? *No.*

  Should the City require applicants to substantiate need via demographic and usage data? *There was support for this approach.*

- Are there more/fewer constituencies that should be identified as "targets" or City funding? *Decision should be made by the HSFAC in response to applicant submissions.*

  Should HSFAC members balance allocations among constituencies? *Decision should be made by studying the needs identified.*

- Should the City funding attempt to "support" or "solve" needs or both? *Depends on the type of organization that is asking for funding.*

Should City funding support "acute" or "chronic needs" or both? *Both need to be addressed.*

- Should the City prioritize programs that support basic needs (food, water, shelter) or other programs? *Given the limited amount of money available as well as Comprehensive Plan goals, it seems appropriate to prioritize and support basic needs.*

  Is it a high priority to serve more residents, or service particular constituencies more deeply? *HSFAC is advised to balance both.*

- Should City funding encourage cooperation and collaboration among agencies? *Yes however, there should not be a requirement that there be a demonstrated partnership.*

- Should City continue to support a wide variety of programs? *Yes, however it was preferred that it be enough funding to genuinely make an impact on the particular direction an applicant wants to go. HSFAC should not feel that they have to hit all sorts of "target" areas.*

- Does the City wish to prioritize funding for programs that alleviate/reduce strain on City services (like police, parks etc.)? *No.*

  Does the City wish to prioritize direct service to preventative services/early intervention? *Case needs to be made by the applicant.*

Following this, BCF and City Staff worked summarize this information into a Request for Proposal to be presented at the next Council meeting.

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Interlocal Agreement with Kitsap Public Utility District Relating to Rockaway Beach Water System - Public Works

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approval of Interlocal Agreement with Kitsap Public Utility District relating to Rockaway Beach Water System.

FISCAL IMPACT:

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

BACKGROUND: The City operates a water system serving the Rockaway Beach area that is supplied by the Taylor Avenue Well. The Taylor Avenue Well has limited production capacity to meet peak water demands. Therefore, the City desires to secure a water system intertie with the Kitsap Public Utility District (KPUD) No. 1 to purchase domestic water in the event of an emergency.

All water delivered pursuant to this Agreement shall be metered and measured by the KPUD using a metering station, to be constructed by the City, on Halls Hill Road. KPUD will be responsible for measuring flows at the points of delivery and shall bill the City based on services rendered. The parties agree that the wholesale rate established for water supplies to the City shall initially be set at KPUD's Tier 1 commodity charge, which is $1.20 per 100 cu ft.

The term of this Agreement shall run from the effective date for a period of twenty years.

ATTACHMENTS:

ILA with KPUD for Emergency Water System Intertie

FISCAL DETAILS:

Fund Name(s):

Coding:

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF BAINBRIDGE ISLAND
AND
PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

FOR AN EMERGENCY WATER SYSTEM INTERTIE

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Public Utility District No. 1 of Kitsap County ("KPUD"), a municipal corporation organized and existing under the laws of the State of Washington, and the City of Bainbridge Island ("City"), a municipal corporation organized and existing under the laws of the State of Washington. This Agreement is entered into pursuant to and in conformity with Chapter 39.34 RCW (Interlocal Cooperation Act).

WHEREAS, KPUD has developed a regional supply of water and has the authority to sell and distribute the same to other municipal corporations within or without its limits; and

WHEREAS, the City operates a water system that serves the Rockaway Beach area of Bainbridge Island and is supplied by the City's Taylor Avenue well; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) operates a well on City property that serves the EPA Wykoff site located near the Taylor Avenue well; and

WHEREAS, the Taylor Avenue well has limited production capacity to meet the peak water demands of the City's service area; and

WHEREAS, KPUD operates a water system for the former Island Utility Company area of the island and is supplied by the KPUD Island Utility well; and

WHEREAS, the City and KPUD water distribution systems are in close proximity on Halls Hill Road; and

WHEREAS, the City has a desire to secure an emergency water system intertie with KPUD in order to purchase domestic water supplies from KPUD to meet the needs of the City's customers; and

NOW, THEREFORE, in consideration of the mutual commitments set forth in this Agreement, KPUD and the City (the "Parties") agree as follows:

1. **SCOPE**: Subject to the terms and conditions of this Agreement, the Parties agree to the construction and maintenance of a water system intertie for the purpose of supplying water to the City on an as-needed basis to allow the City to meet the needs of the community. The City may use the water supplied under this Agreement for any public purpose, but KPUD makes no representations or warranties to the City that the water furnished will be sufficient to meet the capacity, fire protection, or other service needs of the City and their associated costs, said matters being within the sole judgment and responsibility of the City.

2. **TERM:** The term of this agreement shall run from the effective date of this Agreement for a period of twenty (20) years and shall automatically be extended for an additional ten (10) year term unless written notice of termination is provided by either party in accordance with paragraph 17 of this Agreement. Upon renewal, all terms and conditions of this Agreement shall remain the same unless KPUD and the City execute a written amendment to this Agreement.

3. **INTERTIE FACILILTIES**: All water delivered pursuant to this Agreement shall be metered and measured by KPUD using a metering station to be installed by the City on Halls Hill Road where the intertie will be constructed by the City. As part of the construction, the City shall provide isolation valves and related facilities on the respective water mains at the point of connection. All proposed construction plans will be approved by both of the Parties and the Washington State Department of Health ("WSDOH") prior to construction. All intertie construction costs will be the responsibility of the City.

4. **FACILITIES OWNERSHIP AND OPERATION RESPONSIBILITIES**: With the execution of this Agreement, KPUD and the City acknowledge that ownership of those facilities lying within KPUD's service area and upstream of the isolation valve shall remain the property of KPUD and those facilities lying within the City's service area and downstream of the KPUD isolation valve shall be the property of City. Neither party assumes the responsibility for operating, maintaining, or replacing the other's facilities except as set forth in this Agreement. For the benefit of KPUD, the City shall notify KPUD in advance of any significant system improvements.

5. **REGULATORY COMPLIANCE**: The Parties agree to comply with the provisions of all federal, state, and local rules and regulations governing water systems. The Parties further agree to ensure that the customers of the respective systems comply with all applicable federal, state, and local rules and regulations regarding water system construction. In the case of discrepancies between rules or regulations, the most restrictive shall apply.

6. **SUPPLY**: KPUD shall sell to the City, and the City shall purchase from KPUD, such potable water supply as is determined to be required in the event of an emergency. For the purposes of this Agreement, an emergency is defined as the loss of the ability of the City's Taylor Avenue well to meet the water demands of the City's service area. The quantity of water provided through the intertie will not exceed the Washington State Department of Ecology ("DOE") water right for the City's Taylor Avenue well, which is 80 gpm on a continuous basis. Provision of water on a non-emergency, short-term basis (e.g., to accomplish maintenance) is permitted under this agreement by written notice and written approval by the Parties.

Supply may be limited by conditions and circumstances beyond the control of KPUD, which may impact the available water supply. These include, but are not limited to equipment failure, transmission line failure, earthquakes and other natural disasters and acts of God, total or partial system failure beyond the reasonable control of KPUD, aquifer failure, and restrictions placed upon KPUD for any reason by the county, state, or federal government. In these types of circumstances, KPUD shall be entitled to interrupt its supply to the City, and the City agrees that in such event, it shall be the City's responsibility to obtain alternative sources of supply.

The Parties further recognize that drought conditions of great severity may require restrictions on the delivery of water. If such restrictions are necessary, KPUD will reduce the quantity of water available to the City on the same basis as it restricts water to its other retail and wholesale customers.

7. **TREATMENT DISCLOSURE**: The City agrees that KPUD has made full disclosure of the fact that its water to be supplied at present is not fluoridated. Should the City desire the water to be fluoridated, the City shall undertake the responsibility to do so once water has been supplied to the City.

8. **SERVICE CHARGES**: The Parties agree that the wholesale rate established for water supplies to the City shall initially be set at KPUD's Tier 1 commodity charge, which is $1.20 per 100 cu ft.

    a. Adjustments to Rates. The above rate will be adjusted upwards or downwards based on the rate set by KPUD for its existing customers.
    b. Extraordinary Expenditures. If KPUD must incur extraordinary costs to respond to regulatory requirements, an emergency, or to meet immediate health and safety concerns regarding supply and transmission, KPUD may impose an emergency surcharge on wholesale water sales to the City, provided that the surcharge is not greater than that imposed on all KPUD wholesale customers. Following the emergency period, KPUD will provide a full accounting of the revenues and expenses related to the event and make any necessary adjustment to reconcile the City's share of costs to reflect final project costs.

9. **PAYMENT AND SUPPLY WARRANTIES:** The City hereby covenants and agrees that it shall pay its full cost of the water as identified herein. The City hereby obligates and binds itself to pay water costs out of the gross revenues of its water system and shall establish, maintain, and collect charges and fees for water service in connection which will, at all times, be sufficient to pay its water costs herein..

10. **METERING, BILLING, AND PAYMENT**: KPUD will be responsible for measuring flows at the points of delivery identified. KPUD shall operate and maintain the required metering equipment.

KPUD shall submit billings for water provided to the City based on the charges specified in paragraph 8 of this Agreement.

The City shall pay KPUD for services rendered on or before the 25th day of the succeeding month for the preceding month's water use. Interest at the rate of one-percent (1%) per month will be charged on any invoice not paid within the specified time limit. A minimum of one month's interest will be charged for all late payments.

11. **ADDITIONAL SERVICES**: If requested, each party may, at its discretion, provide additional services to the other party on a time-and-materials basis. Other services may include, but are not limited to the operation, maintenance, or repair of facilities owned and operated by the other, surveys, comprehensive planning, and utility billing. Any such additional services shall be specified in a written agreement approved by the Parties.

12. **NOTICES**: All notices to be given by either of the Parties to the other party shall be in writing and may either be delivered personally or may be mailed, postage prepaid, as either certified or regular mail addressed as specified below, unless a different address has been designated in writing by either of the Parties. The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of water costs may be made by regular mail.

KPUD: Public Utility District No. 1 of Kitsap County
Attn: Bob Hunter
PO Box 1989
Poulsbo, WA 98370

City of Bainbridge Island
Attn: Finance Department
280 Madison Avenue N.
Bainbridge Island, WA 98110

13. **TAXES**: In addition to the above stated costs, the City agrees to reimburse KPUD in an amount equal to KPUD's share of any taxes that are imposed on KPUD by any governmental entity as a result of implementing this Agreement.

14. **DISCLAIMER OF WARRANTIES** IN LIMITATION OF LIABILITLY: CITY AGREES THAT IT SHALL LIMIT ITS DAMAGES TO THE COSTS PAID FOR THE WATER SOLD AND SPECIFICALLY AGREES TO WAIVE ANY CLAIMS IT MIGHT HAVE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR ANY BREACH TO THIS AGREEMENT. KPUD OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED BY CONDITIONS AND CIRCUMSTANCES BEYOND THE CONTROL OF KPUD, WHICH MAY IMPACT THE AVAILABLE WATER SUPPLY.

    These include but are not limited to equipment failure, transmission line failure, temporary emergency demand by another customer, earthquakes and other natural disasters and acts of God, damage by others, system failure beyond the reasonable control of KPUD, aquifer failure, and restrictions placed upon KPUD for any reason by the county, state, or federal government. In these types of circumstances, it shall be City's responsibility to obtain alternate sources of supply. The Parties further recognize that drought conditions of great severity may require restrictions on the delivery of water. If such restrictions are necessary, KPUD will reduce the quantity of water available to the City on the same basis as it restricts water to its other retail and wholesale customers. KPUD shall be responsible to restore typical supply quantities upon termination of the drought conditions.

15. **INSURANCE**: The City agrees that it will insure for any claims by third persons that may arise from its customers about claims regarding the quantity and quality of the water purchased from the City. The City agrees to indemnify and hold harmless KPUD from any and all claims by third parties arising out of this agreement, including but not limited to any liability for any damages which may arise from KPUD's inability to provide fire flow in the event of a fire.

16. **ARBITRATION**: In the event of a dispute, the matter shall be subject to arbitration under the mandatory arbitration rules of the Kitsap Superior Court except there shall be no right to a de novo appeal. Each party shall appoint one qualified arbitrator within thirty (30) days of the written request for arbitration. The two arbitrators so appointed shall appoint a third arbitrator within an additional thirty (30) days: The three arbitrators shall conduct a hearing within 90 days of the appointment of the third arbitrator and shall produce a decision within 120 days of the appointment of the third arbitrator. The results of any arbitration shall be final and conclusive and may be revised or vacated only as presently allowed by Chapter 7.04 RCW. Prehearing discovery shall be limited to document production and depositions only and the burden of proof shall be with the party requesting arbitration. The cost of arbitration shall be shared equally by the Parties and each party shall pay its own costs and attorney's fees unless the arbitration panel rules that the matter was brought frivolously, in which case the party frivolously

bringing the matter to arbitration shall pay all costs of arbitration and the attorney's fees and costs of the other party.

17. **TERMINATION**: Either party may terminate this Agreement upon three (3) months written notice to the other party. If notice of termination is given by either party, the Parties will continue to perform their respective obligations under this Agreement until the effective date of termination. If both of the Parties consent, the Agreement may be terminated within a mutually agreed upon time, rather than after three (3) months written notice has been given.

18. **EXECUTION OF DOCUMENTS**: This agreement shall be executed in two counterparts, either of which shall be regarded for all purposes as one original. The Parties agree that they will execute any and all deeds, instruments, documents, resolutions, or ordinances necessary to give effect to the terms of this agreement.

19. **INTEGRATION**: This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

20. **TIME OF THE ESSENCE**: It is hereby agreed by the Parties that time is of the essence in -all matters relating to the performance of each and every term of this agreement.

21. **FILING WITH COUNTY AUDITOR**. The City shall file and record a copy of this Agreement with the Kitsap County Auditor's Office immediately following the mutual execution of this Agreement.

22. **INTERLOCAL AGREEMENT**. This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030:

    a. No separate legal or administrative entity is created by this Agreement.
    b. The cooperative undertakings of the Parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
    c. No administrator or joint board shall be responsible for administering the undertakings.
    d. No joint property shall be acquired, held, or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.

23. **GENERAL CONDITIONS**: The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

The Parties expressly reserve the right to renegotiate the provisions of this Agreement from time to time as may be necessary and to amend this Agreement; provided that no alteration or modification of the provisions of this Agreement shall be valid and binding unless made in writing and signed by the authorized representatives of the Parties.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be the Superior Court of Kitsap County, Washington.

This Agreement shall be binding upon the successors and assigns of each of the Parties. However, neither party will assign this Agreement without the written consent of the other. This written consent will not be unreasonably withheld.

It is understood that the relationship of the City to KPUD is independent. None of the employees or agents of the respective Parties shall be considered employees of the other.

Each party warrants and represents that it has authority to enter into this Agreement.

In the event that any provision herein is declared illegal or invalid, no other provisions of this Agreement shall be affected, and this Agreement shall then continue in full force and effect as though such illegal provisions had not be contained herein.

24. **Authorization.** The governing bodies of the Parties have authorized their respective designated officials to execute this Agreement on their behalf.

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

CITY OF BAINBRIDGE ISLAND

_____

Douglas Schulze, City Manager

Date: _____

PUBLIC UTITLIY DISTRICT NO. 1 OF KITSAP COUNTY

_____

Bob Hunter, General Manager

Date: June 26, 2018

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, May 2, 2018 - Deputy Mayor Deets

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Minutes **PROPOSED BY:** City Council

RECOMMENDED MOTION:
For information only.

SUMMARY:
Meeting minutes provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, May 2, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

MULTI-MODAL TRANSPORTATION ADVISORY COMMITTEE SPECIAL MEETING WEDNESDAY, MAY 2, 2018 CITY HALL 280 MADISON AVENUE NORTH BAINBRIDGE ISLAND, WA 98110

MINUTES

Attendees: Committee members Lief Horwitz, Demi Allen, Robert Shulock, Dave Freeburg, Marsha Cutting, as well as Lee Cross (Parks District Liaison), Councilmember Joe Deets (City Council Liaison), and Chris Hammer (City Staff).

The Committee opened by approving the minutes of the April 2018 meeting.

Public Comment:

There were no members of the public in attendance.

Reports:

Engineer Report & Updates:

- Chris Hammer reported on plans proposed for the Visconsi section of the STO Trail.

Committee Updates:

- Lief Horwitz reported on a draft report and recommendations of the Non-Motorized Transportation Subcommittee of the Infrastructure Ballot Measure Task Force. The committee discussed ways to ensure the report and recommendations reflects policy priorities and goals.
- Committee members suggested a variety of changes to ensure geographic equity, ensure efficient use of city funds, and balance competing priorities. The committee emphasized the need to consider safe routes to schools, in addition to other priorities.
- The Committee voted to endorse a revised version of the report incorporating the revisions suggested at the meeting.
- Committee members explained that the fire station under construction on Madison has created a conflict with a trail connection created by BARN. Committee members expressed a desire to resolve this conflict by restoring public access to the trail connection created by BARN.
- Committee members explained that projects funded by the infrastructure ballot measure would start to receive funding in 2019 but will need to be included in the 2019 CIP.

Liaison Report Outs:

- Joe Deets mentioned that it may be useful to create a community task force focused specifically on the STO. Members of the committee discussed ways to encourage community involvement and leverage work that has previously been completed.
- The City Engineer is actively working with PSRC to explore alternative projects that can be funded with the PSRC grant previously intended for the STO bridge.

Lief Horwitz, Chair 06/13/18

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, June 13, 2018 - Deputy Mayor Deets

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Minutes **PROPOSED BY:** City Council

RECOMMENDED MOTION:
For information only.

SUMMARY:
Meeting minutes provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Multi-Modal Transportation Advisory Committee Regular Meeting Minutes, June 13, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

MULTI-MODAL TRANSPORTATION ADVISORY COMMITTEE REGULAR MEETING WEDNESDAY, JUNE 13, 2018 CITY HALL 280 MADISON AVENUE NORTH BAINBRIDGE ISLAND, WA 98110

MINUTES

Present: Committee members: Lief Horwitz, Shannon Glass, Don Willott, David Freeburg, Demi Allen; City staff: Chris Hammer, Kristen Drew; Liaisons Joe Deets, COBI Council, Lee Cross, BI Parks; Guests: Dana Pratt, Charles Schmid, Barb Trafton, Steve Matthews, John Grinter, Andy Larson (WSDOT).

Administrative

- The agenda was approved without modification.
- The minutes from the April 11 meeting were approved as presented.

Member Resignation

Marsha Cutting submitted her resignation, effective immediately, in response to Council's action terminating the grant-funded pedestrian-bike bridge project over Hwy 305 at Knechtel Lane. Demi delivered her resignation letter (as requested by Marsha), and Lief Horwitz read the letter for the committee. A copy of the letter is attached to these minutes.

WSDOT Presentation regarding Hwy 305 Corridor Projects

Andy Larson of WSDOT presented information regarding potential "Connection WA" projects in the Hwy 305 corridor, including several roundabout projects under consideration. One significant project is a proposed roundabout at Hwy 305 and Day Road – this project would likely require some RoW acquisition. A corridor-wide SEPA process is underway for the 305 corridor, and individual SEPA analyses will be undertaken for each individual project. ANDY ALSO PROVIDED ACCIDENT DATA FOR ROUNDABOUTS THROUGHOUT THE STATE.

Public Comment

Public comments focused on questions for Mr. Larson regarding the proposed projects and the status of the overall 305 corridor study.

Sakai Park Trail

Barb Trafton and Steve Mathews presented information regarding a proposed trail along the south end of the Sakai Park property. Discussions are underway with the adjacent property owners.

CITY OF
BAINBRIDGE ISLAND

MULTI-MODAL TRANSPORTATION
ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JUNE 13, 2018
CITY HALL
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

COBI Trail Construction Standards

Chris Hammer reviewed the various trail construction standards, including Connecting Pathways (6' paths) and Multi-Use Trails (10' minimum width, with limited exceptions). Chris discussed the fact that trails funded by the ballot measure will generally be built to the Connecting Pathways standard, subject to exceptions in specific contexts. The committee discussed the potential approaches to get as much trail construction as possible, including a potential intra-local agreement with the Parks District to construct trails. Chris also presented a draft review of standards and tools for multi-use paths, with a focus on standards for trail widths and the basis for those standards. The committee discussed applicable state standards for shared-~~sue~~ USE paths within WSDOT RoW.

Engineer Report

Chris Hammer provided an update on several projects, including Olympic Drive, Miller Road/Fletcher Bay, and Madison/Wyatt. It was noted that a modest design change was made to the Miller Road shoulder project at the intersection with Arrow Point Road to protect a single large fir tree on the east side of the road. The committee discussed the proposed trail project on BISD property behind Woodward and Sakai schools; there was discussion of the users who were likely to use the trail, the standard to which it should be built, and the section connecting Sakai to the outdoor classroom at the creek. It was noted that the connection from Sakai to the creek is mainly to serve the educational needs of the school and should be funded mainly by sources other than City funds.

Communication and Education Regarding Non-Motorized Transportation Plans

Kristen Drew indicated the City is considering engaging an external communications consultant to assist with educating the public regarding the existing non-motorized transportation plans and opportunities in connection with the proposed infrastructure ballot measure.

Development Reviews

Shannon Glass reviewed three development proposals, and the committee provided comments. Then Chris Hammer presented the proposal relating to a property on south Madison Avenue, and there was discussion about the potential for closing a gap in the Waterfront Trail on this property. Dana Pratt presented additional information regarding the property, questioning whether it was practical to build a trail in the proposed area, since it is essentially part of the tidelands. David Freeburg agreed to research the area further and present recommendations at the July meeting.

CITY OF
BAINBRIDGE ISLAND

MULTI-MODAL TRANSPORTATION
ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JUNE 13, 2018
CITY HALL
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

Committee Retreat

Lief Horwitz mentioned the need for an MTAC retreat and the members expressed a preference for a weekend date. Lief agreed to work to find a date in the near future.

Liaison Reports

Council Member Joe Deets noted the difficult process regarding the pedestrian-bike bridge over 305 and expressed his strong support for other elements of the existing non-motorized transportation plan. Commissioner Lee Cross discussed the plan for the trail connection from the initial STO section north of High School Road into Sakai Park and noted that the Parks District is willing to work cooperatively with the City on routing of the STO Trail through the Park. She also expressed Parks plan to ensure that the initial trail through the park (not the STO) connects effectively to the existing trails at the BISD property west of Madison.

Adjournment

The meeting was adjourned at approximately 9:20 pm.

Lief Horwitz, Chair 07/11/18

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Utility Advisory Committee Meeting Regular Meeting Minutes, June 27, 2018 – Councilmember Nassar

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Minutes **PROPOSED BY:** City Council

RECOMMENDED MOTION:
For information only.

SUMMARY:
Meeting minutes provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Utility Advisory Committee Meeting Regular Meeting Minutes, June 27, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JUNE 27, 2018
CITY HALL
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

Minutes

Committee members present: Jeff Kanter, Co-Chair, Ted Jones, Nancy Nolan, Emily Sato, and Jim Thrash.

Committee members absent: Andy Maron, Co-chair, and Steve Johnson.

Council Liaison absent: Rasham Nassar

Also Present: Barry Loveless, COBI Director of Public Works, Deborah Lester, District 1 representative KPUD, and Angela Bennink, Telecom Business Manager KPUD.

The meeting was called to order by Co-Chair Jeff Kanter at 5:05 p.m.

The June 9, 2018 meeting minutes were approved.

Public Comment: Ms. Lester and the committee thanked Jim Thrash for his service.

Public Works Update: The rate study for water and sewer is underway. The first cut of the study is ready and should be presented to the committee by the consultant at the next meeting on July 11.

The CIP will be presented to the Planning Commission in a few weeks. Jeff Kanter noted he will have some questions regarding examining cost/benefit alternatives to the "high zone" issue at the high school reservoir.

Broadband Expansion Presentation by KPUD representatives: There are three principal areas of interest: 1. Minimum service level, 2. Internet, 3. Cell Service.

There is some crossover between these three areas.

KPUD is the telecommunications manager for all first responders on the island (fire, police, schools).

KPUD is working with various private suppliers: Net 253, IFiber Cavu (John Benjamin).

KPUD 's current focus is to serve underserved and unserved Kitsap residents, but has very limited funds. It has performed a survey and identified areas in the County that lack good internet service.

Miller Road: Committee members and the KPUD representatives discussed the Public Works project currently underway on Miller Road. PSE elected to underground its power lines while the Public Works improvement project is ongoing to save the cost of continuing to maintain the poles. Per Barry Loveless, the poles however still remain for Century Link. Debbie Lester, the KPUD representative recommended that the City enact a policy that with new construction of any sort that internet conduit be put in the ground. She will get us a copy of Poulsbo's "dig once "policy to bring to the attention of the City Council.

KPUD's methodology for bringing conduit to underserved Kitsap County residents: KPUD discussed their methodology for assisting Kitsap residents form their own LUDs to fund building conduits. KPUD combines non-contiguous LUDs at the end of the year to help spread grant costs. The amount each home contributes varies and can run as low as $4900 to as high as $9000. The cost is spread over 20 years. KPUD can connect as many homes as needed each year by "contracting up" to get enough personnel.

Once the conduit is in the ground, KPUD maintains it.

The KPUD reps discussed the merits of passive optical network (less expensive, slower upload speed to get faster download) v. active Ethernet (better, but more expense, has same upload and download speed.) KPUD installs an active Ethernet system.

Bainbridge Internet concept: KPUD suggested that Bainbridge could be the "front face" of its own internet system utilizing NWOAN (Northwest Open Access Network) and retain KPUD with a maintenance contract. Ms. Bennink **said she would forward further information about this suggestion to Mr. Kanter further clarifying this suggestion.**

KPUD provides free Wi-Fi service downtown and has offered to transfer this service to the City for free, but it would cost the city money to maintain it.

Cell Phone Service Improvement: Committee members and KPUD representatives discussed possible solutions to improving cell phone service on the island. Cell phone providers are not currently pursuing improvement of island cell phone service. One possibility is for KPUD to collaborate with CoBI to seek better emergency preparedness by obtaining a federal grant to build a cell phone tower on the island. The process of obtaining a federal grant may be assisted by the fact that Bainbridge is an island and thus requires better cell service in the event of an emergency.

Cover Letter for UAC Utility Review: The UAC reviewed, edited and approved the letter as amended.

There were no further comments for the Good of the Order.

The meeting was adjourned at 7 p.m.

The next meeting is currently scheduled for July 11, 2018.

7/11/18

CITY OF BAINBRIDGE ISLAND

Special City Council Meeting AGENDA BILL

MEETING DATE: July 24, 2018 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Puget Sound Regional Council Growth Management Board Report, July 5, 2018 - Councilmember Peltier

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Report **PROPOSED BY:** Executive

RECOMMENDED MOTION:
For information only.

SUMMARY:
Report provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Puget Sound Regional Council Growth Management Board Report, July 5, 2018

FISCAL DETAILS:

Fund Name(s):

Coding:

Puget Sound Regional Council Growth Management Policy Board July 5, 2018 Meeting Report
by Ron Peltier

Bainbridge Island City Council Colleagues

PSRC's Growth Management Policy Board meeting this month was focused almost entirely on the Vision 2050 update, with housing being the main topic of discussion, followed by a short open space presentation near the end. After an hour or so of discussing how to maximize the development of housing in the Puget Sound Region the short open space presentation was a much-needed breath of fresh air. The main thrust of PSRC's work on Vision 2050, however, remains accommodating another 1.8 million people to the Region by the year 2050.

Housing Discussion
We all received a forwarded message from Port Orchard Mayor Rob Putaansuu on 6/20 with the PSRC Vision 2050 Housing Background paper attached. Rob is the primary representative to PSRC from Kitsap County. I'm the alternate. Along with being a call for maximizing housing development in the Puget Sound Region, the paper contains a great deal of interesting data and analysis. A few items and omissions that I found of particular interest:

- Housing costs in King and Snohomish counties, and on Bainbridge, are the highest in the region (mainly due to proximity to high paying jobs).
- Kitsap County, even adding Bainbridge to the overall average, has the lowest housing costs, along with Pierce County, in the Region. There's no analysis included in the Housing Background Paper as to why this is the case. Are housing costs in Kitsap are lower due to a lack of high paying jobs, with many people commuting to the Seattle side.? Sounds logical to me.
- The Housing Background Paper does not mention the impact of rising property taxes on affordability. That seems like a very significant omission.
- Gentrification is mentioned briefly and could have been part of the discussion on preserving existing affordable housing (there's a tendency to believe we can improve affordable areas and they will still be affordable.)
- The paper looks entirely at the need to increase the supply of housing and does not question the sustainability of ongoing and significant population growth in the Puget Sound Region. Impacts to the natural environment, including: loss of open space, forests and sensitive areas; additional impervious surfaces; more cars; more polluted stormwater runoff; more undertreated sewage effluent; more greenhouse gas emissions; etc. are not considered.

Breakout Sessions
After a presentation on the Housing Background Paper by senior PSRC staff, Paul Inghram, we broke into three groups to discuss various aspects of housing:

- Ways to maximize housing production

- Financing of affordable housing
- Support for individual jurisdictions
- Preservation of existing affordable housing stock

The breakout group I was assigned to included mostly elected officials plus a WASHDOT official and representative from the King County Builders Association. There was a narrow range of opinions in our group when it came to housing, with some wanting as much as possible, some a bit more measured, and me, wanting to consider how we balance housing with the other important aspirations from Vision 2040: restoration and protection of the natural environment and GHG emissions reductions. Here are some of the ideas I heard during the breakout session:

- We need to create as much housing of all types as possible to provide a variety of choices.
- Retention and renovation of existing housing may save money and preserve a measure of affordability.
- Plan for affordable housing near transit centers.
- Require minimum zoning densities in urban growth areas. Jurisdictions that don't comply should have transportation funding withheld.
- Accountability: require jurisdictions to meet assigned housing goals with consequences if they don't.
- The community land trust model could make a significant contribution to affordability, especially if there was assistance financing the purchase of land (Chair Ryan Mello from Tacoma City Council).
- Reform of the State's condominium laws (this somehow has significance for the development of affordable housing).
- Housing policies and plans need to consider impacts to other planning goals: restoration and protection of the natural environment; GHG reduction (this was my comment and it got absolutely no traction in our breakout group).

My overall impression from the breakout session came down to this:

1. Most of the participants, mainly elected officials from various jurisdictions, were eager to push for a huge increase in housing and jobs in the Puget Sound Region over the coming years. Concern for impacts to the natural environment seemed to register very low on their list of priorities.
2. The main focus was on increasing the supply of housing and number of jobs. The idea being that housing will become more affordable with increased supply and more jobs to put money in people's pockets to pay for it. No reflection on how well that approach has been working, so far.
3. The participants generally were not well versed in strategies for creating affordable housing. My impression was that only council member Ryan Mello and myself were familiar with the community land trust model.

After the breakout session there was a short report on the results as we ate lunch. One of the comments made during the large group discussion was interesting. It had to do with "special character", something we're pretty familiar with on

Bainbridge Island. Preserving the Island's special character is the first Guiding Principle of our comp plan. The comment made was that losing a community's special character might be a good thing if that special character gets in the way of providing more housing and density. Was that comment, and others regarding density, directed at Bainbridge Island? It probably was, along with other jurisdictions who are reconsidering how much growth they can accommodate and still retain the quality of life they want to retain. The housing presentation, breakout session, and discussion was followed by a presentation on a draft Open Space Plan for Vision 2050. First, though, brief mention of the State of the Sound.

The 2017 State of the Sound Report

I'm mentioning this report, assembled by the Puget Sound Partnership, an official entity charged by the State Legislature with promoting the restoration of Puget Sound, as context for the Open Space presentation.

In preparation for the Board meeting I had read the *State of the Sound Report for 2017* by the Puget Sound Partnership for a second time. I highly recommend that all of you read it. In response to my recent request for facts and analysis to support PSRC's narrative (from Vision 2040) that growth is compatible with achieving ecological sustainability, senior PSRC staff member Paul Inghram cited the report as proof that, yes, we can continue to add population and development to the Puget Sound Region and still "restore and sustain" the natural environment. After reading the report a second time, however, it's obvious to me that it doesn't support that assumption at all.

The main indicators of ecosystem health, orca, salmon, and pacific herring and water quality are all in decline. Major causes of Puget Sound's continued decline include: undertreated sewage effluent; polluted storm water; loss of forests and open space; development in flood plains; and shoreline armoring. I've yet to grasp PSRC's official narrative that growth is an opportunity to address these issues. Is the idea that the prosperity resulting from commerce and development will help pay for ecological restoration? Here is a link to the 2017 Stat of the Sound Report: http://www.psp.wa.gov/sos.php

Open Space presentation

The beginning work on a draft open space plan for Vision 2050 was presented by PSRC staff, headed up by Erika Harris. The draft planning is very much about the preservation of ecological function in the watersheds draining into Puget Sound, with an emphasis on water quality. PSRC's open space work is informed by the Puget Sound Partnership's work, with a strong emphasis on identifying important lands in need of protection based upon both their value for recreation and role in providing important ecological function. The June 5th PSRC Open Space PowerPoint presentation is attached.

The Open Space presentation was well received by a number of GMPB members who complimented PSRC staff on their work. The presentation was a much needed

counterbalance to the housing heavy discussions earlier in the morning where it seemed most Board members were not concerned with the significant adverse environmental impacts posed by the development of housing on a large scale.

The next PSRC Growth Management Policy Board meeting is scheduled for September.

Ron Peltier

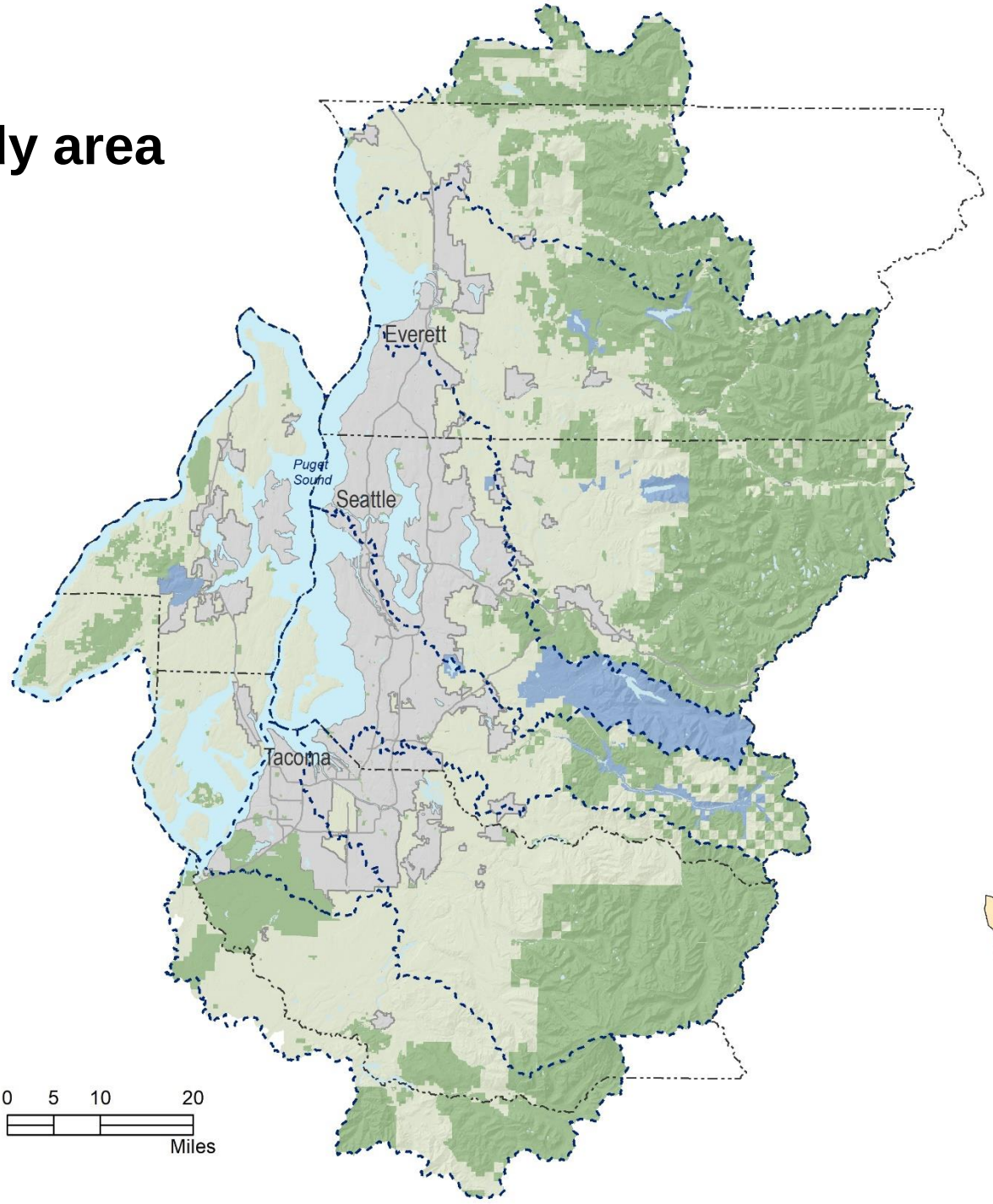
Regional Open Space Conservation Plan

Putting the Plan into Action

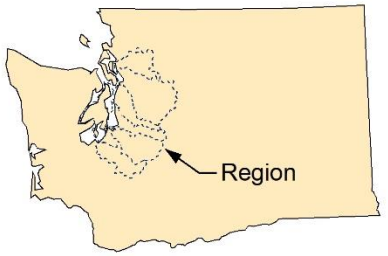


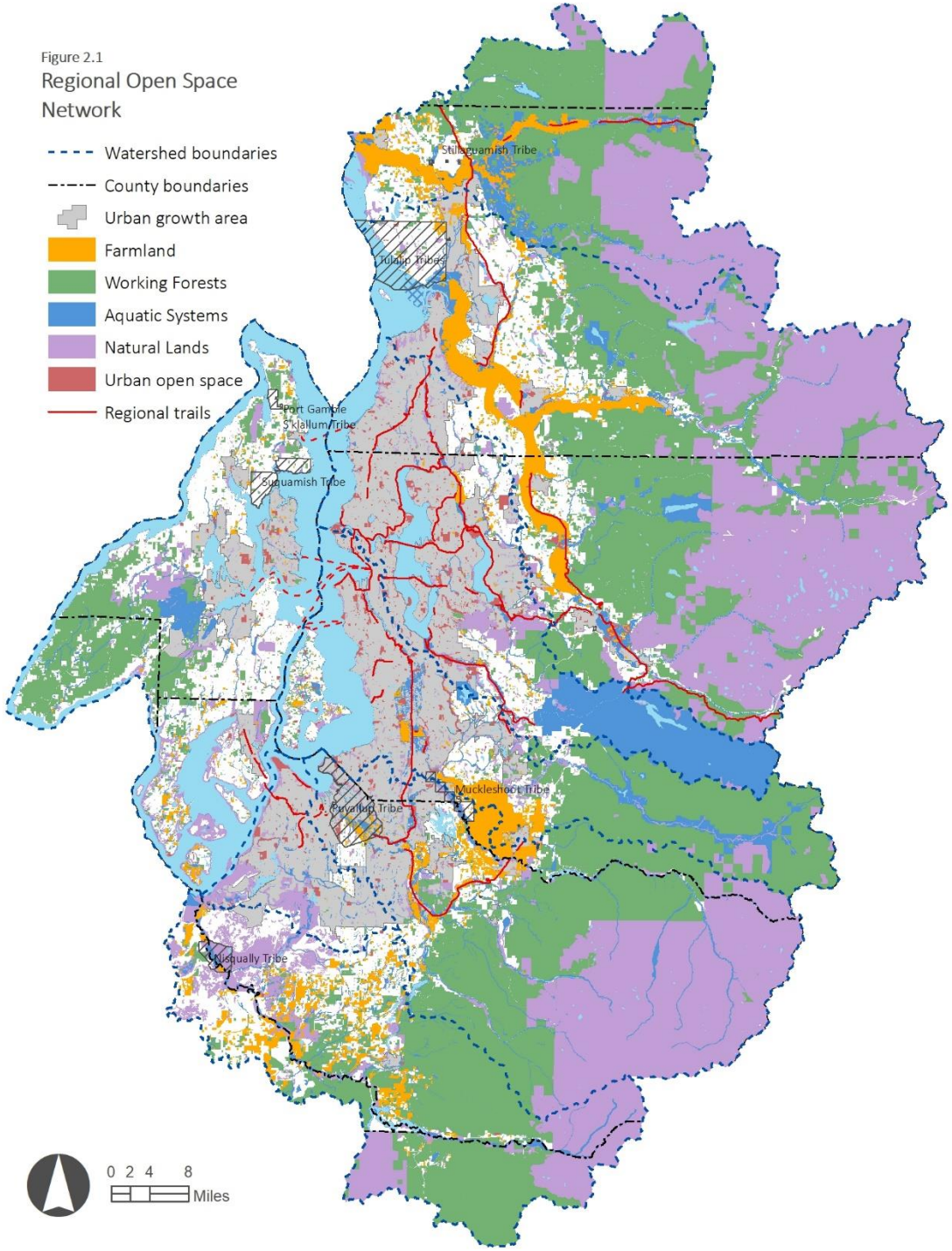
Growth Management Policy Board
July 5, 2018

Study area



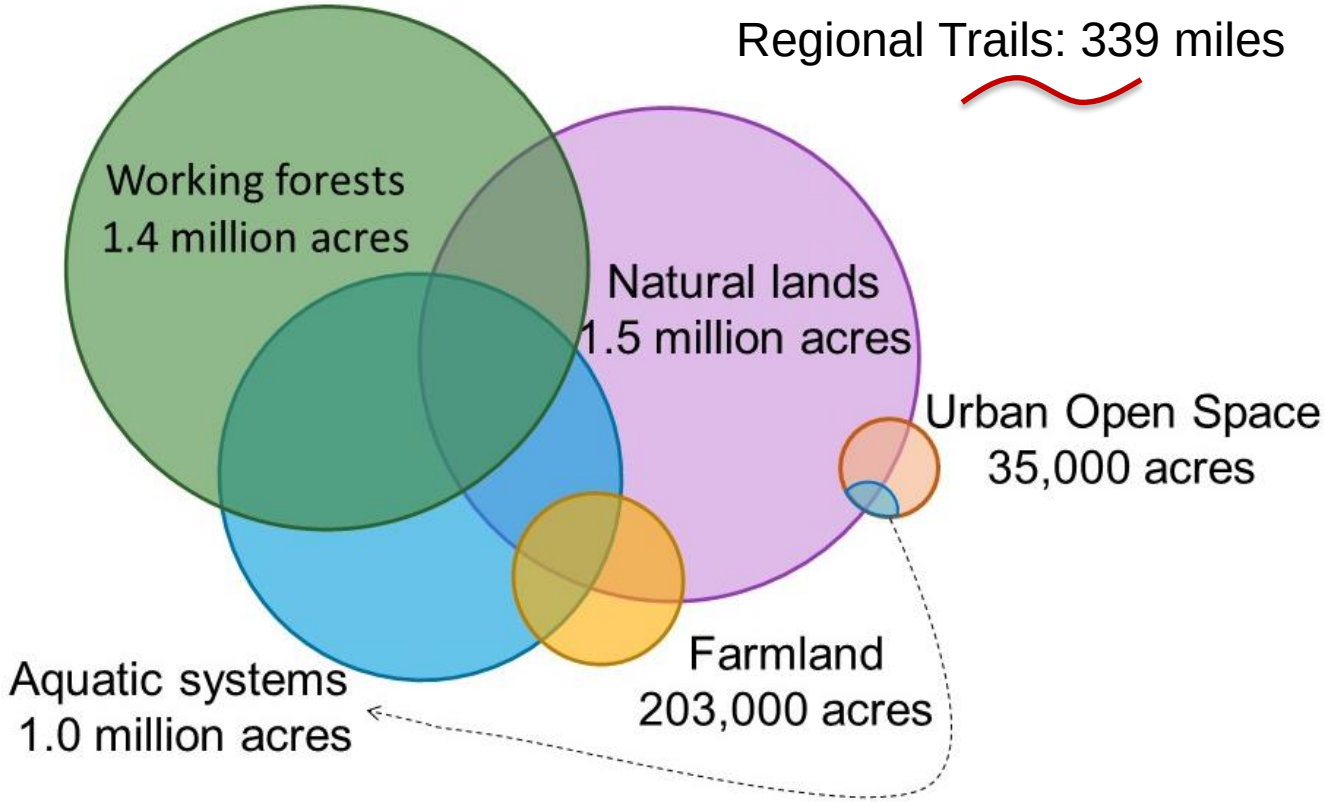
- Watershed boundaries
- County boundaries
- Urban growth area
- Rural lands
- Federal and state lands
- Municipal watersheds

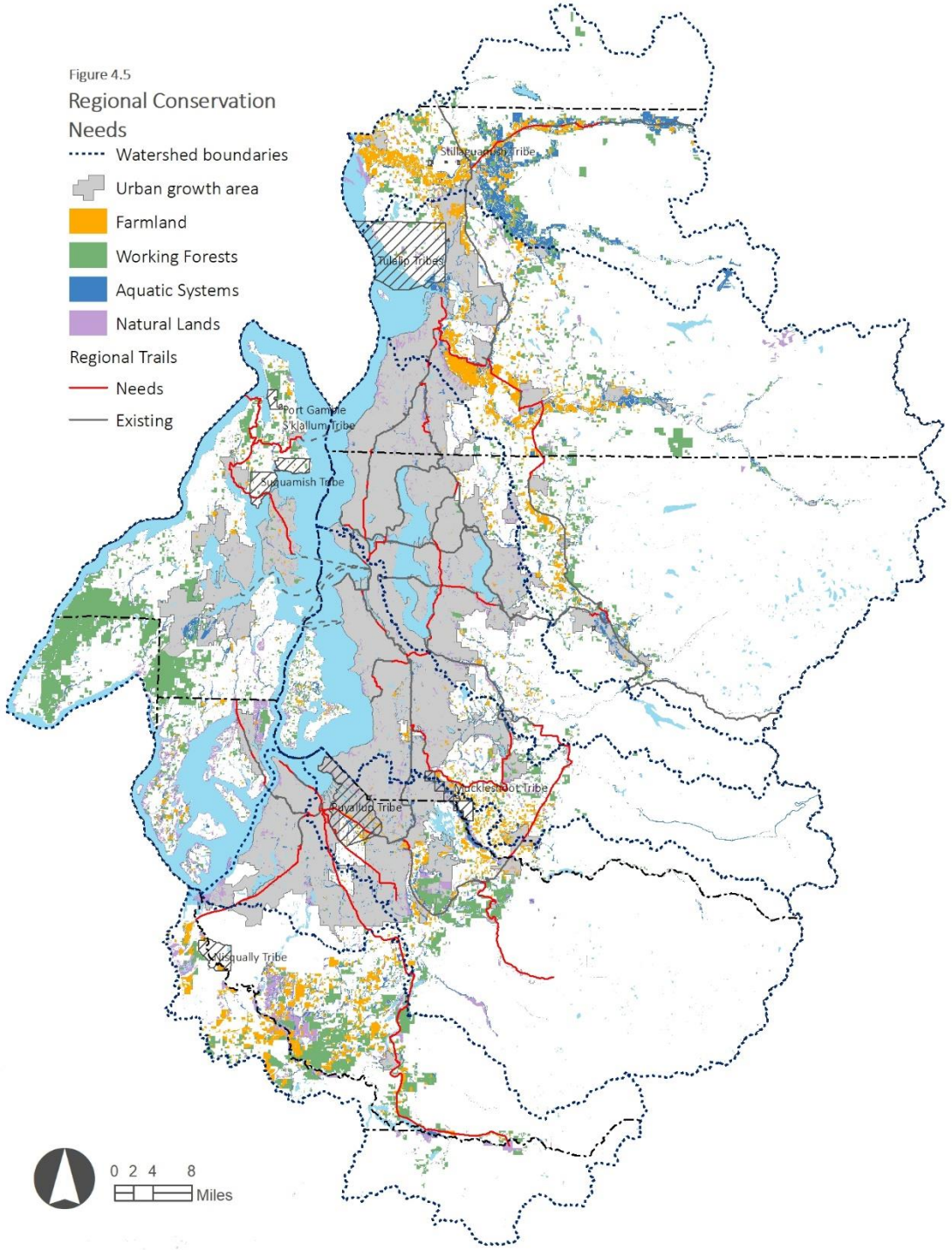




Regional Open Space Network

Regional Trails: 339 miles





Conservation Needs

- Not in long-term protection (fee or easement)
- For working forests, not designated for forestry or < 20 acres
- For aquatic and natural lands – undeveloped areas
- Trails that will complete existing trails, connect trails, or planned trails

Conservation Needs

Watershed:	Farmland (Acres)	Working Forests (Acres)	Aquatic Systems (Acres)	Natural Lands (Acres)	Regional Trails (miles)
5 - Stillaguamish	24,000	17,300	28,000	3,000	12
7 – Snohomish	30,100	26,600	21,700	12,700	46
8 – Cedar/Sammamish	2,300	2,500	5,600	9,100	40
9 – Green/Duwamish	6,900	5,500	6,600	7,700	43
10 – Puyallup/White	9,500	16,300	9,900	9,200	53
11 – Nisqually	26,600	38,100	8,900	16,300	35
12 – Chambers/Clover	240	260	1,800	3,200	13
15 - Kitsap	4,400	76,600	11,300	20,600	58
Total	**104,000**	**183,200**	**93,700**	**81,700**	**300**

463,000 acres

Comments on the draft

- Include more discussion of **urban open space**
  - Benefits, challenges to maintaining/increasing
  - What are the urban open space conservation needs?
  - Tools, actions to increase access
- Tribal treaty rights, history of open space and Native Americans
- Add strategy on regional trails
- Include drinking water source areas in aquatic systems



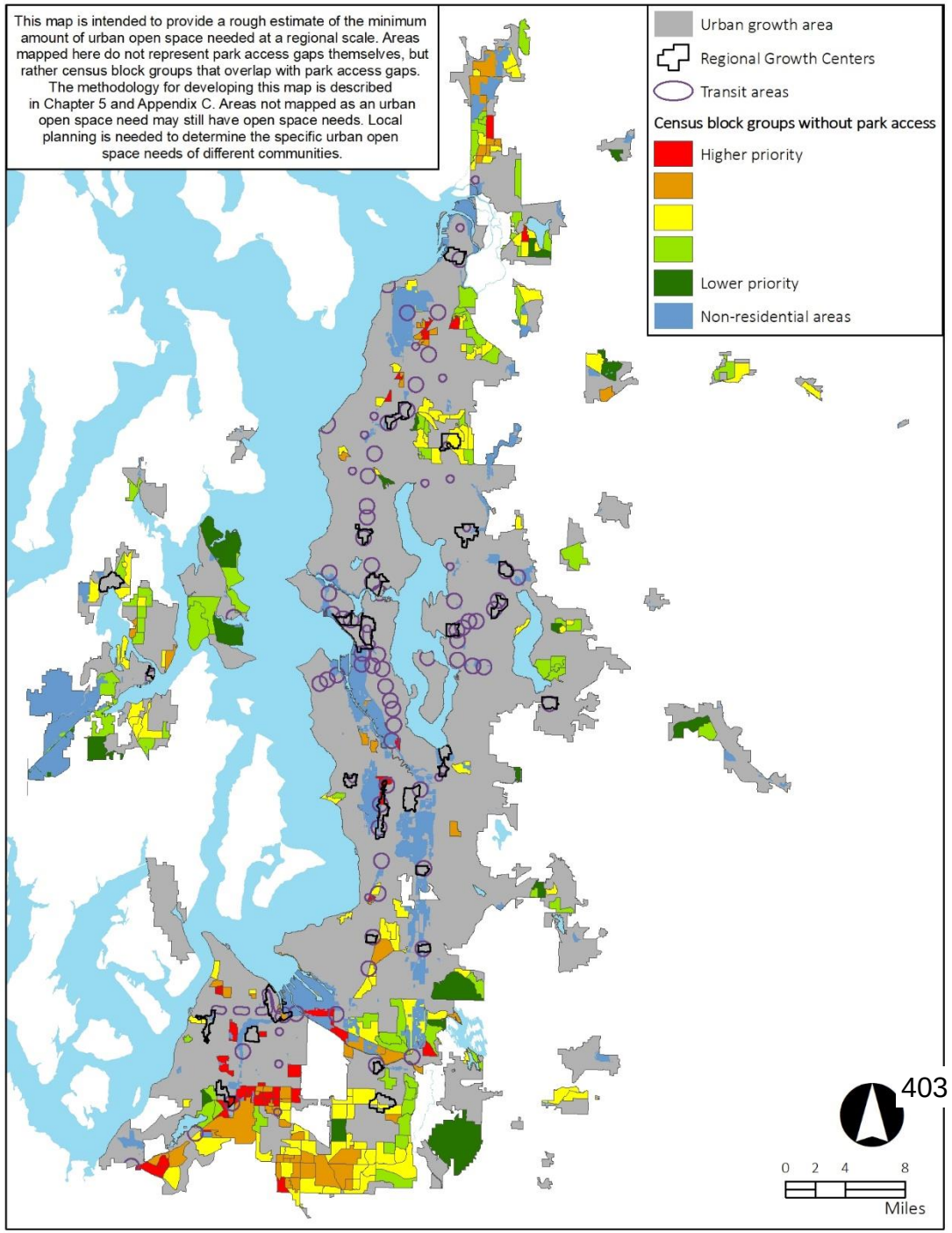
Urban Open Space Needs

Priority:

- Level of canopy cover
- Index of demographics:
  - Income level, race, language

Needs:

- 24 parks to address neediest gap areas
- 4 additional Regional Growth Centers
- 19 additional transit communities



Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. Keep working lands working
4. Protect remaining key habitat areas
5. Support urban open space and increase access to nearby nature for urban residents
6. Build a regional trail network
7. Enhance stewardship on open space lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. Build multi-benefit green infrastructure

Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. **Keep working lands working** Added Purchase of Development Rights as tool
4. Protect remaining key habitat areas
5. Support urban open space and increase access to nearby nature for urban residents
6. Build a regional trail network
7. Enhance stewardship on open space lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. Build multi-benefit green infrastructure

Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. Keep working lands working
4. Protect remaining key habitat areas
5. **Support urban open space and increase access to nearby nature for urban residents** Reworded, moved up
6. Build a regional trail network
7. Enhance stewardship on open space lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. Build multi-benefit green infrastructure

Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. Keep working lands working
4. Protect remaining key habitat areas
5. Support urban open space and increase access to nearby nature for urban residents
6. **Build a regional trail network** New strategy
7. Enhance stewardship on open space lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. Build multi-benefit green infrastructure

Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. Keep working lands working
4. Protect remaining key habitat areas
5. Support urban open space and increase access to nearby nature for urban residents
6. Build a regional trail network
7. **Enhance stewardship on open space lands** Both private and public lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. Build multi-benefit green infrastructure

Action Plan

1. Incorporate open space conservation into all levels of planning
2. Support growth in the right places
3. Keep working lands working
4. Protect remaining key habitat areas
5. Support urban open space and increase access to nearby nature for urban residents
6. Build a regional trail network
7. Enhance stewardship on open space lands
8. Restore habitat in high value areas
9. Coordinate planning among and within agencies and jurisdictions
10. **Build multi-benefit green infrastructure**

PSRC working on Puget Sound Partnership Near Term Action to accelerate development of stormwater parks

Next Steps

- Publish final plan in June and publicize
- Work with partners on identified actions
- Advance use of key conservation tools
  - Transfer of Development Rights
  - Conservation finance & ecosystem services markets
  - Return on investment analysis
  - Watershed management plans
  - Multi-benefit green infrastructure
  - Hazard mitigation plans
- Incorporate into VISION 2050



Emerald Alliance for People, Nature & Community

Regional Collaborative Serving Central Puget Sound



VISION 2050

- Add open space information to narrative
- Consider refinements to Multicounty Planning Policies to support open space implementation
- Update Actions to focus on supporting implementation





Open Space Policy Areas for VISION 2050

- Protecting and restoring open space
- Increasing access to parks, trails and open space
- Improving water quality



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https://www.psrc.org/our-work/regional-open-space-conservation-plan