CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 28, 2020

ZOOM WEBINAR

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AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
Councilmember Medina will be absent.

2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**

3. **PUBLIC COMMENT - 6:05 PM**
In order to streamline the meeting and promote clarity and efficiency, public comment on all topics will only be accepted during this time.

3.A **Instructions for Providing Public Comment in Remote Meetings - City Clerk,**
Instructions for Providing Public Comment at Remote Meetings.docx

4. **MAYOR'S REPORT - 6:20 PM**

5. **CITY MANAGER'S REPORT - 6:25 PM**

6. **FUTURE COUNCIL AGENDAS**

6.A **(6:30 PM) Future Council Agendas,** 10 Minutes
080420 City Council Study Session Agenda.pdf
081120 City Council Regular Business Meeting Agenda.pdf
081820 City Council Study Session.pdf

082520 City Council Regular Business Meeting Agenda.pdf

7. UNFINISHED BUSINESS

7.A **(6:40 PM) Next Steps for City Manager Search Process – Mayor Schneider,** 10 Minutes

7.B **(6:50 PM) Monthly Update on 2020 Revenue and Expenses Forecasts - Executive,** 10 Minutes
Financial Presentation June Update - for CC 07282020

7.C **(7:10 PM) Update on PSRC Vision 2050 and Countywide Planning Policies - Planning,** 30 Minutes
Staff Memo on Countywide Centers 20202807
PSRC Vision 2050 Population Allocation.docx
August 2019 Council Update PSRC Vision 2050.docx
Winslow Master Plan Study Area

7.D **(7:40 PM) Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive,** 10 Minutes
Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program
Redline - Councilmember Hytopoulos' Proposed Revisions to the Code of Conduct and Ethics Program - From 6-30-20 Council Meeting

7.E **(7:50 PM) Recommendation from Ad Hoc Committee on Economic Recovery - Mayor Schneider, Deputy Mayor Deets, and Councilmember Medina,** 30 Minutes
COVID-19 Economic Recovery Plan Recommendations for Bainbridge Island.pdf
BIDA COVID-19 Funding Request.pdf
BILA & VBI COVID-19 Funding Request.pdf
City of Poulsbo COVID-19 Business Recovery Plan (Draft).pdf
Poulsbo Summer Fair rules RF edit.pdf

7.F **(8:20 PM) Race Equity Task Force Workplan Item Related to Recommendation for the Formation of a Standing Advisory Committee - Councilmember Nassar** 10 Minutes

8. NEW BUSINESS

8.A **(8:30 PM) Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Works,** 15 Minutes
Professional Services Agreement - Skillings Connolly.docx
Lovell Sewer Presentation.pptx

8.B **(8:45 PM) Comcast Cable TV Franchise Renewal - Overview of Public Process - Executive,** 10 Minutes
Ordinance No. 2016-10 Comcast Cable Franchise Approved 061416
Comcast Cable TV Franchise Agreement FAQs
Overview of the Comcast Cable TV Franchise Renewal Public Process

8.C **(8:55 PM) Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups - Executive,** 10 Minutes

Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups
Resolution No. 2020-06 - COVID-19 - Affirming Proclamation of Emergency - Approved 031020

8.D **(9:05 PM) Letter of Support for Bainbridge Island Land Trust Property Acquisition, Executive** 5 Minutes
DRAFT City of Bainbridge Island RBP Letter of Support.doc
City of Bainbridge Island Council Member Conferral 5-29-20.pdf
Rockaway Bluff Preserve Project Description5-26-20.pdf
Rockaway Bluff Preserve Mapscompressed 5-26.pdf

8.E **(9:10 PM) Letter of Support for Bainbridge Island Metropolitan Park and Recreation District's Grant Application for Hidden Cove Park II - Executive,** 5 Minutes
City Support Letter -July 2020.pdf
Narrative.pdf
LOCATION & POPULATION PROXIMITY MAP2020.pdf
map 1 1920x1080 Parcel to be acquired.pdf

9. COUNCIL DISCUSSION

9.A **(9:15 PM) Options for a Council Discussion on Conduct and Process - Councilmember Hytopoulos,** 20 Minutes

10. CONSENT AGENDA

10.A **(9:35 PM) Agenda Bill for Consent Agenda,** 5 Minutes

10.B **Accounts Payable and Payroll**
AP Report to Council of Cash Disbursements 07-29-20.pdf
Payroll.pdf

10.C **City Council Study Session Minutes, July 7, 2020**
City Council Study Session Minutes, July 7, 2020

10.D **Regular City Council Business Meeting Minutes, July 14, 2020**
Regular City Council Business Meeting Minutes, July 14, 2020

10.E **Emergency COVID-19 Cleaning Contract Amendment No. 1 - Public Works,** 5 Minutes
Janitorial Covid Orig Contract - Exec.pdf
Janitorial Covid Contract Amendment No. 1 Exec.pdf
Resolution No. 2020-06 COVID-19 - Affirming Proclamation of Emergency Approved 031020.pdf

10.F **Springbrook Creek and Manzanita Creek Watershed Planning – Department of Ecology Puget Sound Natural Estuary Program Grant Acceptance and Budget Amendment - Public Works,** 5 Minutes
2018 NTA Watershed Planning Email.pdf

10.G **Chlorine Generator Upgrades Professional Services Agreement - Public Works,** 5 Minutes
PSA with RH2 Engineering, Inc.
Attachment C to PSA with RH@ Engineering, Inc.

10.H **Bainbridge Parks Foundation Bench Donations - Public Works,** 5 Minutes
Bench Donation Agreement.docx
Attachment A Bench description.pdf
Attachment B Bench locations.pdf

10.I **Ordinance 2020-03 "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC - Planning,** 5 Minutes
July 14 Staff Memo for Housekeeping Ordinance
Title 2 Changes Summary Table
Title 18 Changes Summary Table
Ordinance No. 2020-03
Exhibit A Title 2 Housekeeping Changes
Exhibit B BIMC 18.09.020 Use Table Excerpt Temporary Uses
Exhibit C Title 18 Housekeeping Changes
PLANNING COMMISSION MINUTES 102419

10.J **Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" Fee and a Deposit Fee for Third Party Review of Environmental Reports - Planning,** 5 Minutes
Resolution No. 2020-04 Amending Fee Schedule.pdf

10.K **Resolution No. 2020-14, Authorizing Use of Electronic Signatures in City Business - Executive,** 5 Minutes
Resolution No. 2020-14 Authorizing Use of Electronic Signatures

10.L **Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training - Executive,** 5 Minutes
Bainbridge Island - Kitsap Public Health - Network Security Consultation and Training Agreement

11. COMMITTEE REPORTS - 9:40 PM

12. FOR THE GOOD OF THE ORDER - 9:45 PM

13. ADJOURNMENT - 9:55 PM

GUIDING PRINCIPLES

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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:**

AGENDA ITEM: Instructions for Providing Public Comment in Remote Meetings - City Clerk,

SUMMARY: Instructions for providing public comment during remote meetings are attached.

AGENDA CATEGORY: Report **PROPOSED BY:** Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Instructions for Providing Public Comment at Remote Meetings.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

OFFICE OF THE CITY CLERK

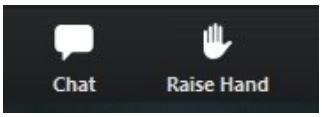
April 28, 2020

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

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

1. Attendees who wish to provide public comment sign in to Zoom with their name.

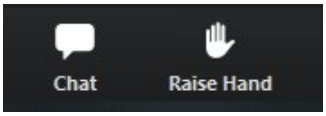
3. Attendee opens the Chat screen by clicking on the Chat icon at the bottom of the screen:



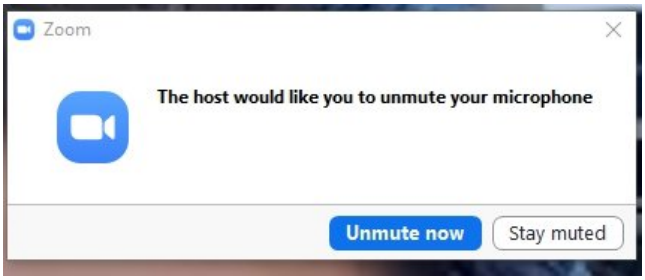
4. The Chat screen opens on the right-hand side. During public comment, the Clerk will provide notice to speakers through Chat on the amount of time left to speak; attendees will not be able to message Council.

5. Meeting Chair will indicate when it is time for public comment.

6. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen:



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



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

9. Attendee provides their comment.

10. Attendee will receive notice in Chat screen (“30 SECONDS”) when there are 30 seconds left in the allotted time to speak.

11. Attendee will receive notice in Chat screen (“STOP”) when the allotted time is over.

12. Attendee is returned to attendee group, and microphone is muted.

13. As always, public comment is simply received by the Council, with no response.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (6:30 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

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

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

080420 City Council Study Session Agenda.pdf

081120 City Council Regular Business Meeting Agenda.pdf

081820 City Council Study Session.pdf

082520 City Council Regular Business Meeting Agenda.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 04, 2020

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

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**

2. **EXECUTIVE SESSION**

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

4. **MAYOR'S REPORT**

5. **PRESENTATIONS**

   5.A **(x PM) COBI Connects Status and Communications Priorities for 2020 and 2021-2022 – Executive,** 30 Minutes

6. **UNFINISHED BUSINESS**

   6.A **Green Building Task Force Update - Planning,** 10 Minutes

   6.B **(x PM) Update on the Development Moratorium - Planning,** 10 Minutes
   Moratorium work program monthly update
   Ordinance No. 2020-09 Extending the Development Moratorium Approved 032420.pdf
   Moratorium Summary

7. **NEW BUSINESS**

   7.A **Bainbridge Island Senior Community Center Improvements Discussion,** 20 Minutes
   BISCC Council presentation_2020-08-04.pdf

   7.B **City Dock Low-Float Modification Discussion with Bainbridge Island Rowing Club,** 20 Minutes
   City Dock Low Floats Council presentation_2020-08-04.pdf

   7.C **Request for Proposals for 2021 Lodging Tax Projects - Executive,** 20 Minutes
   MRSC_-_Lodging_Tax__Hotel-Motel_Tax.pdf
   2021_LTAC_RFP_-for_CC_08042020.docx
   Summary of LTAC awards 2018-2020.pdf

7.D **Proposed Approach for 2021-2022 Human Services Awards – Executive,** 20 Minutes

8. CITY COUNCIL DISCUSSION

9. FUTURE COUNCIL AGENDAS

10. FOR THE GOOD OF THE ORDER

11. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 11, 2020

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

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**

2. **EXECUTIVE SESSION**

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

4. **PUBLIC COMMENT**

5. **MAYOR'S REPORT**

6. **CITY MANAGER'S REPORT**

7. **PRESENTATION(S)**

   7.A **PCD Fee Study Update by Consultant, FCS,** 30 Minutes

8. **PUBLIC HEARING(S)**

9. **UNFINISHED BUSINESS**

   9.A **Ordinance No. 2020-02 Relating to Accessory Dwelling Units (ADUs) - Planning,** 20 Minutes
   20200714 Staff Memo on ADUs.docx
   Ordinance No. 2020-02.docx
   October 2018 Legal Memo on ADUs
   031220 Planning Commission Minutes
   Planning Commission Subcommittee Recommendations Regarding ADUs
   ADU Use Specific Standards 18.09.030
   Building Official Memo re Tiny Home Appendix Q Adoption

   9.B **(5:25 PM) Schedule a Public Hearing on Ordinance No. 2020-X, Related to extending the Interim Zoning Control on Floor Area Ratio - Planning,** 5 Minutes
   Ordinance No. 2020-10 Adopting Interim Zoning Control Related to Bonus Density Approved 031020.pdf

9.C **(7:00 PM) Set the Public Hearing for Shoreline Master Program (SMP) Amendment for Critical Areas Ordinance Integration and Amendments to Nonconforming Uses, Structures, and Lots, Ord 2020-17 - Planning,** 10 Minutes
Ordinance_No._2020-17_Adopting_the_Shoreline_Master_Program_Amendment.docx
Exhibit_A_to_Ordiance_No._2020-17_Shoreline_Master_Program_Amendment.pdf
Exhibit_B_Table_of_Changes_to_Draft_SMP_Amendment.docx

10. NEW BUSINESS

10.A **2020 Midyear Report – Finance,** 20 Minutes

10.B **(X PM) Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property - Executive,** 10 Minutes
Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property
Resolution No. 2016-18, The City's Current Procedure for the Surplus and Sale of City-Owned Real Property
Appraisal Institute - Summary of 2014-15 USPAP Changes to Written Appraisal Report Types

10.C **Appointments to the Climate Change Advisory Committee, Environmental Technical Advisory Committee, Ethics Board, Historic Preservation Commission, Human Services Funding Task Force, Kitsap County Grant Recommendation Committee (Capital), Kitsap County Grant Recommendation Committee (Services), Kitsap Public Facilities District, Lodging Tax Advisory Committee, Race Equity Task Force, Salary Commission and Utility Advisory Committee - Mayor Schneider,** 10 Minutes

11. CONSENT AGENDA

12. COMMITTEE REPORTS

13. FOR THE GOOD OF THE ORDER

14. ADJOURNMENT

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CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 18, 2020

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

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**

2. **EXECUTIVE SESSION**

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

4. **MAYOR'S REPORT**

5. **PRESENTATIONS**

6. **UNFINISHED BUSINESS**

   6.A **Sustainable Transportation Plan Update,** 15 Minutes

7. **NEW BUSINESS**

   7.A **(x PM) Legislative Review of Land Use Regulations (Code Amendment), related to Eliminating a 500' Setback that Applies to Waste Transfer Facilities and Increasing Lot Coverage for Two Properties Commonly referred to as the "Triangle Property" - Planning,** 30 Minutes
   20200707_CC Staff Memo_Aveterra Legislative Review of Land Use Regulations
   Attachment A_PC Review Summary and Memorandums
   Attachment B_PC Recorded Motion

8. **CITY COUNCIL DISCUSSION**

9. **FUTURE COUNCIL AGENDAS**

10. **FOR THE GOOD OF THE ORDER**

11. **ADJOURNMENT**

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 25, 2020

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

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**

2. **EXECUTIVE SESSION**

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

4. **PUBLIC COMMENT**

5. **MAYOR'S REPORT**

6. **CITY MANAGER'S REPORT**

7. **PRESENTATION(S)**

8. **PUBLIC HEARING(S)**

   8.A **(5:25 PM) Public Hearing on Ordinance No. 2020-X, Related to extending the Interim Zoning Control on Floor Area Ratio - Planning,** 15 Minutes
   Ordinance No. 2020-10 Adopting Interim Zoning Control Related to Bonus Density Approved 031020.pdf

   8.B **(x pm) Ordinance No. 2020-17 Adopting the Shoreline Master Program Amendment - Planning,** 30 Minutes
   Staff Memorandum to City Council
   Ordinance No. 2020-17 Adopting the Shoreline Master Program Amendment
   Exhibit A to Ordinance No. 2020-17_Shoreline Master Program Amendment
   Exhibit B Table of Changes to Draft SMP Amendment

9. **UNFINISHED BUSINESS**

   9.A **Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards (Placeholder),** 15 Minutes

9.B **Update on Timeline for PSE Franchise Renewal (Placeholder),** 10 Minutes

9.C **Update on Policing Town Hall (Placeholder),** 10 Minutes

9.D **Self-Service Storage Moratorium Update,** 20 Minutes

10. NEW BUSINESS

10.A **Ordinance No. 2020-XX Relating to 2020 2nd Quarter Budget and Updated Capital Improvement Plan Amendments – Finance,** 10 Minutes

10.B **Update on Public Art Program, Arts and Humanities Bainbridge/Public Art Committee,** 15 Minutes

10.C **Arts and Humanities Bainbridge/Public Art Funding Proposal,** 15 Minutes

10.D **2020 Annual Stormwater Preservation Program - Public Works,** 10 Minutes

11. CONSENT AGENDA

12. COMMITTEE REPORTS

13. FOR THE GOOD OF THE ORDER

14. ADJOURNMENT

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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (6:40 PM) Next Steps for City Manager Search Process – Mayor Schneider,

SUMMARY: Discuss next steps on City Manager search.

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

RECOMMENDED MOTION: Discussion

STRATEGIC PRIORITY: Good Governance

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

BACKGROUND: Councilmembers requested time to discuss next steps on the process to select a City Manager.

The City has engaged Strategic Government Resources (SGR) to complete the search process. SGR is currently working to develop a draft position brochure for City Council to review and approve. Ron Holifield of SGR will be available to support the Council's discussion of this item.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (6:50 PM) Monthly Update on 2020 Revenue and Expenses Forecasts - Executive,

SUMMARY: This briefing will provide a monthly update to the forecasted impacts of COVID-19 restrictions and closures on City revenue sources, compared to 2020 budget plans.

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

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: In May 2020, staff provided a comprehensive update on the revenue forecast and suggested expenditure reductions for 2020. The first monthly update was provided on June 30. Please see the May 12, May 19, and June 30 meetings for presentation materials.

ATTACHMENTS:

Financial Presentation June Update - for CC 07282020

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

2020 Fiscal Update: Revenue and Expense Forecasts

July 28, 2020

Overview

- Introduction/Summary
- Updated revenue forecast with data through the end of June
- Implementation of expenditure recommendations

Summary

- May 12 Financial Presentation promised monthly updates
- Tonight's presentation will focus on the "tax-supported," non-utility funds.
- Utility revenues largely unchanged

Summary

- Q1 actuals were close to plan
- Q2 revenues through June are ahead of earlier forecast
- Expenditure reductions and holds implemented and remain in place

Summary as presented in May

- Current forecast revenue loss of $4.5 million
- Cost savings through vacancies of $1.3 million
- Cost savings through other spending decisions of $1.4 million
- Remaining gap = $1.8 million

Summary based on data through June 30

- Current forecast revenue loss reduced from $4.5 million to $3.6 million
- Cost savings through vacancies remain at $1.3 million
- Cost savings through other spending decisions remain at $1.4 million
- Remaining gap reduced from $1.8 million to $0.9 million

Revenue Forecast

	2020 budget	2020 forecast (as presented in May)	2020 change	% change
Property tax	7,698,000	7,700,000	2,000	0%
Sales tax	5,308,000	3,800,000	(1,508,000)	-28%
REET	3,000,000	2,100,000	(900,000)	-30%
Utility taxes	3,454,150	3,079,000	(375,150)	-11%
Sale of Suzuki Property	800,000	0	(800,000)	-100%
Streets Fund	1,411,000	1,054,955	(356,045)	-25%
B&DS Fund	1,663,000	810,000	(853,000)	-51%
Subtotal	*22,534,150*	*18,543,955*	*(3,990,195)*	*-18%*
Total Tax-Supported Revenues	25,602,450	21,145,313	(4,457,137)	-17%

Year-end forecast as presented in May

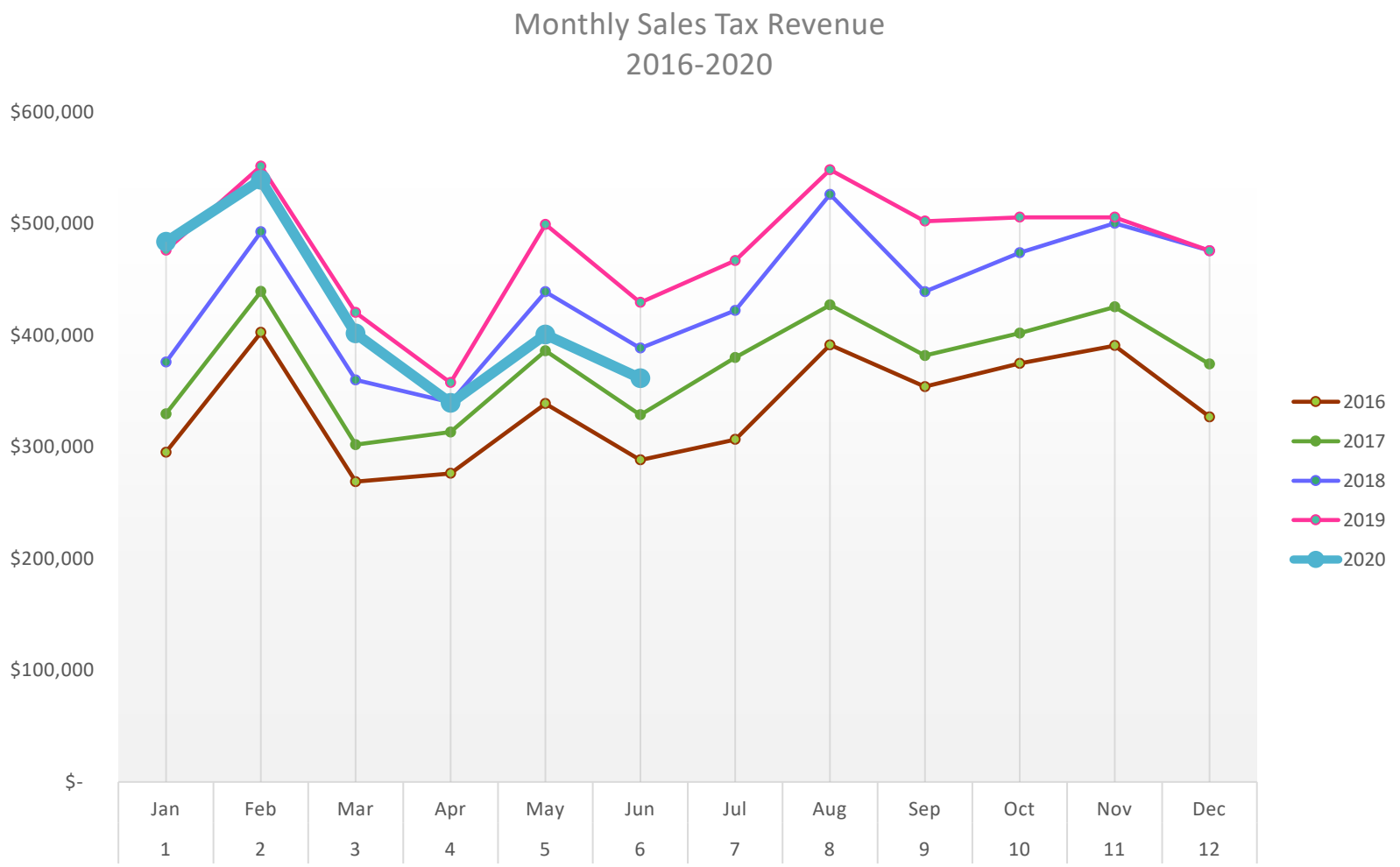
	2020 forecast (as presented in May)	2020 forecast (update as of June 30)	Change to forecast ($)	Change to forecast (%)
Property tax	7,700,000	7,772,000	72,000	1%
Sales tax	3,800,000	4,326,000	526,000	14%
REET	2,100,000	2,603,000	503,000	24%
Utility taxes	3,079,000	3,034,000	(45,000)	-1%
Sale of Suzuki Property	0	0	0	0%
Streets Fund	1,054,955	988,000	(67,000)	-6%
B&DS Fund	810,000	893,000	83,000	10%
Subtotal	*18,543,955*	*19,616,000*	*1,072,000*	*6%*
Total Tax-Supported Revenues	21,145,313	22,050,000	905,000	4%

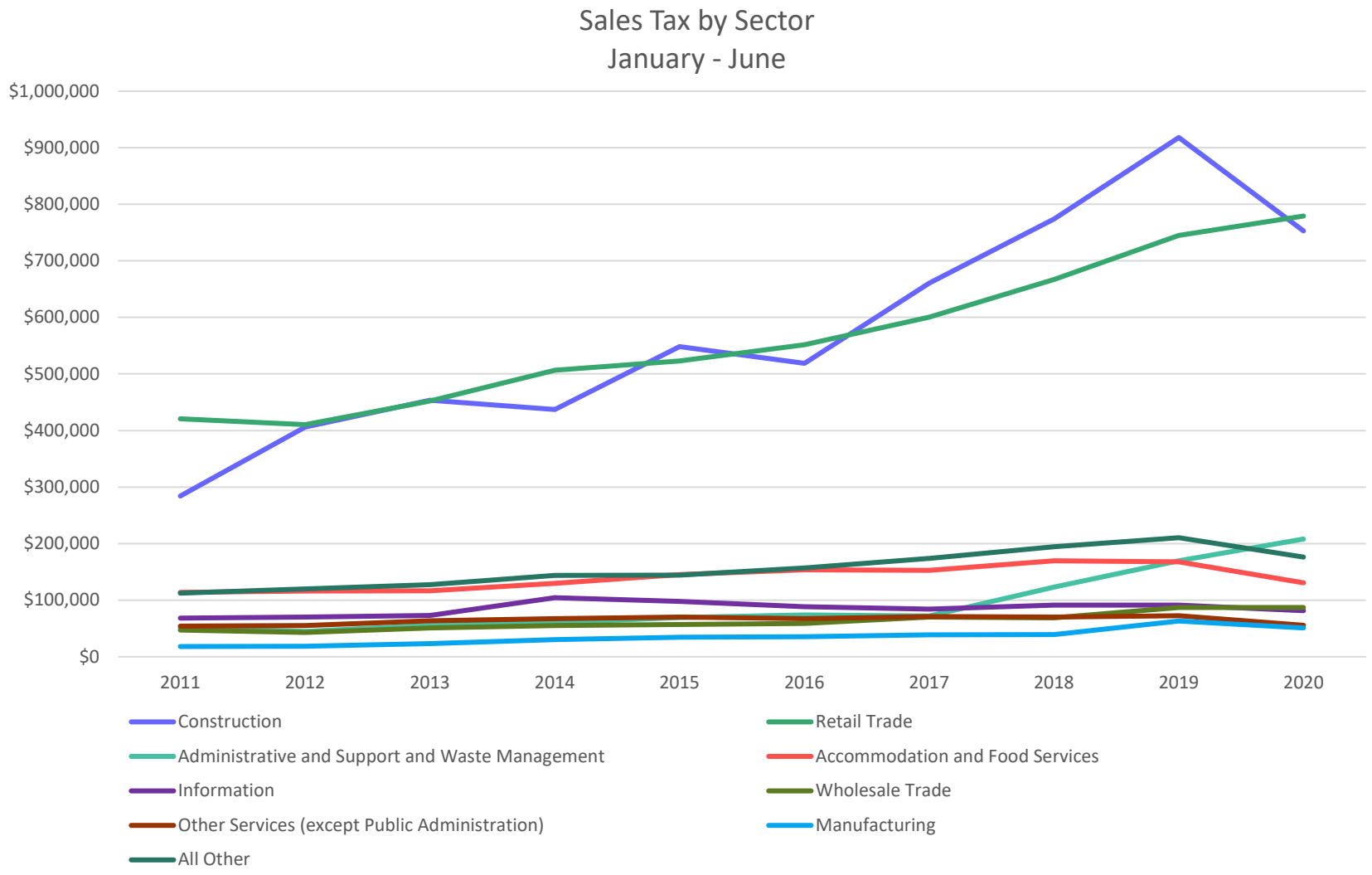
Current year-end forecast as of June 30

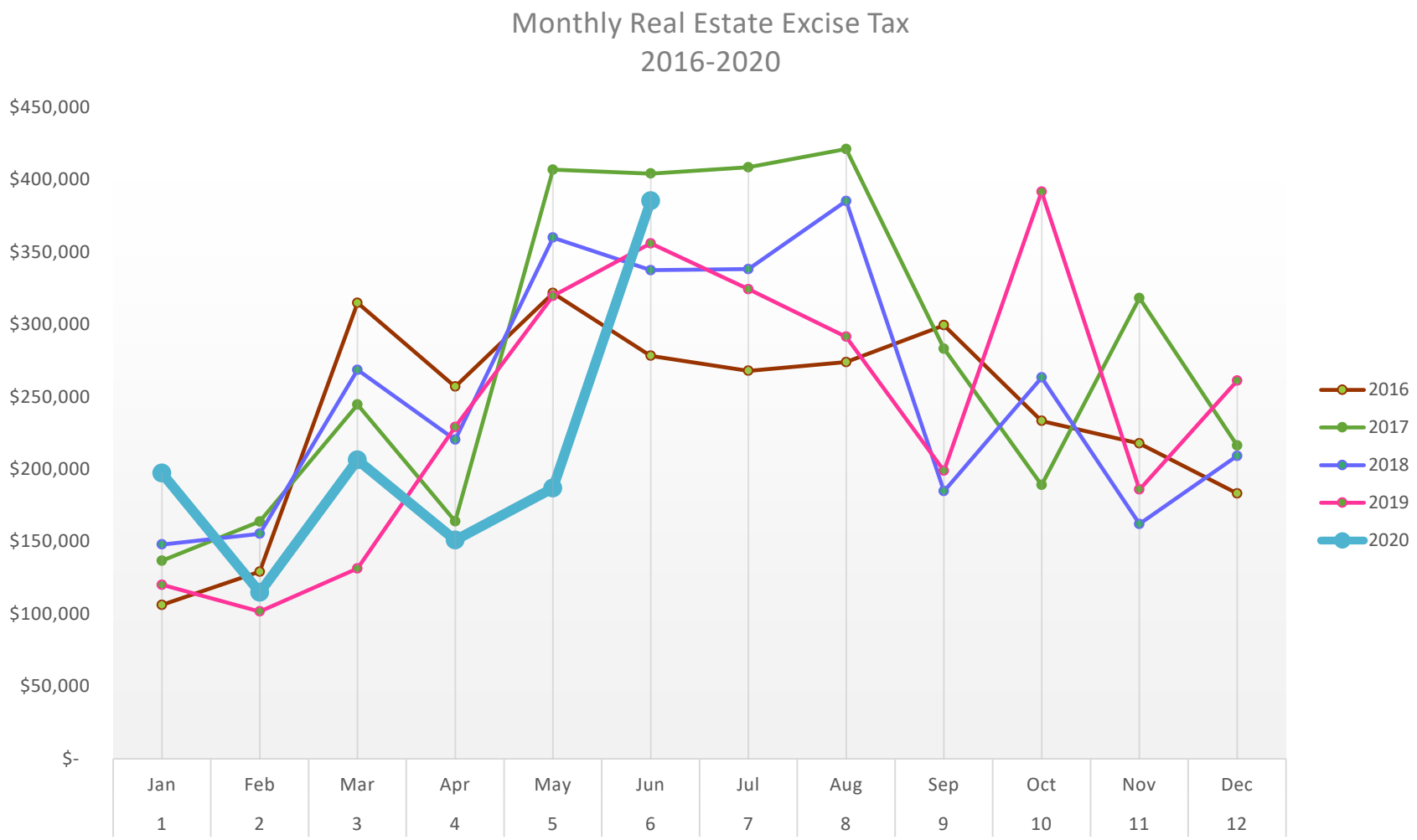
	2020 forecast	2020 forecast (July Update)	Change to forecast ($)	Change to forecast (%)
Parking tax	632,000	530,000	(101,000)	-16%
Gas tax	380,000	408,000	29,000	7%
Building permits	345,000	368,000	23,000	7%
Plan check fees	250,000	295,000	45,200	18%

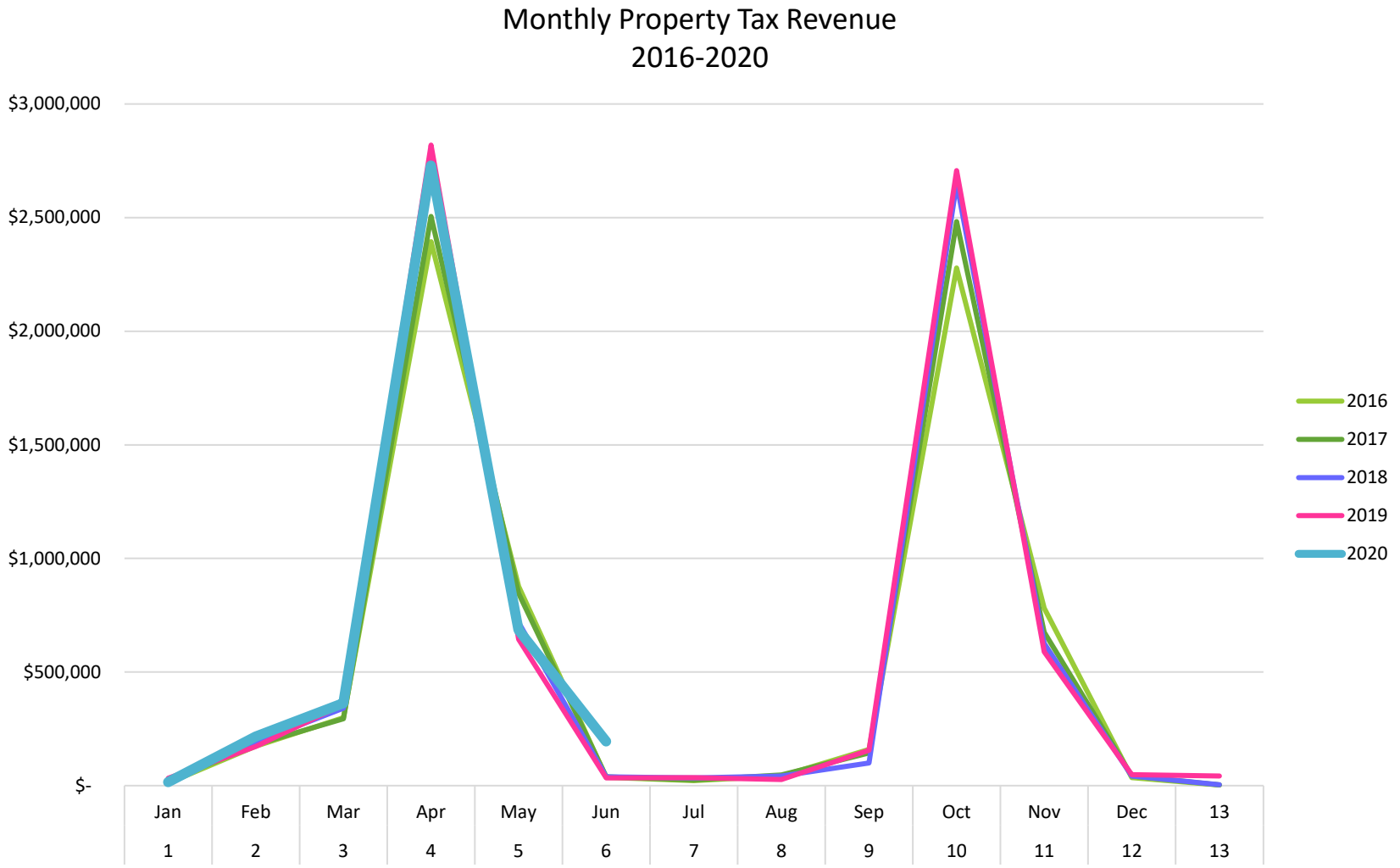
Q2 update as of July for selected revenues

2020 total revenue forecast with update to forecast through June 30


Monthly Sales Tax Revenue
2016-2020
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
Jan 1
Feb 2
Mar 3
Apr 4
May 5
Jun 6
Jul 7
Aug 8
Sep 9
Oct 10
Nov 11
Dec 12
2016
2017
2018
2019
2020


Sales Tax by Sector
January - June
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Construction
Retail Trade
Administrative and Support and Waste Management
Accommodation and Food Services
Information
Wholesale Trade
Other Services (except Public Administration)
Manufacturing
All Other


Monthly Real Estate Excise Tax
2016-2020
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
Jan 1
Feb 2
Mar 3
Apr 4
May 5
Jun 6
Jul 7
Aug 8
Sep 9
Oct 10
Nov 11
Dec 12
2016
2017
2018
2019
2020


Monthly Property Tax Revenue
2016-2020
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
Jan 1
Feb 2
Mar 3
Apr 4
May 5
Jun 6
Jul 7
Aug 8
Sep 9
Oct 10
Nov 11
Dec 12
13 13
2016
2017
2018
2019
2020

Next steps

August 11th – 2020 Midyear Report (revenue and expenditure January through June)

August 25th – 2020 Revenue Update (January through July)

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (7:10 PM) Update on PSRC Vision 2050 and Countywide Planning Policies - Planning,

SUMMARY: Staff is providing information to inform Council consideration of two long-range planning and policy issues: 1) whether to have the Winslow Master Plan Study Area designated as a Candidate Center or 2) whether to have the most dense zoning districts within Winslow be a Countywide Center. The designation as a Center may make Winslow eligible for Federal Highway Administration and Federal Transit Administration monies.

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

RECOMMENDED MOTION: Update and discussion by Council.

STRATEGIC PRIORITY: Green, Well-Planned Community

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

BACKGROUND: Staff has not provided an update to Council since pre-COVID. The purpose of these memos is to update Council on the Kitsap Countywide Planning Policies update; a requirement by the Puget Sound Regional Council's (PSRC) VISION 2050. A key component of CPPs is designating centers for growth across the county and determining population allocation. A memo is provided to discuss the Center designation (Centers Memo) and to provide an update on population allocation discussions since the KRCC Board retreat in the fall of 2019 (Update PSRC Vision 2050). Also, the original staff presentation on Vision 2050 from summer 2019 is included for background.

ATTACHMENTS:

Staff Memo on Countywide Centers 20202807

PSRC Vision 2050 Population Allocation.docx

August 2019 Council Update PSRC Vision 2050.docx

Winslow Master Plan Study Area

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: July 16, 2020

To: Morgan Smith, City Manager

From: Heather Wright
Director of Planning

Subject: Kitsap County Planning Policies, Winslow Designation

I. Introduction and Background

The Puget Sound Regional Council's (PSRC) VISION 2050 requires Kitsap, Snohomish, Pierce, and King Counties to update their respective Countywide Planning Policies (CPPs) by December 31, 2021. A key component of CPPs is designating centers for growth across the county.

A similar exercise was done in 2015 when Kitsap County amended their CPPs to reflect VISION 2040. Included in this exercise, Winslow was identified as a Town Center. Day Road, Lynnwood Center, Rolling Bay and Island Center are identified as Manufacturing and Neighborhood Centers.

PSRC's updated Regional Centers Framework designates regional centers and directs county's to designate countywide centers. In initial work with other Kitsap jurisdictions, most Town Centers are being considered equivalent to a Countywide Center. A Countywide Center is recognized as an integral feature for accommodating residential and employment growth.

The Planning Directors of Kitsap County provided their first draft of Countywide Centers at a PlanPol meeting in April 2020 as part of the required process by Kitsap County to amend their Countywide Planning Policies (see attached memo).

II. Summary of Center Criteria ON WINSLOW

While Winslow was a Town Center under the previous CPP's, the entire Winslow Master Plan Study area does not meet the Countywide Centers criteria being drafted to be consistent with the Regional Centers Framework . At its current size, the population and job density of Winslow is below the minimum activity units. An "activity unit" is a measure of the number of jobs and population in a geographic area.

To be a Countywide Center, a geographic area has to have a minimum of 10 activity units per acre; whereas Candidate Centers are only required to have 5, and Winslow has 8. Bainbridge Island could submit a narrower geographic boundary for the purpose of designating the Winslow Countywide Center that would be greater than 10 activity units per acre. The Countywide Center boundary does not need to

be exactly the same as the subarea boundary, although differences should be reasonable. Without a revised boundary, Winslow would be identified as a Candidate Countywide Center.

However, if the Winslow Center was reduced to include the Mixed Use Town Center, High School Road Districts and the R-8 and R-14 zoning districts, then the activity units would be at 19 and would meet the designation as a Countywide Center.

III. NEXT STEPS

Staff is requesting if Council wants to 1) have the Winslow Master Plan Study Area as a Candidate Center or 2) have the most dense zoning districts within Winslow be a Center. KRCC will discuss in September the timeline for completing the Center designation and are considering rolling this work into the full Centers update that is happening over the next 6 to 9 months.

IV. ADDITIONAL ITEMS FOR CONSIDERATION

The designation as a Center may make Winslow eligible for Federal Highway Administration and the Federal Transit Administration monies. In 2020, PSRC administered and approved $270 million in transportation funding annually from the Federal Highway Administration and the Federal Transit Administration.

Examples of recently funded and approved projects from PSRC that have or are planned to receive federal funding include:

- $702,945 towards the Sportsman Club and New Brooklyn intersection improvements
- $1.4 million towards Madison Avenue sidewalk improvements
- 224,000 towards High School Road safety improvements
- $1.6 million for the first mile of "Sound to Olympics Trail"

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: July 15, 2020

To: City Manager
City Council

From: Heather Wright
Planning Director

Subject: PSRC Vision 2050 Plan – Update on Population Forecast

I. Vision 2050 & Bainbridge Island

As briefed to the Council in July 2019 (memo attached), the Puget Sound Regional Council 's Vision 2050 plan has identified the City of Bainbridge Island as a High Capacity Transit (HCT) Community along with Kingston, Port Orchard and Port Orchard UGA and Poulsbo and Poulsbo UGA. The Vision 2050 Preferred Alternative for Kitsap Counties HCT's communities' forecasts population growth by 36% or by 34,000 between the years of 2017 to 2050 and employment growth by 32% or by 18,000 between the years of 2017 to 2050.

The exact percentage of growth that Bainbridge Island will experience will be informed by the next census update, the next adoption of the Comprehensive Plan and an agreed upon distribution of the 36% by the 3 other HCTC's (Poulsbo, Port Orchard, Kingston (Kitsap County).

II. Overview of October KRCC board retreat

The first exercise on consensus to accommodate the predicted population projects from Puget Sound Region Council's Vision 2050 were discussed by the elected officials at the Kitsap Regional Coordinating Council on October 25, 2019.

There was quite a bit of consensus amongst the groups about the amount of population to be allocated between the HCT's. For Bainbridge Island, it was proposed and generally accepted to accommodate 4,500 of the 34,000 population by 2050.

To understand the potential amount of growth, it is helpful to have our current population estimate and the amount that we have already prepared to accommodate in our 2036 Comprehensive Plan.

- The 2017 Comprehensive Plan plans for a population of 28,660 residents in 2036. This amount is 4,780 above the 2015 census (23,880) that was the basis of the Comprehensive Plan (28,660 – 23,880 = 4,780).
- According to the recently released OFM estimate of population growth, the City has grown by 1,630 people from 2015 to 2020.
- If the Island were to accommodate 4,500 additional residents by 2050, the City may need to adjust for an additional 280 residents during our next comprehensive plan update (4,780 planned for 2036 – 4,500 additional in 2050 = 280).

III. Next Steps

There will be many conversations about target setting and population allocation leading up to the adoption of the Kitsap County Centers update (due December 2021) and our next Comprehensive plan update, that is scheduled for 2024. The Director's will briefly touch on this during their fall KRCC meeting and staff will continue to update Council as more discussions occur. There is also a potential for the consultant assisting the Director's in the full Countywide Planning Policies' update to assist in the population allocation discussions.

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: August 20, 2019

To: City Manager
City Council

From: Heather Wright
Interim Planning Director

Subject: Update on Population Forecast – PSRC Vision 2050 Plan

I. Puget Sound Regional Council BACKGROUND

The Puget Sound Regional Council (PSRC) is the regional planning organization for the four-county central Puget Sound region (King, Pierce, Snohomish and Kitsap counties). PSRC conducts long-range planning (20-30 years in the future) for growth management, transportation, and economic development. It also collects regional data on demographics, housing, unemployment, building permits, and traffic counts, and analyzes to inform public policy.

II. VISION 2050 BACKGROUND

PSRC began their Vision 2050 work in 2017 with scoping, research and planning in 2018 and draft SEPA review in 2019. Adoption of VISION 2050 by the General Assembly is scheduled for spring 2020.

They are currently requesting feedback on the plan, including the region's multicounty planning policies and actions and the Regional Growth Strategy. The public comment period is July 19 – September 16, 2019. The Growth Management Policy Board will hold a public hearing at their September 5, 2019 meeting.

III. FORECAST POPULATION & JOBS FOR BAINBRIDGE

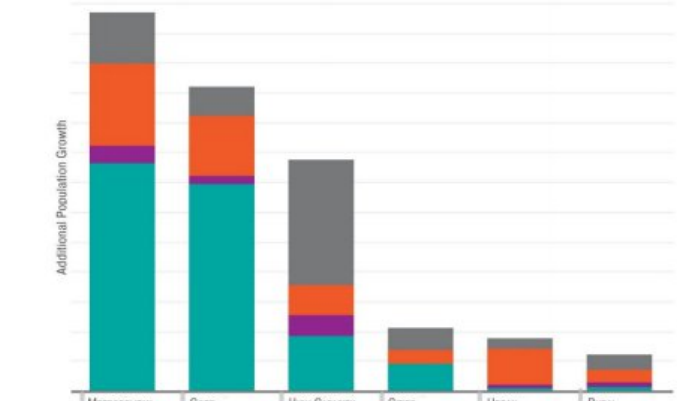
A new regional forecast shows expected employment and population growth through 2050. PSRC is planning for 1.8 million more people and 1.2 million jobs by 2050. Planning for 2050 to inform regional and local planning is a fundamental component of the update.

The City of Bainbridge Island is included as a High Capacity Transit Community along with Kingston, Port Orchard and Port Orchard UGA and Poulsbo and Poulsbo UGA. High Capacity Transit Communities include cities connected to existing or planned light rail, commuter rai, ferry, streetcar and bus rapid transit facilities.

The Draft Preferred Alternative for Kitsap Counties High Capacity Transit communities forecasts population growth by 36% or by 34,000 between the years of 2017 to 2050 and employment growth by 32% or by 18,000 between the years of 2017 to 2050.

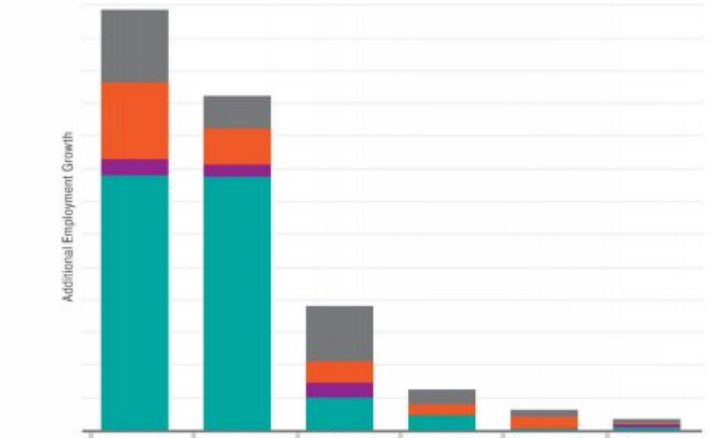
The City of Bainbridge will work together with the other HCTC's and the other jurisdictions to determine which percentage of our new countywide growth target will be allocated to each community prior to the next cycle of local comprehensive plan update. The City is required to adopt their next periodic comprehensive plan update in 2024.

FIGURE 1 - POPULATION GROWTH 2017-50, DRAFT PREFERED ALTERNATIVE



	Metropolitan Cities	Core Cities	High Capacity Transit Communities	Cities & Towns	Urban Unincorporated	Rural
Snohomish	20% - 87,000	11% - 47,000	50% - 210,000	9% - 37,000	4% - 18,000	6% - 25,000
Pierce	37% - 134,000- 38% - 137,000	23% - 85,000- 28% - 101,000	10% - 35,000- 14% - 52,000	7% - 25,000	11% - - 41,000- 16% - 60,000	3% - 11,000- 6% - 22,000
Kitsap	34% - 33,000	16% - 15,000	36% - 34,000	0% - 0	6% - 6,000	8% - 8,000
King	44% - 381,000	40% - 346,000	11% - 92,000	5% - 44,000	0% - 4,000	1% - 6,000
TOTAL	36% - 635,000- - 638,000	28% - 493,000- 29% - 509,000	21% - 371,000- - 388,000	6% - 105,000	4% - 69,000- 5% - 88,000	3% - 50,000- - 61,000

FIGURE 2 - EMPLOYMENT GROWTH 2017-50, DRAFT PREFERRED ALTERNATIVE



	Metropolitan Cities	Core Cities	High Capacity Transit Communities	Cities & Towns	Urban Unincorporated	Rural
Snohomish	39% - 89,000	17% - 39,000	30% - 68,000	8% - 18,000	3% - 7,000	2% - 4,000
Pierce	48% - 94,000	23% - 44,000	13% - 26,000	6% - 13,000	8% - 15,000	2% - 3,000
Kitsap	35% - 20,000	26% - 15,000	32% - 18,000	0% - 0	2% - 1,000	5% - 3,000
King	46% - 311,000	45% - 310,000	6% - 40,000	3% - 18,000	0% - 1,000	0% - 3,000
TOTAL	44% - 514,000	35% - 408,000	13% - 152,000	4% - 49,000	2% - 24,000	1% - 13,000

The exact percentage of growth that Bainbridge Island will experience will be informed by the next census update, the next adoption of the Comprehensive Plan and an agreed upon distribution of the 36% by the 3

other HCTC's (Poulsbo, Port Orchard, Kingston (Kitsap County). This decision point is not required as part of the VISION 2050 plan. Staff will engage Council to help frame those conversations as they unfold.

IV. OPPORTUNITIES TO COMMENT & NEXT STEPS

The public comment period is July 19 – September 16, 2019. The Growth Management Policy Board will hold a public hearing at their September 5, 2019 meeting.

Opportunities to participate include the following:

• In-person open houses being held in Everett, Tacoma, Bellevue, Seattle, or Port Orchard. These events are comprised of two parts: 1) a facilitated discussion in the afternoon, tailored for staff from government agencies, non-profits, and the business community, and 2) a drop-in style open house for members of the general public. Anyone is welcome to attend either part of the events.

• An online open house, available for the entire 60-day comment period.

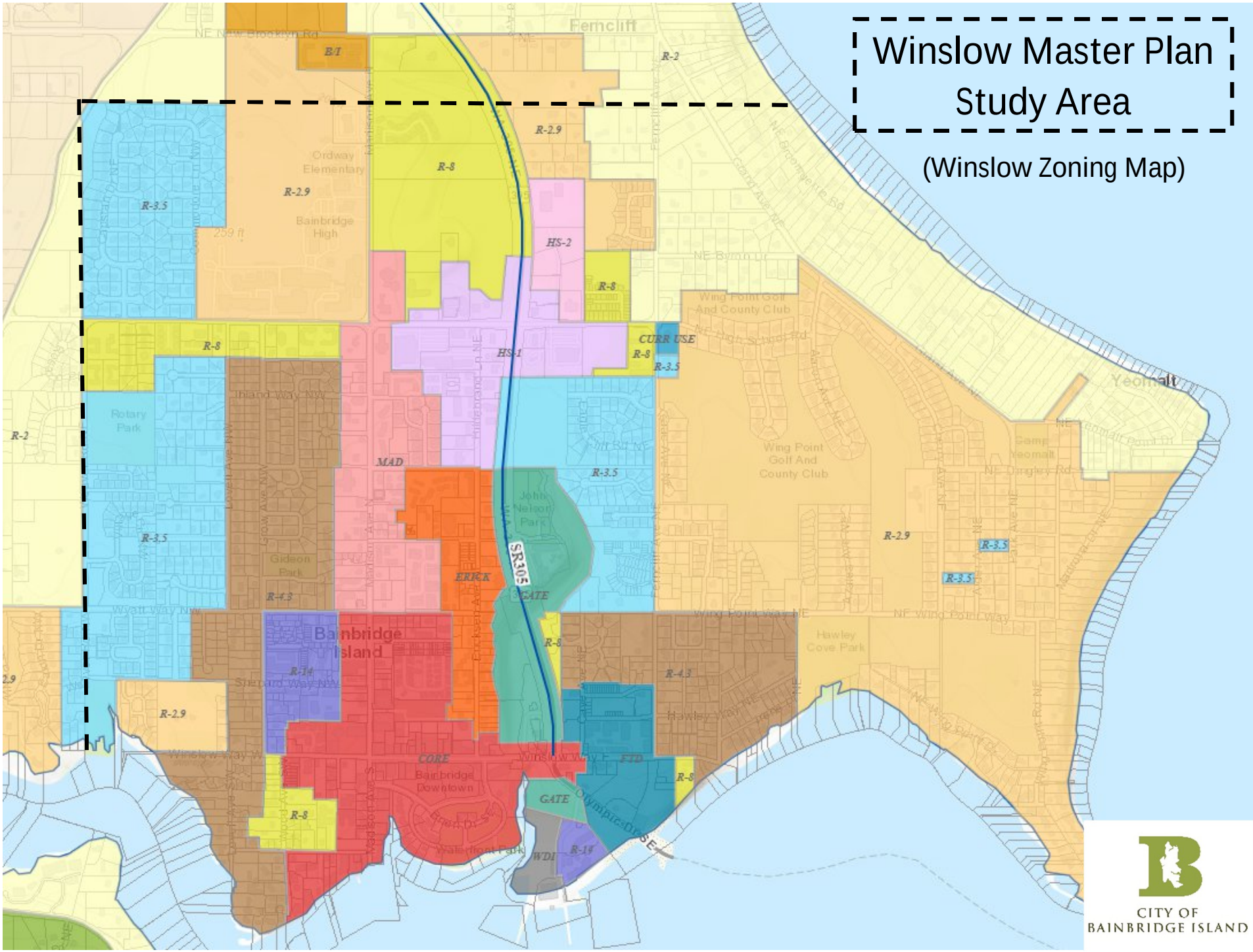
• Tabling at regional events (check the calendar for more information).

• Presenting at countywide regional councils and other local forums and meetings

• A series of blog posts and information on social media to get the word out

• Holding a public hearing at the September 5 Growth Management Policy Board meeting, at 10 am in the PSRC Board Room

Staff is interested in hearing from Council on the questions they may have to help them make informed comments on this draft plan.


Winslow Master Plan Study Area
(Winslow Zoning Map)
Ferncliff
Ordway Elementary
Bainbridge High
Rotary Park
Gideon Park
John Nelson Park
Wing Point Golf And County Club
Hawley Cove Park
Bainbridge Island
Bainbridge Downtown
Waterfront Park
Camp Yeomalt
SR305
CITY OF BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:40 PM) Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive,

SUMMARY: Continued Council consideration of updates to the Code of Conduct and Ethics Program.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to forward Resolution No. 2020-13 for approval with the August 11, 2020 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: Since the start of 2020, City Council has been considering revisions to the City's Code of Conduct and Ethics Program. The revisions were originally proposed by Councilmember Hytopoulos, and would significantly change the Program to more clearly separate into different tracks complaints related to the Code of Conduct (Article I) and complaints related to the Code of Ethics (Article II).

At its meeting on June 9, 2020, the City Council expressed interest in this approach and Councilmember Hytopoulos was asked to bring her proposed revisions back to the Council for further consideration. The Council continued its consideration of Councilmember Hytopoulos' proposed edits on both June 23, 2020, and June 30, 2020. Following Council discussion on June 30, 2020, the Council requested that the City Attorney's Office prepare a resolution to adopt Councilmember Hytopoulos' proposed edits to the Code of Conduct and Ethics Program and correct cross references, formatting, and other similar scrivener or clerical errors. In addition, Council discussion on June 30, 2020, indicated a desire to amend Article VII of the Code of Conduct and Ethics Program to remove the sunset provision and instead provide for an annual review of the Program by the City Council.

Attached is Resolution No. 2020-13, which would adopt Councilmember Hytopoulos' proposed edits to the Code of Conduct and Ethics Program and amend Article VII of the Program to remove the sunset provision and instead provide for an annual review of the Program by the City Council. For reference, also attached is a redlined version of Councilmember Hytopoulos' proposed edits.

ATTACHMENTS:

Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program

Redline - Councilmember Hytopoulos' Proposed Revisions to the Code of Conduct and Ethics Program - From 6-30-20 Council Meeting

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-13

A RESOLUTION of the City Council of Bainbridge Island, Washington, amending the ethics program for the City of Bainbridge Island in accordance with Chapter 2.07 BIMC.

WHEREAS, Chapter 2.07 BIMC provides that the City Council shall establish, by resolution or ordinance, an ethics program for the City of Bainbridge Island; and

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

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

WHEREAS, the City Council now desires to further update the City's ethics program.

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

Section 1. Repeal and Replacement of Ethics Program. The Code of Conduct and Ethics Program adopted by Resolution No. 2019-26 is hereby repealed in its entirety and replaced as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Corrections. The City Clerk, following review by the City Attorney's Office, is authorized to make corrections to **Exhibit A** that are necessary to correct errors in cross references, the numbering of sections or subsections, and other scrivener or clerical errors.

Section 3. Effective Date. This resolution shall take effect immediately.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: July 24, 2020
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2020-13

Exhibit A: Code of Conduct and Ethics Program

EXHIBIT A

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

Resolution No. 2020-13

Effective Date: July 28, 2020

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CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

Introduction

All those associated with City government, including Councilmembers and members of City Committees and Commissions, seek to earn and maintain the public's confidence in the City's services and the public's trust in its government. To this end, the decisions and work of those associated with City government must meet the highest ethical standards. It is therefore the purpose of this program to:

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;

2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;

3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;

4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;

5. Provide processes to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and

6. Maintain an Ethics Board to assist with the administration of the program.

This Code of Conduct and Ethics Program is intended to supplement state and federal law. As such, Councilmembers and members of City Committees and Commissions shall comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; and Chapter 42.17A RCW.

ARTICLE I -
CODE OF CONDUCT

A. Preamble

The City of Bainbridge Island has adopted this Code of Conduct, which consists of the Core Values and Ethical Principles detailed below, to promote and maintain the highest standards of personal and professional conduct among City Councilmembers and members of City Committees and Commissions. The optimal operation of democratic government requires that the City's government be fair and accountable to the people it serves. This Code of Conduct articulated in Article I applies to Councilmembers and members of City Committees and Commissions.

B. Core Values

1. Service, Helpfulness, Innovation

We are committed to providing service to the people of Bainbridge Island and to each other that is courteous, cost effective, and continuously improving.

2. Integrity

We treat one another with honesty and integrity, recognizing that trust is hard won and easily lost. We pledge to promote balanced, consistent, and lawful policies and directives, in keeping with that integrity and the highest standards of this community.

3. Equality, Fairness, Mutual Respect

We pledge to act with the standard of fairness and impartiality in the application of policies and directives and that of equality and mutual respect with regard to interpersonal conduct.

4. Responsibility, Stewardship, Recognition

We accept our responsibility for the stewardship of public resources, and our accountability for the results of our efforts, and we pledge to give recognition for exemplary work.

C. Ethical Principles

1. Obligations to the Public

Following the highest standards of public service, Councilmembers and members of City Committees and Commissions act to promote the public good and preserve the public's trust. In practice, this principle looks like transparency and honesty in all public statements and written communications.

2. Obligations to Others

In order to sustain a culture of ethical integrity, Councilmembers and members of City Committees and Commissions treat each other and the public with respect and are guided by applicable codes of ethics. In practice, this principle looks like:

a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.

b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

In recognition of the importance of stewardship, Councilmembers and members of City Committees and Commissions use and allocate public monies, property, and other resources in a responsible manner that takes into consideration both present and future needs of the community. In practice, this principle looks like:

a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.

b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

ARTICLE II -
CODE OF ETHICS

Except where specifically stated, the rules articulated in Article II apply to Councilmembers and individuals serving on City Committees and Commissions.

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

Except as permitted under Subsections A.2 and A.3 below, no Councilmember or member of a City Committee or Commission, or any member of their immediate families, shall, directly or indirectly, accept any gift (as defined below) for a matter connected with or related to their services or duties with the City of Bainbridge Island or accept any non-City compensation for the performance or non-performance of those services or duties.

2. Exceptions to Gift Limitations

The following are exceptions to the limitation on gifts that may be accepted by those individuals subject to Subsection A.1 above:

a. Unsolicited items of trivial value. “Items of trivial value” means items or services with a value of fifty dollars ($50.00) or less, such as promotional t-shirts, pens, calendars, books, or other similar items.

b. Gifts from other City officers, officials, or employees, or their family members on appropriate occasions.

c. Gifts appropriate to the occasion and reasonable and customary in light of a familial, social, or official relationship of the giver and recipient, such as weddings, funerals, illnesses, holidays, and ground-breaking ceremonies.

d. Campaign contributions as permitted and reported in accordance with law.

e. Awards that are publicly presented by a nonprofit organization in recognition for public service if the award is not extraordinary when viewed in light of the position held by the recipient.

f. Gifts offered while visiting other cities, counties, states, or countries or hosting visitors from other cities, counties, states, or countries, when it would be a breach of protocol to refuse the gift, provided that any such gifts received shall become property of the City.

g. Reasonable and necessary costs to attend a conference or meeting that is directly related to the official or ceremonial duties of the Councilmember or member of a City Committee or Commission, provided that any payment of substantial travel or lodging expenses by any person or entity regulated by the City or doing or seeking to do business with the City must be approved in advance by the Mayor or, if the Mayor is the recipient, by the Deputy Mayor or the Mayor Pro Tem.

3. Immediate Family Gift Exception

It shall not be a violation of Subsection A.1 above for a member of a Councilmember's or a member of a City Committee or Commission's immediate family to accept a gift which arises from an independent relationship, if the Councilmember or member of a City Committee or Commission does not significantly benefit from the gift, and it cannot reasonably be inferred that the gift was intended to influence the Councilmember or member of a City Committee or Commission in the performance of their duties.

B. Use of City Property by Councilmembers

1. Except for limited incidental personal use or emergency circumstances, no Councilmember shall request, permit, or use City vehicles, equipment, materials, or property for personal use, personal convenience, or profit.

2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

Except as required by law, a Councilmember, former Councilmember, or current or former member of a City Committee or Commission shall not disclose or use privileged, confidential, or propriety information obtained in executive session or otherwise in the course of their duties as a result of their position.

D. Conflict of Interest – General

1. Applications of Conflict of Interest

Except as permitted in Subsections D.2 or D.3 below, a Councilmember or member of a City Committee or Commission shall not take any direct official action on a matter if they, or a member of their immediate family:

a. Have any substantial direct or indirect contractual employment related to the matter;

b. Have other significant financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or

c. Are a party to a contract or the owner of an interest in real or personal property that would be significantly affected by that matter. Taking direct official action on, or regarding, legislation of general application does not "significantly affect" real or personal property within the meaning of this Subsection.

2. Conflict of Interest Exceptions for Councilmembers

Subsection D.1 above shall not apply when a Councilmember:

a. Is required to take or participate in an action based upon the rule of necessity;

b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;

c. Acquires an interest in bonds or other instruments of indebtedness issued by the City if acquired and held on the same terms available to the general public;

d. Officially participates in the development and adoption of the City's budget; or establishes the pay or benefit plan of City officers, officials, or employees;

e. Makes decisions on any legislation of general application unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or

f. Serves on the governing body of an organization or entity as part of their official duties as a Councilmember of the City.

3. Conflict of Interest Exceptions for Members of City Committees and Commissions

Subsection D.1 above shall not apply to a member of a City Committee or Commission:

a. Who takes direct official action, as a member of a City Committee or Commission to which that member was appointed based on that member's ownership or lease of certain real property or of that member's ownership of a business located in a certain area of the City, that results in a conflict of interest under Subsection D.1 above due solely to the fact of that member's ownership or lease of the certain real property or of that member's ownership of the business located in a certain area of the City providing the basis for that member's appointment to the City Committee or Commission; provided that the member fully discloses the basis for the conflict of interest under Subsection D.1 during each meeting of the City Committee or Commission in which the conflict of interest under Subsection D.1 occurs or may occur;

b. Who fully disclose the basis for the conflict of interest under Subsection D.1 above on the public record of the City Committee or Commission and the Committee or Commission votes to allow the member to participate in the discussion or the vote; or

c. Is required to take action or participate in an action based upon the rule of necessity.

4. Disclosure for Councilmembers

All Councilmembers are required to comply with the Washington State Public Disclosure Commission requirements for financial disclosure. In addition, all Councilmembers shall publicly disclose their financial interest in any matter that comes before them. All Councilmembers shall annually complete a conflict of interest statement to be submitted to the City Clerk by April 15th.

E. Conflict of Interest – After Leaving Elected City Office

1. For two (2) years after leaving elected City office, no former Councilmember shall obtain employment in which they will take direct or indirect advantage of matters on which they took direct official action during their service with the City. This includes contractual negotiations or solicitation of business unavailable to others.

2. For two (2) years after leaving elected City office, no former Councilmember shall engage in any action or litigation in which the City is involved, on behalf of any other person or entity, when the action or litigation involves an issue on which the person took direct official action while in elected City office.

F. Conflict of Interest – Members of City Committees or Commissions and Employment

While serving on a City Committee or Commission, and for two (2) years after leaving such position, no member of a City Committee or Commission shall obtain employment in which they will take direct or indirect advantage of matters which they, as a member of a City Committee or Commission, recommended to the City Council. This includes applying for positions or contracts with the City when the City Committee or Commission on which the member served recommended funding such position or contract.

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

Unless they obtain a waiver from the Ethics Board, no Councilmember shall appoint or hire a member of their immediate family for any type of employment with the City. This includes, but is not limited to, full time employment, part time employment, permanent employment, temporary employment, and contract employment.

2. Supervision of Family Members

No Councilmember shall supervise or be in a direct line of supervision over a member of their immediate family. If a Councilmember is placed in a direct line of supervision of a member of their immediate family, they shall have three (3) months to come into compliance or to obtain a waiver pursuant to Subsection G.3 below.

3. Waivers

Waivers from the requirements of Subsections G.1 and G.2 above may be sought from the Ethics Board to allow a member of the immediate family to be hired or to be in the direct line of supervision of a member of the immediate family. Procedures to consider such a waiver are set forth in Article III.

H. Conflict of Interest – Contractors

Every major contractor submitting bids to the City shall affirm that neither the contractor nor any agent of the contractor has made any prohibited gift to a Councilmember who is involved in direct official action on the bid or has a relationship to such Councilmember that would create a conflict of interest for that Councilmember under this Code of Conduct and Ethics Program.

I. Conflict of Interest - Individuals Serving on City Committees and Commissions

Individuals serving on City Committees and Commissions shall sign a conflict of interest statement upon appointment and reappointment.

J. Conduct of Public Meetings

1. Meetings involving Councilmembers or City Committees and Commissions should be conducted in a manner that maximizes transparency of relationships among individuals or groups that could affect decision-making.

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

K. Conflict of Interest – Individuals Serving on the Ethics Board

No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to the conduct of a Councilmember where that member of the Ethics Board is or was a member of a political action committee that supports, supported, opposes, or opposed the election or reelection of the Councilmember in question.

ARTICLE III -
SUBMISSION AND REVIEW OF CODE OF CONDUCT COMPLAINTS, CODE OF ETHICS COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY OPINIONS

A. Submission and Review of Code of Conduct Complaints

1. Any individual may submit to the City Clerk a complaint alleging violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection A.4 below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection A.4 below in place of the Ethics Board.

4. Upon receipt of a complaint, the Ethics Board shall make a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall forward the notice of dismissal to the complainant and respondent

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk, along with a recommendation as to the appropriateness of mediation for reconciliation or, alternatively, the issuance of an advisory opinion based on the facts and circumstances stated in the complaint. Complaints alleging conduct directed at the complainant individually shall be presumptively referred to mediation. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by not treating that resident with civility and respect related to a particular interpersonal transaction). Complaints alleging conduct not directed at the complainant shall be presumptively referred to the process set forth in A.6 below. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by using public resources in a manner that fails to meet the standard of accepting responsibility for the stewardship of public resources). The City Clerk shall forward the threshold determination and recommendation to the complainant and respondent and refer the complaint to the mediation process as described in Subsection A.5 below, back to the Ethics Board for an advisory opinion as described in Subsection A.6 below, or, for complaints concerning members of the Ethics Board, to the Hearing Examiner, who shall prepare an advisory opinion as described in Subsection A.6 below in place of the Ethics Board.

5. As soon as practicable following receipt of a threshold determination under Article III, Subsection A.4.c, that includes a recommendation for mediation, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

a. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

b. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation, the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Subsection A.6 below. For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Subsection A.6 below in place of the Ethics Board. If the parties engage in mediation, no further action shall occur under the ethics program.

6. Upon referral back to the Ethics Board of a complaint pursuant to Subsection A.4.c or A.5.b above, the Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

a. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

b. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

c. After reviewing the matter, the Ethics Board shall, following legal review, forward to the City Clerk an advisory opinion, with identifying information as to the complainant and individual(s) names in the complaint deleted, for publication. The City Clerk shall provide notice to both the complainant and respondent of the publication of the advisory opinion. Upon publication of the advisory opinion, the City Clerk shall provide to the complainant a copy of any response submitted by the respondent.

d. If, during the process of reviewing a complaint alleging a violation of the Code of Conduct (Article I), the Ethics Board determines that an additional violation of the Code of Conduct (Article I) may have occurred or a violation of the Code of Ethics (Article II) may have occurred, then the Ethics Board may choose to note that possibility in its advisory opinion. However, the Ethics Board shall not on its own initiative pursue an investigation of an additional violation of the Code of Conduct (Article I) or a violation of the Code of Ethics (Article II). Nothing in this Subsection, however, shall preclude the complainant from subsequently filing other Code of Conduct (Article I) or Code of Ethics (Article II) complaints.

e. The Ethics Board shall strive to complete its review and issue an advisory opinion within 45 business days from the date that the City Clerk forwarded the request to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its advisory opinion shall specify the reasons for why additional time was needed.

f. Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, members of City Committees and Commissions, and the public on what type of conduct is generally expected from Councilmembers and members of City Committees and Commissions.

B. Submission and Review of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:

a. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or

b. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. To facilitate timely review, each complaint may only allege violations of one of the two standards described in Subsection B.1 above. To the extent that an individual believes both standards were violated, the individual may submit multiple complaints (i.e., a complaint related to Subsection B.1.a and a separate complaint related to Subsection B.1.b).

4. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsections B.5–.9 below. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a member of the Ethics Board to the Hearing Examiner for review in accordance with Subsections B.10-.14 below.

5. Upon receipt of a complaint, the Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

6. The Ethics Board shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Ethics Board shall not engage in other fact-finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.

7. After reviewing the complaint and the response, if one was submitted, the Ethics Board shall, following legal review, take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. If the Ethics Board, after review of the complaint and any response, determines that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent. Nothing in this Subsection shall preclude the complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. If the Ethics Board, after review of the complaint and any response, determines that the complaint lacks reasonable credibility, then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

c. If the Ethics Board, after review of the complaint and any response, determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

d. If the Ethics Board, after review of the complaint and any response, determines that that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

e. If the Ethics Board learns at any time during its review of the complaint that the matter is the subject of litigation it shall hold the complaint for action at a future time.

f. If the Ethics Board, after review of the complaint and any response, determines that the facts asserted in the complaint appear credible and appear to constitute a violation of the Code of Ethics (Article II), then the Ethics Board shall, following legal review, issue such a determination, and forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk shall then forward the Board's determination and associated materials to the Hearing Examiner for review and possible further proceedings in accordance with Article IV.

8. The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.

9. The Ethics Board shall report apparent violations of law to the City Attorney.

10. Upon receipt of a complaint, the Hearing Examiner shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

11. The Hearing Examiner shall conduct a threshold review of any complaint forwarded to them by the City Clerk and any response submitted by the respondent. The Hearing Examiner shall not engage in other fact-finding during this preliminary review. However, in the course of reviewing a complaint, the Hearing Examiner may request clarification of the complaint by the complainant or of the response by the respondent.

12. After reviewing the complaint and the response, if one was submitted, the Hearing Examiner shall take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. Determine that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent. Nothing in this Subsection shall preclude the complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. Determine that the complaint lacks reasonable credibility, dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent.

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent.

d. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II), dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent.

e. Hold the complaint for action at a future time if the matter is the subject of litigation; or

f. Determine that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted.

13. The Hearing Examiner shall strive to complete their review within 45 business days from the date that the City Clerk forwarded the complaint to the Hearing Examiner. If review takes longer than 45 business days, the Hearing Examiner in their determination shall specify the reasons why additional time was needed.

14. If the Hearing Examiner determines that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted, the Hearing Examiner shall forward their determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then schedule further proceedings in accordance with Article IV.

C. Review of Complaints Concerning City Employees

1. The City Clerk shall refer complaints concerning City employees to the City Manager.

2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.

3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.

4. Upon making a determination that a violation of ethics rules has occurred, the City Manager or other appropriate City officer shall take action as guided by state law and relevant policies, procedures, and collective bargaining agreements.

5. In the event of a violation, the City Manager shall provide a response to the complainant outlining the substance of the violation and the action taken, subject to governing rules regarding confidentiality articulated in state law, City policy, and collective bargaining agreements.

6. Apparent violations of law shall be reported to the appropriate authorities, as applicable.

D. Requests for Advisory Opinions by City Councilmembers or Members of City Committees or Commissions

1. To the extent described below, the following individuals or bodies may submit to the City Clerk a request for an advisory opinion from the Ethics Board:

a. A Councilmember or member of a City Committee or Commission may request an advisory opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Conduct (Article I) or the Code of Ethics (Article II).

b. The City Council may request an advisory opinion from the Ethics Board regarding City policies or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).

c. City Committees and Commissions may request an advisory opinion from the Ethics Board regarding operating rules or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).

d. A Councilmember may request an advisory opinion from the Ethics Board concerning the applicability of the Code of Ethics (Article II) to hypothetical circumstances and/or situations related to the actions, or potential actions, of a Councilmember or a member of a City Committee or Commission.

2. Requests for advisory opinions must be submitted to the City Clerk on a form supplied by the Ethics Board. The Ethics Board shall, following legal review, submit finalized advisory opinions to the City Clerk for publication.

3. Advisory opinions issued in response to requests made under Subsection 1.a or 1.d above shall not include identifying information as to the requestor or the individual(s) whose conduct is the subject of the opinion unless otherwise agreed in writing by both the requestor and subject individual(s).

4. The grant of authority in this Section D is supplemental to, and does not change, the authority granted to the Ethics Board in Section A above.

E. Waivers

Councilmembers may request a waiver from the Ethics Board of the conflict of interest restrictions related to the hiring of and supervision over family members, as provided by Article II, Section G. Such requests shall be submitted in writing to the City Clerk, who shall refer them to the Ethics Board. Once finalized, the Board shall, following legal review, provide its response to the City Clerk, who shall publish both the request and the Board's response.

F. Effect of Advisory Opinion or Waiver

An individual who receives a waiver, or who acts in reliance on an advisory opinion, shall not later be found to have violated the Code of Conduct (Article I) or the Code of Ethics (Article II) if the individual acts in a manner consistent with that advisory opinion or waiver.

ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS

A. Hearing Examiner Review of Article II Complaints

1. The City Clerk shall provide written notification to the complainant and the respondent of the time, date, and place of the hearing before the Hearing Examiner at which the complaint concerning alleged violations of the Code of Ethics (Article II) will be reviewed.

2. Hearings conducted by the Hearing Examiner shall be informal and held in accordance with rules of procedure adopted by the Hearing Examiner, except to the extent that such rules conflict with the terms of this Ethics Program. The respondent may be represented by legal counsel. The City Attorney shall designate special counsel to present the Code of Ethics violations charges and case. The respondent and special counsel may present and cross examine witnesses and give evidence before the Hearing Examiner. The Hearing Examiner may also call witnesses and compel the production of books, records, papers, or other evidence needed. To that end, the Hearing Examiner may issue subpoenas and subpoenas duces tecum at the request of the respondent, special counsel, or their own initiative. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence.

3. The Hearing Examiner or designee shall prepare an official record of the hearing, including all testimony, which shall be recorded by electronic device, and exhibits; provided that the Hearing Examiner or designee shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

4. Within 20 business days after the conclusion of the hearing, the Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation(s) are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics (Article II) violations. In either event, a copy of the findings and conclusions shall be forwarded to the City Clerk, for distribution to the City Council, and, by registered mail, to the person who made the complaint and to the respondent at addresses as given by such persons to the Hearing Examiner.

B. Action by City Council upon Hearing Examiner's Findings and Conclusion

1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.

2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.

b. Reprimand: A reprimand shall be a letter prepared by the City Council, signed by the Mayor, Deputy Mayor, or Mayor Pro Tem, and directed to the Councilmember or member of a City Committee or Commission who has violated the Code.

c. Censure: A censure shall be a written statement administered personally by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code violation. The Councilmember or member of a City Committee or Commission shall appear at a time and place directed by the City Council to receive the censure. The censure shall be given publicly and the official who has violated the Code shall not make any statement in support or opposition thereto or in mitigation. A censure shall be deemed administered at the time it is scheduled whether or not the Councilmember or member of a City Committee or Commission appears as required.

d. Other sanctions: Any sanction imposed under this Ethics Program is in addition to and not in lieu of any other penalty, sanction, or remedy which may be imposed or sought according to law or equity.

3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

ARTICLE V -
ETHICS BOARD

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

The Ethics Board consists of seven members appointed in accordance with this Section A.

2. Qualifications of Board Members

a. Members of the Board shall represent a diverse set of backgrounds and interests.

b. At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.

c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not, while serving on the Ethics Board, also simultaneously be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers.

b. The Mayor and City Council shall work cooperatively to ensure that any person who is nominated has the required support of the City Council. Nominations shall be presented at meetings of the City Council in which all seven Councilmembers are present, unless exceptional circumstances exist (e.g., a Council vacancy exists and has not yet been filled, or other good cause).

4. Terms of Appointment

a. Board members shall be appointed to terms of three years; however, the first two members nominated by the Mayor and confirmed by the City Council shall initially serve one-year terms to achieve staggered ending dates.

b. If a member is appointed to fill an unexpired term, that member's term shall end at the same time as the term of the person being replaced.

c. Each member shall continue to serve until a successor has been appointed, unless the member is removed or resigns.

5. Removal of Board Members

a. The absence of any member of the Board from three (3) consecutive meetings, unless the Board has excused the absence for good and sufficient reasons as determined by the Board, shall constitute a resignation from the Board.

b. The City Council may remove a member for inappropriate conduct before the expiration of the member's term. Before removing a member, the City Council shall specify the cause for removal and shall give the member the opportunity to make a personal explanation.

6. Compensation

Members of the Ethics Board shall serve without compensation. Members may be reimbursed for reasonable expenses pursuant to the rules of the City and as approved by the City Manager or their designee.

7. Rules

The Ethics Board may, by majority vote, adopt reasonable operating rules consistent with this Ethics Program. The City Council reserves the right to modify such operating rules at its discretion.

8. Consultation with City Attorney

The Ethics Board shall consult with the City Attorney’s Office or special counsel appointed by the City Attorney’s Office regarding legal issues which may arise in connection with the Board’s duties and functions under this Ethics Program.

9. Liaison to the Ethics Board.

A representative of the City Attorney’s Office shall attend Ethics Board meetings and serve as the liaison to the Ethics Board. No Councilmember shall serve as a liaison to the Ethics Board.

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

1. At least every two years, the Ethics Board shall prepare and distribute a pamphlet describing the Code of Conduct (Article I) and Code of Ethics (Article II) to all Councilmembers and members of City Committees and Commissions, after review of the pamphlet by the City Attorney's Office. The Ethics Board shall ensure that all new Councilmembers and members of City Committees and Commissions receive a pamphlet on this Code of Ethics.

2. The Ethics Board shall develop and present a training course on the Code of Conduct and the Code of Ethics to be presented annually to all Councilmembers and members of City Committees and Commissions.

C. Training Provided to the Ethics Board

The Ethics Board shall include all requests for training for the coming year in the Board's annual report to the City Council, and the Council will determine what training to approve, if any.

D. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the City Council summarizing its activities during the previous calendar year and work plan for the following year. The report shall include any recommendations for modifying the Code of Conduct and Ethics Program as well as all training requested by the Ethics Board.

ARTICLE VI -
DEFINITIONS

For purposes of the Ethics Program, the following definitions shall apply.

"City Committees and Commissions" and "City Committee or Commission" mean all advisory boards, commissions, committees, and task forces created or appointed by the City Council.

"Confidential Information" means (a) specific information, rather than generalized knowledge, that is not available to the general public on request; or (b) information made confidential by law.

"Direct official action" means any of the following:

1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.

2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.

3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.

4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.

Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

"Direct line of supervision" means the supervisor of an employee and the supervisor of an employee's supervisor.

“Fact-finding” means any action to gather facts or other evidence not submitted by a complainant in a complaint or a clarification to a complaint or by a respondent in a response or a clarification to a response. However, “fact-finding” does not include review by the Ethics Board of official video or audio recordings of meetings of the City Council or of City Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

“Gift” means any favor, reward, or gratuity and any money, good, service, travel, event ticket, lodging, dispensation, or other thing of value that is given, sold, rented, or loaned to a person without reasonable compensation and that is not available to the general public on the same terms and conditions. Any honoraria or payment for participation in an event will be considered a gift.

“Immediate family” means husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchildren, brother, sister, domestic partner, or spouse of the above. The term includes any minor children for whom the person, or their domestic partner, provides day-to-day care and financial support. A "domestic partner" is an unmarried adult, unrelated by blood, with whom an unmarried officer, official, or employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

“Legislation of General Application” means any legislative act, including regulations, policies, ordinances, resolutions, and motions, of general application, as opposed to legislative acts that affect only a particular person or individual or a small group of similarly situated persons or individuals.

“Major Contractor” means any person, corporation, company, firm, business, or other entity doing business over $5,000 with the City under one contract or annually.

“Political Action Committee” means a legal entity, other than a natural person, that raises, spends, receives, or contributes money to support or oppose the election of one or more candidates for elected office at the local, state, or federal levels.

“Question of Fact” means a factual dispute between the complainant and the respondent concerning an issue that is material to a determination as to whether a violation of the Code of Conduct (Article I) exists.

“Reconciliation” means mediation between a complainant and a respondent facilitated by a trained mediator.

“Rule of Necessity” shall be interpreted and defined in accordance with RCW 42.36.090, which provides: In the event of a challenge to a member or members of a decision-making body which would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law, any such challenged member(s) shall be permitted to fully participate in the proceeding and vote as though the challenge had not occurred, if the member or members publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

ARTICLE VII -
CITY COUNCIL REVIEW OF CODE OF CONDUCT AND ETHICS PROGRAM

The City Council shall, at a minimum, review this Code of Conduct and Ethics Program annually following receipt of the annual report of the Ethics Board.

RESOLUTION NO. 2019-26

A RESOLUTION of the City Council of Bainbridge Island, Washington, amending the ethics program for the City of Bainbridge Island in accordance with Chapter 2.07 BIMC.

WHEREAS, Chapter 2.07 BIMC provides that the City Council shall establish, by resolution or ordinance, an ethics program for the City of Bainbridge Island; and

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

WHEREAS, the City Council has previously amended the ethics program through the passage of Resolution Nos. 2011-07, 2011-13, 2012-11, and 2018-10; and

WHEREAS, in 2019, the City Council thoroughly considered the City's ethics program, including discussions held during the May 28, July 2, July 23, August 6, August 20, September 17, October 22, and November 26, 2019 Council meetings; and

WHEREAS, the Ethics Board has reviewed and provided input to the City Council on proposed changes to the City's ethics program; and

WHEREAS, the City Council desires to update the City's ethics program and to provide a delayed effective date for the revised ethics program to give City staff and the Ethics Board time to update operating rules, forms, and training materials, as needed, to conform with and implement the revised ethics program.

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

Section 1. Repeal and Replacement of Ethics Program. The ethics program adopted by Resolution No. 2018-10 is hereby repealed in its entirety and replaced as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Direction to Ethics Board. The Ethics Board shall not, without Council approval, consider any complaint, request for advisory opinion, or request for waiver until Section 1 of this resolution takes effect. The Ethics Board is directed to revise its operating rules, forms, and training materials, as needed, to conform with the Code of Conduct and Ethics Program included as **Exhibit A** to this resolution.

Section 3. Effective Date. Section 1 of this resolution shall take effect and be in force on February 1, 2020. Section 2 of this resolution shall take effect and be in force immediately upon passage.

Commented [KH1]: We'll need a new resolution, of course. I am not attempting to revise the original resolution at this time, just the document governing the program.

~~PASSED by the City Council this 26th day of November, 2019.~~

~~APPROVED by the Mayor this 26th day of November, 2019.~~

~~/s/~~
~~Kol Medina, Mayor~~

~~ATTEST/AUTHENTICATE:~~

~~/s/~~
~~Christine Brown, CMC, City Clerk~~

~~FILED WITH THE CITY CLERK: November 22, 2019~~
~~PASSED BY THE CITY COUNCIL:~~
~~RESOLUTION NO. 2019-26~~

~~**Exhibit A:** Code of Conduct and Ethics Program~~

~~**Exhibit A**~~
~~**Code of Conduct and Ethics Program**~~

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

Resolution No. ~~2019-26~~2020-xx

Effective Date: ~~February 1, 2020~~_____

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Commented [KH2]: Parts of the Table of Contents will need to be revised. I have not done that at this time, pending Council's decisions regarding the proposed changes.

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

All those associated with City government, including Councilmembers and members of City Committees and Commissions, seek to earn and maintain the public's confidence in the City's services and the public's trust in its government. To this end, the decisions and work of those associated with City government must meet the highest ethical standards. It is therefore the purpose of this program to:

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;

2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;

3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;

4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;

5. Provide ~~a~~ processes to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and

6. Maintain an Ethics Board to assist with the administration of the program.

This Code of Conduct and Ethics Program is intended to supplement state and federal law. As such, Councilmembers and members of City Committees and Commissions shall comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; and Chapter 42.17A RCW.

Commented [KH3]: I am proposing that we fully separate the two different processes – for conduct and ethics – in this document.

ARTICLE I -
CODE OF CONDUCT

A. Preamble

The City of Bainbridge Island has adopted this Code of Conduct, which consists of the Core Values and Ethicals Principles detailed below, to promote and maintain the highest standards of personal and professional conduct among City Councilmembers and members of City Committees and Commissions. The optimal operation of democratic government requires that the City's government be fair and accountable to the people it serves. This Code of Conduct articulated in Article I applies to Councilmembers and members of City Committees and Commissions.

Commented [KH4]: Not only do I believe that "ethical principles" is grammatically better, I think it is more accurate here than "ethics" principles and more clearly distinguishes the code of conduct from the code of ethics.

B. Core Values

1. Service, Helpfulness, Innovation

We are committed to providing service to the people of Bainbridge Island and to each other that is courteous, cost effective, and continuously improving.

2. Integrity

We treat one another with honesty and integrity, recognizing that trust is hard won and easily lost. We pledge to promote balanced, consistent, and lawful policies and directives, in keeping with that integrity and the highest standards of this community.

3. Equality, Fairness, Mutual Respect

We pledge to act with the standard of fairness and impartiality in the application of policies and directives and that of equality and mutual respect with regard to interpersonal conduct.

4. Responsibility, Stewardship, Recognition

We accept our responsibility for the stewardship of public resources, and our accountability for the results of our efforts, and we pledge to give recognition for exemplary work.

C. Ethicals Principles

Commented [KH5]: See comment above

1. Obligations to the Public

Following the highest standards of public service, Councilmembers and members of City Committees and Commissions act to promote the public good and preserve the public's trust. In practice, this principle looks like transparency and honesty in all public statements and written communications.

2. Obligations to Others

In order to sustain a culture of ethical integrity, Councilmembers and members of City Committees and Commissions treat each other and the public with respect and are guided by applicable codes of ethics. In practice, this principle looks like:

a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.

b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

In recognition of the importance of stewardship, Councilmembers and members of City Committees and Commissions use and allocate public monies, property, and other resources in a responsible manner that takes into consideration both present and future needs of the community. In practice, this principle looks like:

a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.

b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

ARTICLE II -
CODE OF ETHICS

Except where specifically stated, the rules articulated in Article II apply to Councilmembers and individuals serving on City Committees and Commissions.

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

Except as permitted under Subsections (2) and (3) below, no Councilmember or member of a City Committee or Commission, or any member of their immediate families, shall, directly or indirectly, accept any gift (as defined below) for a matter connected with or related to their services or duties with the City of Bainbridge Island or accept any non-City compensation for the performance or non-performance of those services or duties.

2. Exceptions to Gift Limitations

The following are exceptions to the limitation on gifts and may be accepted by those subject to Subsection (1) above:

a. Unsolicited items of trivial value. "Items of trivial value" means items or services with a value of fifty dollars ($50.00) or less, such as promotional t-shirts, pens, calendars, books, or other similar items.

b. Gifts from other City officers, officials, or employees, or their family members on appropriate occasions.

c. Gifts appropriate to the occasion and reasonable and customary in light of a familial, social, or official relationship of the giver and recipient, such as weddings, funerals, illnesses, holidays, and ground-breaking ceremonies.

d. Campaign contributions as permitted and reported in accordance with law.

e. Awards that are publicly presented by a nonprofit organization in recognition for public service if the award is not extraordinary when viewed in light of the position held by the recipient.

f. Gifts offered while visiting other cities, counties, states, or countries or hosting visitors from other cities, counties, states, or countries, when it would be a breach of protocol to refuse the gift, provided that any such gifts received shall become property of the City.

g. Reasonable and necessary costs to attend a conference or meeting that is directly related to the official or ceremonial duties of the Councilmember or member of a City Committee or Commission, provided that any payment of substantial travel or lodging expenses by any person or entity regulated by the City or doing or seeking to do business with the City must be approved in advance by the Mayor or, if the Mayor is the recipient, by the Deputy Mayor or the Mayor Pro Tem.

3. Immediate Family Gift Exception

It shall not be a violation of this section for a member of a Councilmember's or a member of a City Committee or Commission's immediate family to accept a gift which arises from an independent relationship, if the Councilmember or member of a City Committee or Commission does not significantly benefit from the gift, and it cannot reasonably be inferred that the gift was intended to influence the Councilmember or member of a City Committee or Commission in the performance of their duties.

B. Use of City Property by Councilmembers

1. Except for limited incidental personal use or emergency circumstances, no Councilmember shall request, permit, or use City vehicles, equipment, materials, or property for personal use, personal convenience, or profit.

2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

Except as required by law, a Councilmember, former Councilmember, or current or former member of a City Committee or Commission shall not disclose or use privileged, confidential, or propriety information obtained in executive session or otherwise in the course of their duties as a result of their position.

D. Conflict of Interest – General

1. Applications of Conflict of Interest

Except as permitted in Subsections (2) or (3) below, a Councilmember or member of a City Committee or Commission shall not take any direct official action on a matter if they, or a member of their immediate family:

a. Has any substantial direct or indirect contractual employment related to the matter;

b. Has other significant financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or

c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by that matter. Taking direct official action on, or regarding, legislation of general application does not "significantly affect" real or personal property within the meaning of this Subsection.

2. Conflict of Interest Exceptions for Councilmembers

Subsection (1) above shall not apply when a Councilmember:

a. Is required to take or participate in an action based upon the rule of necessity;

b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;

c. Acquires an interest in bonds or other instruments of indebtedness issued by the City if acquired and held on the same terms available to the general public;

d. Officially participates in the development and adoption of the City's budget; or establishes the pay or benefit plan of City officers, officials, or employees;

e. Makes decisions on any legislation of general application unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or

f. Serves on the governing body of an organization or entity as part of their official duties as a Councilmember of the City.

3. Conflict of Interest Exceptions for Members of City Committees and Commissions

Subsection (1) above shall not apply to a member of a City Committee or Commission:

a. Who takes direct official action, as a member of a City Committee or Commission to which that member was appointed based on that member's ownership or lease of certain real property or of that member's ownership of a business located in a certain area of the City, that results in a conflict of interest under Subsection (1) above due solely to the fact of that member's ownership or lease of the certain real property or of that member's ownership of the business located in a certain area of the City providing the basis for that member's appointment to the City Committee or Commission; provided that the member fully discloses the basis for the conflict of interest under Subsection (1) during each meeting of the City Committee or Commission in which the conflict of interest under Subsection (1) occurs or may occur;

b. Who fully disclose the basis for the conflict of interest under Subsection (1) above on the public record of the City Committee or Commission and the Committee or Commission votes to allow the member to participate in the discussion or the vote; or

c. Is required to take action or participate in an action based upon the rule of necessity.

4. Disclosure for Councilmembers

All Councilmembers are required to comply with the Washington State Public Disclosure Commission requirements for financial disclosure. In addition, all Councilmembers shall publicly disclose their financial interest in any matter that comes before them. All Councilmembers shall annually complete a conflict of interest statement to be submitted to the City Clerk by April 15th.

E. Conflict of Interest – After Leaving Elected City Office

1. For two (2) years after leaving elected City office, no former Councilmember shall obtain employment in which they will take direct or indirect advantage of matters on which they took direct official action during their service with the City. This includes contractual negotiations or solicitation of business unavailable to others.

2. For two (2) years after leaving elected City office, no former Councilmember shall engage in any action or litigation in which the City is involved, on behalf of any other person or entity, when the action or litigation involves an issue on which the person took direct official action while in elected City office.

F. Conflict of Interest – Members of City Committees or Commissions and Employment

While serving on a City Committee or Commission, and for two (2) years after leaving such position, no member of a City Committee or Commission shall obtain employment in which they will take direct or indirect advantage of matters which they, as a member of a City Committee or Commission, recommended to the City Council. This includes applying for positions or contracts with the City when the City Committee or Commission on which the member served recommended funding such position or contract.

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

Unless they obtain a waiver from the Ethics Board, no Councilmember shall appoint or hire a member of their immediate family for any type of employment with the City. This includes, but is not limited to, full time employment, part time employment, permanent employment, temporary employment, and contract employment.

2. Supervision of Family Members

No Councilmember shall supervise or be in a direct line of supervision over a member of their immediate family. If a Councilmember is placed in a direct line of supervision of a member of their immediate family, they shall have three (3) months to come into compliance or to obtain a waiver pursuant to Subsection (3) below.

3. Waivers

Waivers from this section may be sought from the Ethics Board to allow a member of the immediate family to be hired or to be in the direct line of supervision of a member of the immediate family. Procedures to consider such a waiver are set forth in Article III.

H. Conflict of Interest – Contractors

Every major contractor submitting bids to the City shall affirm that neither the contractor nor any agent of the contractor has made any prohibited gift to a Councilmember who is involved in direct official action on the bid or has a relationship to such Councilmember that would create a conflict of interest for that Councilmember under this Code of Conduct and Ethics Program.

I. Conflict of Interest - Individuals Serving on City Committees and Commissions

Individuals serving on City Committees and Commissions shall sign a conflict of interest statement upon appointment and reappointment.

J. Conduct of Public Meetings

1. Meetings involving Councilmembers or City Committees and Commissions should be conducted in a manner that maximizes transparency of relationships among individuals or groups that could affect decision-making.

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

K. Conflict of Interest – Individuals Serving on the Ethics Board

No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to the conduct of a Councilmember where that member of the Ethics Board is or was a member of a political action committee that supports, supported, opposes, or opposed the election or reelection of the Councilmember in question.

ARTICLE III -
SUBMISSION AND REVIEW OF CODE OF CONDUCT COMPLAINTS AND CODE OF ETHICS COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY OPINIONS

A. Submission and Review of ~~Ethics~~ Code of Conduct Complaints

1. Any individual may submit to the City Clerk a ~~n ethics~~ complaint alleging violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission.

~~b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or~~

~~c. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.~~

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection A.4. -6. below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection B.11.a.–f. below in place of the Ethics Board.

4. Upon receipt of a complaint, the Ethics Board shall make a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review~~,~~ a ~~written~~ notice of ~~threshold determination~~dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. ~~Reconciliation shall not occur regarding a complaint dismissed under this Subsection.~~ The City Clerk shall ~~provide~~forward the ~~threshold determination~~ notice of dismissal to the complainant and respondent ~~and publish it along with the complaint.~~

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a ~~written threshold determination~~ a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. ~~Reconciliation shall not occur regarding a complaint dismissed under this Subsection.~~ The City Clerk shall provide the

Commented [KH6]: By separating out into two subsections the submission of code of conduct complaints and code of ethics complaints we are more clearly distinguishing them

Commented [KH7]: A code of conduct complaint is NOT an ethics complaint

Commented [KH8]: Note that all of the text in green is not new, just relocated

Commented [KH9]: I am suggesting the creation of a dismissal form by the Ethics Board for sections A.4.a and b with language approved by the City Attorney

Commented [RS10]: Under the current Code of Conduct and Ethics Program, dismissals of Article I complaints are published online. Under the proposed revisions, such dismissals will not be published online.

Commented [KH11]: If there is going to be a dismissal, why would we publish a "threshold determination" rather than a dismissal with a procedural basis for the dismissal? Surely the harm to the acuused person will exceed any educational value of publication of the alleged facts

~~threshold determination~~notice of dismissal to the complainant and respondent ~~and publish it along with the complaint.~~

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk, along with a recommendation as to the appropriateness of mediation for reconciliation or, alternatively, the issuance of an advisory opinion based on the facts and circumstances stated in the complaint. Complaints alleging conduct directed at the complainant individually shall be presumptively referred to mediation. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by not treating that resident with civility and respect related to a particular interpersonal transaction.) Complaints alleging conduct not directed at the complainant shall be presumptively referred to the process set forth in A.6 below. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by using public resources in a manner that fails to meet the standard of accepting responsibility for the stewardship of public resources).The City Clerk shall ~~provide~~forward the threshold determination and recommendation to the complainant and respondent and refer the complaint to either the mediation process as described in section A.5 below, or back to the Ethics Board for an advisory opinion as described in A.6 below~~a trained mediator for reconciliation as described below.~~

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5. As soon as practicable following receipt of a threshold determination under Article III, Subsection (A~~B~~)(4~~2~~)(c), that includes a recommendation for mediation, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

a. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

b. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation, the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections A.6.a-g below. For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Article III Subsections B.11.a–f, in place of the Ethics Board. If the parties engage in mediation, no further action shall occur under the ethics program.

Commented [RS12]: Under the current Code of Conduct and Ethics Program, dismissals of Article I complaints are published online. Under the proposed revisions, such dismissals will not be published online.

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Commented [KH13]: This may need follow up training for ethics board. Generally, mediation is very appropriate for a complaint about alleged harm to an individual, but not for a complaint about conduct alleged to harm the public generally. (there are exceptions but not sure they could be addressed through this program without a lot more work)

6. Upon referral back to the Ethics Board of a complaint pursuant to Section A.4.c or A.5.b above, t~~T~~he Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

a. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

b. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

c. After reviewing the matter, the Ethics Board shall, following legal review, ~~issue~~forward to the City Clerk an advisory opinion, with identifying information as to the complainant and individual(s) names in the complaint deleted, ~~, which shall forwarded to the City Clerk~~ for publication~~, along with the complaint and response, if submitted~~. The City Clerk shall provide notice to both the complainant and respondent of the ~~issuance~~ publication of the advisory opinion. Upon publication of the advisory opinion, the City Clerk shall provide to the complainant a copy of any response submitted by the respondent.

d. If, during the process of reviewing a complaint alleging a violation of the Code of Conduct (Article I), the Ethics Board determines that an additional violation of the Code of Conduct (Article I) may have occurred or a violation of the Code of Ethics (Article II) may have occurred, then the Ethics Board may choose to note that possibility in its advisory opinion. However, the Ethics Board shall not on its own initiative pursue an investigation of an additional violation of the Code of Conduct (Article I) or a violation of the Code of Ethics (Article II). Nothing in this subsection, however, shall preclude the complainant from subsequently filing other Code of Conduct (Article I) or Code of Ethics (Article II) complaints.
~~without the approval of the City Council. "Additional violation of the Code of Conduct (Article I)" means a violation of the Code of Conduct (Article I) that was not included in the complaint being reviewed.~~

e. The Ethics Board shall strive to complete its review and issue an advisory opinion within 45 business days from the date that the City Clerk forwarded the request to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its advisory opinion shall specify the reasons for why additional time was needed.

f. Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, members of City

Commented [RS14]: Under the current Code of Conduct and Ethics Program, both the Article I complaint and response are published online along with the advisory opinion. Under the proposed revisions, only the advisory opinion would be published online.

Commented [KH15]: If advisory opinions on code of conduct complaints are intended to be "educational only" (see section f below) , it should not be necessary that they include the names of the parties involved. I am suggesting that it would be more appropriate to publish only the opinion (w/o the complaint and response) and with identifying information regarding the parties. I believe that this would (1) encourage those with legitimate concerns to come forward without concern for their names being published on the website and (2) be less likely to discourage people from running for office or applying for a committee position out of fear of malicious complaints or an overzealous ethics board. Note that for the first three years of the program, opinions were anonymous, so this is not a new idea.

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Committees and Commissions, and the public on what type of conduct is generally expected from Councilmembers and members of City Committees and Commissions.

~~3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.~~

B. Submission and Review of ~~Review of Article I~~Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:

a. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or

b. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

~~3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.~~

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43. To facilitate timely review under this Subsection, each complaint may only allege violations of one of the two~~three~~ standards described~~listed~~ in Subsection B.1.~~(A)(1)~~ above. To the extent that an individual believes both~~multiple~~ standards were violated, the individual may submit multiple complaints (i.e., a complaint related to B.1.a. and a separate complaint related to B.1.b.).~~.~~

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~~51. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection (2) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection (2) below in place of the Ethics Board.~~4

~~2. Upon receipt of a complaint, the Ethics Board shall make a threshold determination as to~~

whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk. The City Clerk shall provide the threshold determination to the complainant and respondent and refer the complaint to a trained mediator for reconciliation as described below.

3. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(2)(c), the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

4. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

5. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation, the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections (B)(5)(a)–(g). For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Article II, Subsections (B)(5)(a)–(g), in place of the Ethics Board.

a. The Chair of the Ethics Board shall provide the respondent with a reasonable period of

~~time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.~~

~~b. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.~~

~~c. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.~~

~~d. After reviewing the matter, the Ethics Board shall, following legal review, issue an advisory opinion, which shall be forwarded to the City Clerk for publication along with the complaint and response, if submitted. The City Clerk shall provide notice to both the complainant and respondent of the issuance of the advisory opinion.~~

~~e. If, during the process of reviewing a complaint alleging a violation of the Code of Conduct (Article I), the Ethics Board determines that an additional violation of the Code of Conduct (Article I) may have occurred or a violation of the Code of Ethics (Article II) may have occurred, then the Ethics Board may choose to note that possibility in its advisory opinion. However, the Ethics Board shall not on its own initiative pursue an investigation of an additional violation of the Code of Conduct (Article I) or a violation of the Code of Ethics (Article II) without the approval of the City Council. "Additional violation of the Code of Conduct (Article I)" means a violation of the Code of Conduct (Article I) that was not included in the complaint being reviewed.~~

~~f. The Ethics Board shall strive to complete its review and issue an advisory opinion within 45 business days from the date that the City Clerk forwarded the request to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its advisory opinion shall specify the reasons for why additional time was needed.~~

~~g. Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, members of City Committees and Commissions, and the public on what type of conduct is generally expected from Councilmembers and members of City Committees and Commissions.~~

~~C. Review of Article II Complaints~~

~~3~~. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsections (5)-(9) below. The City Clerk shall refer complaints

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alleging one or more violations of the Code of Ethics (Article II) by a member of the Ethics Board to the Hearing Examiner for review in accordance with Subsections (10)-(14) below.

~~6.~~5Upon receipt of a complaint, the Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

~~7~~65. The Ethics Board shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Ethics Board shall not engage in other fact-finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.

~~8~~76. After reviewing the complaint and the response, if one was submitted, the Ethics Board shall, following legal review, take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. ~~Refer the complaint back to the City Clerk if~~ If the Ethics Board, after review of the complaint and any response, determines that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent. Nothing in this subsection shall preclude the complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. If the Ethics Board, after review of the complaint and any response, determines that the complaint lacks reasonable credibility, then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

c. If the Ethics Board, after review of the complaint and any response, determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

d. ~~Determine~~ If the Ethics Board, after review of the complaint and any response, determines that that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

Commented [KH16]: There was no clarity here as to what happened to complaints that were not found to merit review by the HEX other than the Clerk and parties being advised of the board's determination. I am suggesting that there are two options: (1). The Board dismisses, as it would for Code of Conduct cases that it does not believe state a claim or are credible or have been resolved etc., or (2) the Board refers the matter to the HEX for further review.

e. If the Ethics Board learns at any time during its review of the complaint that ~~Hold the complaint for action at a future time if~~ the matter is the subject of litigation it shall hold the complaint for action at a future time. ~~; or~~

f. If the Ethics Board, after review of the complaint and any response, determines that ~~, based on the submissions of the complainant and the respondent,~~ the facts asserted in the complaint appear credible and appear to constitute a violation of the Code of Ethics (Article II), then the Ethics ~~the~~ Board shall, following legal review, issue such a determination, and forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk shall then forward the Board's determination and associated materials to the Hearing Examiner for review and possible further proceedings in accordance with Article IV.
~~review by the Hearing Examiner is warranted.~~

~~9~~.8 The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.

~~1098~~. The Ethics Board shall report apparent violations of law to the ~~appropriate authorities.~~ City Attorney.

~~11~~109. Upon receipt of a complaint, the Hearing Examiner shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

112~~0~~. The Hearing Examiner shall conduct a threshold review of any complaint forwarded to ~~it~~ them by the City Clerk and any response submitted by the respondent. The Hearing Examiner shall not engage in other fact-finding during this preliminary review. However, in the course of reviewing a complaint, the Hearing Examiner may request clarification of the complaint by the complainant or of the response by the respondent.

123~~1~~. After reviewing the complaint and the response, if one was submitted, the Hearing Examiner shall take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. ~~Refer the complaint back to the City Clerk if~~ Determine that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent. Nothing in this subsection shall preclude the complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. Determine that the complaint lacks reasonable credibility, dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the

Commented [JL17]: I added this text for clarity.

Commented [KH18]: Who are the appropriate authorities? Shouldn't there be review by the city attorney first?

Commented [KH19]: There's not a lot of clarity here regarding the fact that this is a threshold determination by the HEX and that additional process will occur should the HEX feel further review should occur.

dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent.

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), dismiss the complaint, and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant, and respondent.

d. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II), dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent.

e. Hold the complaint for action at a future time if the matter is the subject of litigation; or

f. Determine that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted.

1342. The Hearing Examiner shall strive to complete their review within 45 business days from the date that the City Clerk forwarded the complaint to the Hearing Examiner. If review takes longer than 45 business days, the Hearing Examiner in ~~its~~ their determination shall specify the reasons why additional time was needed.

1453. If the Hearing Examiner determines that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted, the Hearing Examiner shall forward ~~its~~ their determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then schedule further proceedings in accordance with Article IV.

C. **Review of Complaints Concerning City Employees**

1. The City Clerk shall refer complaints concerning City employees to the City Manager.

2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.

3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.

4. Upon making a determination that a violation of ethics rules has occurred, the City Manager or other appropriate City officer shall take action as guided by state law and relevant policies, procedures, and collective bargaining agreements.

5. In the event of a violation, the City Manager shall provide a response to the complainant outlining the substance of the violation and the action taken, subject to governing rules regarding confidentiality articulated in state law, City policy, and collective bargaining agreements.

6. Apparent violations of law shall be reported to the appropriate authorities, as applicable.

~~E~~D. Requests for Advisory Opinions by City Councilmembers or Members of City Committees or~~and~~ Commissions

1. To the extent described below, the following individuals or bodies may submit to the City Clerk a request for an advisory opinion from the Ethics Board:

a. A Councilmember or member of a City Committee or Commission may request an advisory opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Conduct (Article I) or the Code of Ethics (Article II).

b. The City Council may request an advisory opinion from the Ethics Board regarding City policies or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).

c. City Committees and Commissions may request an advisory opinion from the Ethics Board regarding operating rules or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).

d. A Councilmember may request an advisory opinion from the Ethics Board concerning the applicability of the Code of Ethics (Article II) to hypothetical circumstances and/or situations related to the actions, or potential actions, of a Councilmember or a member of a City Committee or Commission.

2. Requests for advisory opinions must be submitted to the City Clerk on a form supplied by the Ethics Board. The Ethics Board shall, following legal review, submit finalized advisory opinions to the City Clerk for publication.

3. Advisory opinions issued in response to requests made under subsection 1.a. or 1.d. above shall not include identifying information as to the requestor or the individual(s) whose conduct is the subject of the opinion unless otherwise agreed in writing by both the requestor and subject individual(s)

4. The grant of authority in this section is supplemental to, and does not change, the authority granted to the Ethics Board in Section B above.

Commented [KH20]: This is to encourage the seeking of opinions for the benefit of everyone. I have heard councilmembers and committee members say in the past that they would like to seek an opinion re their own actions or the actions of another but do not want to publicly accuse anyone if there is in fact no ethics violation. There was a time when ALL complaints under the program were anonymous in both directions, and I would suggest we have lost something in not allowing this option

F. Waivers

Councilmembers may request a waiver from the Ethics Board of the conflict of interest restrictions related to the hiring of and supervision over family members, as provided by Article II, Section F. Such requests shall be submitted in writing to the City Clerk, who shall refer them to the Ethics Board. Once finalized, the Board shall, following legal review, provide its response to the City Clerk, who shall publish both the request and the Board's response.

G. Effect of Advisory Opinion or Waiver

An individual who receives a waiver, or who acts in reliance on an advisory opinion, shall not later be found to have violated the Code of Conduct (Article I) or the Code of Ethics (Article II) if the individual acts in a manner consistent with that advisory opinion or waiver.

ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS

A. Hearing Examiner Review of Article II Complaints

1. The City Clerk shall provide written notification to the complainant and the respondent of the time, date, and place of the hearing before the Hearing Examiner at which the complaint concerning alleged violations of the Code of Ethics (Article II) will be reviewed.

2. Hearings conducted by the Hearing Examiner shall be informal and held in accordance with rules of procedure adopted by the Hearing Examiner, except to the extent that such rules conflict with the terms of this Ethics Program. The respondent may be represented by legal counsel. The City Attorney shall designate special counsel to present the Code of Ethics violations charges and case. The respondent and special counsel may present and cross examine witnesses and give evidence before the Hearing Examiner. The Hearing Examiner may also call witnesses and compel the production of books, records, papers, or other evidence needed. To that end, the Hearing Examiner may issue subpoenas and subpoenas duces tecum at the request of the respondent, special counsel, or their own initiative. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence.

3. The Hearing Examiner or designee shall prepare an official record of the hearing, including all testimony, which shall be recorded by electronic device, and exhibits; provided that the Hearing Examiner or designee shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

4. Within 20 business days after the conclusion of the hearing, the Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation(s) are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics (Article II) violations. In either event, a copy of the findings and conclusions shall be forwarded to the City Clerk, for distribution to the City Council, and, by registered mail, to the person who made the complaint and to the respondent at addresses as given by such persons to the Hearing Examiner.

B. Action by City Council upon Hearing Examiner's Findings and Conclusion

1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.

2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.

b. Reprimand: A reprimand shall be a letter prepared by the City Council, signed by the Mayor, Deputy Mayor, or Mayor Pro Tem, and directed to the Councilmember or member of a City Committee or Commission who has violated the Code.

c. Censure: A censure shall be a written statement administered personally by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code violation. The Councilmember or member of a City Committee or Commission shall appear at a time and place directed by the City Council to receive the censure. The censure shall be given publicly and the official who has violated the Code shall not make any statement in support or opposition thereto or in mitigation. A censure shall be deemed administered at the time it is scheduled whether or not the Councilmember or member of a City Committee or Commission appears as required.

d. Other sanctions: Any sanction imposed under this Ethics Program is in addition to and not in lieu of any other penalty, sanction, or remedy which may be imposed or sought according to law or equity.

3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

ARTICLE V -
ETHICS BOARD

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

The Ethics Board consists of seven members appointed in accordance with this section.

2. Qualifications of Board Members

a. Members of the Board shall represent a diverse set of backgrounds and interests.

b. At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.

c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not, while serving on the Ethics Board, also simultaneously be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers.

b. The Mayor and City Council shall work cooperatively to ensure that any person who is nominated has the required support of the City Council. Nominations shall be presented at meetings of the City Council in which all seven Councilmembers are present, unless exceptional circumstances exist (e.g., a Council vacancy exists and has not yet been filled, or other good cause).

4. Terms of Appointment

a. Board members shall be appointed to terms of three years; however, the first two members nominated by the Mayor and confirmed by the City Council shall initially serve one-year terms to achieve staggered ending dates.

b. If a member is appointed to fill an unexpired term, that member's term shall end at the same time as the term of the person being replaced.

c. Each member shall continue to serve until a successor has been appointed, unless the member is removed or resigns.

5. Removal of Board Members

a. The absence of any member of the Board from three (3) consecutive meetings, unless the Board has excused the absence for good and sufficient reasons as determined by the Board, shall constitute a resignation from the Board.

b. The City Council may remove a member for inappropriate conduct before the expiration of the member's term. Before removing a member, the City Council shall specify the cause for removal and shall give the member the opportunity to make a personal explanation.

6. Compensation

Members of the Ethics Board shall serve without compensation. Members may be reimbursed for reasonable expenses pursuant to the rules of the City and as approved by the City Manager or their designee.

7. Rules

The Ethics Board may, by majority vote, adopt reasonable operating rules consistent with this Ethics Program. The City Council reserves the right to modify such operating rules at its discretion.

8. Consultation with City Attorney

The Ethics Board shall consult with the City Attorney's Office or special counsel appointed by the City Attorney's Office regarding legal issues which may arise in connection with the Board's duties and functions under this Ethics Program.

9. Liaison to the Ethics Board.

A representative of the City Attorney's Office shall attend Ethics Board meetings and serve as the liaison to the Ethics Board. No Councilmember shall serve as a liaison to the Ethics Board.

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

1. At least every two years, the Ethics Board shall prepare and distribute a pamphlet describing the Code of Conduct (Article I) and Code of Ethics (Article II) to all Councilmembers and members of City Committees and Commissions, after review of the pamphlet by the City Attorney's Office. The Ethics Board shall ensure that all new Councilmembers and members of City Committees and Commissions receive a pamphlet on this Code of Ethics.

2. The Ethics Board shall develop and present a training course on the Code of Conduct and the Code of Ethics to be presented annually to all Councilmembers and members of City Committees and Commissions.

C. Training Provided to the Ethics Board

The Ethics Board shall include all requests for training for the coming year in the Board's annual report to the City Council, and the Council will determine what training to approve, if any.

D. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the City Council summarizing its activities during the previous calendar year and work plan for the following year. The report shall include any recommendations for modifying the Code of Conduct and Ethics Program as well as all training requested by the Ethics Board.

ARTICLE VI -
DEFINITIONS

For purposes of the Ethics Program, the following definitions shall apply.

"City Committees and Commissions" and "City Committee or Commission" mean all advisory boards, commissions, committees, and task forces created or appointed by the City Council.

"Confidential Information" means (a) specific information, rather than generalized knowledge, that is not available to the general public on request; or (b) information made confidential by law.

"Direct official action" means any of the following:

1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.

2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.

3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.

4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.

Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

"Direct line of supervision" means the supervisor of an employee and the supervisor of an employee's supervisor.

"Fact-finding" means any action to gather facts or other evidence not submitted by a complainant in a complaint or a clarification to a complaint or by a respondent in a response or a clarification to a response. However, "fact-finding" does not include review by the Ethics Board of official video or audio recordings of meetings of the City Council or of City Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

"Gift" means any favor, reward, or gratuity and any money, good, service, travel, event ticket, lodging, dispensation, or other thing of value that is given, sold, rented, or loaned to a person without reasonable compensation and that is not available to the general public on the same terms and conditions. Any honoraria or payment for participation in an event will be considered a gift.

"Immediate family" means husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchildren, brother, sister, domestic partner, or spouse of the above. The term includes any minor children for whom the person, or their domestic partner, provides day-to-day care and financial support. A "domestic partner" is an unmarried adult, unrelated by blood, with whom an unmarried officer, official, or employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

"Legislation of General Application" means any legislative act, including regulations, policies, ordinances, resolutions, and motions, of general application, as opposed to legislative acts that affect only a particular person or individual or a small group of similarly situated persons or individuals.

"Major Contractor" means any person, corporation, company, firm, business, or other entity doing business over $5,000 with the City under one contract or annually.

"Political Action Committee" means a legal entity, other than a natural person, that raises, spends, receives, or contributes money to support or oppose the election of one or more candidates for elected office at the local, state, or federal levels.

"**Question of Fact**" means a factual dispute between the complainant and the respondent concerning an issue that is material to a determination as to whether a violation of the Code of Conduct (Article I) exists.

"**Reconciliation"** means mediation between a complainant and a respondent facilitated by a trained mediator.

"Rule of Necessity" shall be interpreted and defined in accordance with RCW 42.36.090, which provides: In the event of a challenge to a member or members of a decision-making body which would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law, any such challenged member(s) shall be permitted to fully participate in the proceeding and vote as though the challenge had not occurred, if the member or members publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

ARTICLE VII -
CITY COUNCIL REVIEW OF CODE OF CONDUCT
AND ETHICS PROGRAM

This Code of Conduct and Ethics Program shall automatically expire, and no longer be in force or effect, 12 months from the effective date of Section 1 of Resolution No. 2019-26, unless it is expressly renewed or otherwise amended by majority vote of the City Council.

Commented [KH21]: If we make the proposed changes, I recommend that there be no expiration date, but instead a planned review in 12 or 24 months. Perhaps direct the Ethics Board to provide an analysis of the efficacy and, fairness of the processes.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (7:50 PM) Recommendation from Ad Hoc Committee on Economic Recovery - Mayor Schneider, Deputy Mayor Deets, and Councilmember Medina,

SUMMARY: In recognition of the extreme hardship incurred on local businesses due to the COVID-19 pandemic, Council unanimously approved on June 9th the creation of a Council Ad Hoc Committee to develop a COVID-19 economic recovery plan. The Ad Hoc Committee, comprised of Deputy Mayor Deets, Mayor Schneider and Councilmember Medina set out and analyzed a set of actions that the City can take to assist local businesses. This memorandum lists and describes thirteen separate actions, with a recommendation for implementation on at least ten of them (two have already been completed).

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

RECOMMENDED MOTION: Motions:

1) I move to forward the expenditure of not more than $20,000 for a “Save Our Stores” campaign from Coronavirus Aid, Relief and Economic Security (CARES) funding to the _____ [Unfinished Business] or [Consent Agenda] at the August 11,2020 Council meeting.
2) I move to forward to Unfinished Business a discussion of regulatory relief for Island businesses at the August 11,2020 Council meeting.
3) I move to forward the expenditure of not more than $15,000 from Coronavirus Aid, Relief and Economic Security (CARES) for a Business Needs Survey to the _____ [Unfinished Business] or [Consent Agenda] at the August 11,2020 Council meeting.
4) I move to forward the expenditure of not more than $50,000 from Coronavirus Aid, Relief and Economic Security (CARES) funding for a COVID-19 Management Program for Island businesses to the _____ [Unfinished Business] or [Consent Agenda] at the August 11,2020 Council meeting.
5) I move to forward the expenditure of not more than $80,000 from Coronavirus Aid, Relief and Economic Security (CARES) funding for digitalization and eCommerce support for Island businesses to the _____ [Unfinished Business] or [Consent Agenda] at the August 11,2020 Council meeting.
6) I move to forward to Unfinished Business a discussion of improving internet access on Bainbridge Island at the August 11,2020 Council meeting.
7) I move to forward to Unfinished Business a discussion of downtown parking at the August 11,2020 Council meeting.
8) I move to forward the expenditure of not more than $5,000 from Coronavirus Aid, Relief and Economic Security (CARES) funding for reimbursement of COVID-19 related expenses incurred by the Bainbridge Island Downtown Association to the _____ [Unfinished Business] or [Consent Agenda] at the August 11,2020 Council meeting.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The economic impact from the COVID-19 pandemic has been sudden and severe. The unemployment rate in Kitsap Country jumped dramatically from 4.2% in March 2020 to 14.1% in April (then dropping slightly in May to 13.3%). Most of the affected businesses are small, fewer than ten employees.

On Bainbridge Island, many businesses have closed (at least seven downtown stores as of July 9th), never to return. The crisis has an indeterminable time horizon and it is highly probable that many more businesses will close, laying off staff and reducing services to Island residents. The Ad Hoc Committee emphasizes that time is of the essence for the City to act.

The City of Bainbridge Island has been awarded $735,600 in Coronavirus Aid, Relief and Economic Security (CARES) funding. The monies are to be used for COVID-19 related expenses incurred from March 1st to October 31st of this year. Among the allowed uses are “expenses associated with the provision of economic support in connection with the emergency”. At its June 30th Business Meeting, Council approved allocating $200,000 of the $735,600 CARES funding between community partners such as the Parks District and support for local businesses. The combined total of CARES funding needed for the recommended actions is less than $200,000.

ATTACHMENTS:

COVID-19 Economic Recovery Plan Recommendations for Bainbridge Island.pdf

BIDA COVID-19 Funding Request.pdf

BILA & VBI COVID-19 Funding Request.pdf

City of Poulsbo COVID-19 Business Recovery Plan (Draft).pdf

Poulsbo Summer Fair rules RF edit.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

MEMORANDUM

Date: July 28, 2020

To: Councilmembers Christy Carr, Kirsten Hytopoulos, Rasham Nassar, Michael Pollock, and City Manager Morgan Smith

From: Deputy Mayor Joe Deets, Mayor Leslie Schneider, Councilmember Kol Medina

Subject: COVID-19 Economic Recovery Plan for Bainbridge Island - Discussion and Recommendations

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I. Introduction

In recognition of the extreme hardship incurred on local businesses due to the COVID-19 pandemic, the City Council unanimously approved on June 9th the creation of a Council Ad Hoc Committee to develop a COVID-19 economic recovery plan. The Ad Hoc Committee, comprised of Deputy Mayor Deets, Mayor Schneider and Councilmember Medina set out and analyzed a set of actions that the City can take to assist local businesses. This memorandum lists and describes thirteen separate actions that have a combined estimated cost that is within the available CARES funding. The Committee recommends the implementation of at least ten of those actions, two of which have already been completed (see Part VI, page 7 for the list). Taken together, these suites of actions will help to stem the immediate crisis and build long-term resilience into the local economy.

To carry out its work, Ad Hoc Committee members undertook research that included attending webinars and holding multiple meetings with members of the business community. The Bainbridge Island Chamber of Commerce, the Bainbridge Island Downtown Association and individual business owners were closely engaged. It also met with the Kitsap Economic Development Alliance and with Mayor Becky Erickson to learn of the experiences that the City of Poulsbo is having in respect to their economic recovery (the City of Poulsbo's COVID-19 Recovery Plan and link to their recovery website is attached for reference). The proposed actions contained in this memorandum reflect the thoughtful comments of many people and the Ad Hoc Committee is thankful to everyone who gave their time.

Notably, there is limited funding available to carry out this work (see Part III, page 2 for details). Council is advised that every dollar spent to assist businesses needs to go as far as possible. With that in mind, the Ad Hoc Committee recommends that Council adopt the following three guiding principles when deciding on a particular action:

1) The action should deliver benefits to as many Island businesses as possible.
2) The action should serve to help businesses not just survive temporarily but thrive in the possibly permanently altered economy created by the COVID-19 crisis.
3) The actions should incorporate a race and equity lens. For example, should Council decide to have a small business grant program, or help businesses to develop eCommerce capabilities, the decision criteria should give a heavier weight towards businesses owned by historically marginalized classes of people.

II. Economic Impact of COVID-19 Pandemic

The economic impact from the COVID-19 pandemic has been sudden and severe. The unemployment rate in Kitsap Country jumped dramatically from 4.2% in March 2020 to 14.1% in April (then dropping slightly in May to 13.3%). Most of the affected businesses are small, fewer than ten employees.

On Bainbridge Island, many businesses have closed (at least seven downtown stores as of July 9th), never to return. The crisis has an indeterminable time horizon and it is highly probable that many more businesses will close, laying off staff and reducing services to Island residents. The impact has been traumatic for many people and the Ad Hoc Committee emphasizes that time is of the essence for the City to act.

III. CARES Financing

The City of Bainbridge Island has been awarded $735,600 in Coronavirus Aid, Relief and Economic Security (CARES) funding. The monies are to be used for COVID-19 related expenses incurred from March 1st to October 31st of this year. Among the allowed uses are "*expenses associated with the provision of economic support in connection with the emergency*".

At its June 30th Business Meeting, Council approved allocating $200,000 of the $735,600 CARES funding between community partners such as the Parks District and support for local businesses. It is worth mentioning that at the time of this writing there exists the potential for additional funding in the future.

IV. Actions Recommended for Quick Implementation (CARES Funding Potential)

a) Free Face Masks for Businesses & Community

This has already been accomplished, with Council voting unanimously on June 23rd to provide up to $10,000 for the purchase of disposable and reusable face masks for distribution to local businesses. The Bainbridge Island Chamber of Commerce, Bainbridge Island Downtown Association and Bainbridge Prepares are working together on logistics and distribution.

Expenditure: $10,000

b) Business Community Liaison

This has already been accomplished. At its July 7th Study Session Council voted unanimously to appoint Deputy Mayor Deets as the Council Liaison to the business community.

Expenditure: $00.00

c) "Save Our Stores" (SOS) Campaign

The Chamber of Commerce and Downtown Association recommend the immediate implementation of a "Save Our Stores" (SOS) campaign to inform Islanders of the precarious situation that has befallen local businesses. The campaign would urge Islanders to shop locally and feature banners, posters, and advertising.

In addition to messaging the community that local businesses are in crisis, it has been suggested that the SOS campaign include a mutual aid element to encourage Islanders to spend (or donate for the benefit to those in need) $100 a month on non-grocery purchases at local stores. Communications would direct respondents to a website where information and stories about the status and challenges faced by participating stores can be found. The site would also feature store specific Patreon accounts where residents can make recurring donations as a "patron" of the business until normal buying patterns are able to return to normal.

Expenditure: To be determined, but no more than $20,000.

d) Business Needs Survey

Among the hard lessons learned thus far with the COVID-19 pandemic is the need for timely, high quality data for making decisions. COVID-related surveys have been done across the country that have dealt with medical, behavior and economic topics. For example, an informative study on both employee and customer behavior was presented in a June 25th webinar by the Washington International Trade Association (WITA). Among the areas that the webinar addressed was the degree to which employees and customers "feel" safe physically going into a business, and the chances that they would consider legal action against a business should they become infected with the virus. A link to the one-hour webinar is provided.

The Ad Hoc Committee believes that the need for good data is no less important for making decisions that affect the economic recovery of Bainbridge Island. While it has been in close communication with the Chamber of Commerce, Downtown Association and some individual businesses, it recommends that a "wider net" be cast so as to ensure that the voices of as many people as possible be heard. A professionally done survey that includes a meaningful (i.e. not trivial) financial "prize" for participating is recommended (for example, one randomly chosen survey taker is awarded $500).

Expenditure: To be determined, but no more than $15,000.

e) Regulatory Relief

The Ad Hoc Committee believes that among the best options to be considered for helping businesses is for the City to temporarily suspend regulations that impact their ability to adapt to the COVID-19 economy. Specific ideas can come from the above-mentioned Business Needs Survey.

A couple of examples of regulatory relief can be found by looking at what is being done in the cities of Seattle and Poulsbo. In Seattle, the City is waiving sidewalk permit fees and cutting red tape to make it easier for restaurants to offer outdoor seating during the pandemic. Similarly, the City of Poulsbo has initiated a "Summer Fair" program, allowing businesses to expand, at no cost, their commercial space into the public right of way. Information on the Summer Fair program is attached.

Expenditure: To be determined.

f) Targeted Services – Customized COVID-19 Management Program

To survive in the era of COVID-19, businesses must undertake substantial efforts to achieve a safe and healthy environment for their staff, customers, and community. Presently, businesses on Bainbridge rely on sources such as the Governor's COVID-19 Reopening Guidance for Businesses and Workers, which may or may not be adequate.

The benefits of businesses having a well-designed customized COVID-19 Management Program are substantial, for it can achieve the following:

- Keeping employees safe and healthy
- Keeping the community safe and healthy
- Keeping employees working
- Increased public confidence in local businesses
- Reduction in the businesses' exposure to COVID-19 related lawsuits

Support by the City to make this happen can take the form of subsidizing the consultation by a company that specializes in COVID-19 mitigation and adaptation practices on a sliding scale, with a heavier weight given to those of lower income, with special emphasis provided to businesses owned by historically marginalized classes of people.

Expenditure: To be determined, but no more than $50,000.

g) Targeted Services – Customized Digitalization & eCommerce Support

The trend towards digitalization and eCommerce was established long before the pandemic. COVID-19 accelerated the trend, leading to an explosion of online transactions, creating what is likely to be a permanent change in people's behavior. More innovative technologies are certain to come (e.g. live streaming as a sales channel), further shaping our lives. According to the Bainbridge Island Downtown Association, businesses that invested in digital marketing and eCommerce are faring better in the pandemic than businesses that did not.

The Ad Hoc Committee believes that the City can help small local businesses survive and even thrive by supporting the creation of an eCommerce Hub to strengthen businesses' digital ecosystem. The goal would be to enable every small business on the Island to have the capacity to promote their brand, continue to engage with their customers and potential buyers, and sell their products - online.

The proposed eCommerce hub would provide training, consultation, and digital footprint analysis. These services can be partly paid for by CARES funds on a sliding scale, with a heavier weight provided to those of lower income, with special emphasis given to businesses owned by historically marginalized classes of people.

The City can also use CARES funds to set up a business service providers' platform, consisting of the numerous consultants in the area that specialize in digitalization and eCommerce services.

How this can work in practice would involve the following steps:

i) Council sets a budget and City hires an organization to lead the effort.
ii) The organization researches and selects qualified companies.
iii) The organization creates an on-line business services providers platform, listing the companies, their qualifications, and services.
iv) The companies provide free informative webinars to all interested Island businesses. A customized consultation is offered.
v) Should a business decide to receive a customized consultation, the business would receive a subsidy from the City based on a tiered structure that includes a race and equity lens.
vi) Should the business decide to implement the recommended measures coming from the consultation and requires financing, that it can be made available through a local bank.
vii) The business implements the recommended measures with increased revenues resulting.

Expenditure: To be determined, but no more than $80,000.

h) Small Business Grants

Among the most publicized actions taken by State and Local Governments to address the economic impact of COVID-19 is the providing of limited grants to small businesses. For instance, more than 26,000 businesses applied to the Governor's Working Washington Small Business Emergency Grants, with $10 million eventually going to 1,400 recipients across the State (36 businesses in Kitsap County benefited, sharing the County's allocation of $317,415). Nearby, the City of Poulsbo is using $80,000 of their CARES funding to provide grants of between $2,000 to $3,000 each to business that have a lot of face to face contact with customers. And on July 13th the Kitsap Economic Development Alliance announced that they are partnering with Kitsap County in administering Kitsap CARES Small Business Rental Relief Grants totaling $880,000 to be distributed to approximately 200 businesses.

The Ad Hoc Committee recognizes that a grant program delivers clear benefits for the businesses that receive the money while providing nothing for those businesses that do not. Nonrecipients outnumber recipients by a substantial margin. Such was the case with above-mentioned Governor's Working Washington Small Business Emergency Grants program, with a margin of 18 to 1. The Committee recommends that should a Bainbridge Island Small Grant Program be decided upon by Council that the City ensure the implementation of a judicious scoring process. Specifically, that it includes an equity element, by being heavily weighted in favor of those of lower income, with special emphasis given to businesses owned by historically marginalized classes of people.

Expenditure: To be determined, but no more than $50,000.

i) Small Business Loans

The Ad Hoc Committee has heard little enthusiasm for a dedicated lending program. Specifically, many businesses have said that they did not take partake in the U.S. Small Business Administration's Economic Injury Disaster Loan (EIDL) program because they did not wish to take on more debt. Further, it is worth mentioning that while some Island businesses did receive a Paycheck Protection Program (PPP) grant, it was considered by some of them to be inadequate since it covered only eight weeks salary.

The above being said, a small business lending program comprising of the active involvement of a local bank could be beneficial for those businesses that need the capital in order to take advantage of the above mentioned targeted services (part g, Digitalization and eCommerce).

Expenditure: To be determined.

j) Reimbursement to BI Downtown Association for COVID-19 Related Expenses

The Bainbridge Island Chamber of Commerce and the Bainbridge Island Downtown Association have together incurred approximately $5,000 in COVID-19 related expenses since the onset of the pandemic in March. These expenses were not budgeted by either organization and include hard costs (no labor) for advertising, collateral materials (posters & flyers), a "Shop Local" banner, and print and social media, all of which were aimed at assisting and supporting local businesses during the crisis. Due to a temporary leadership vacuum at the Chamber (a medical leave required of its President and CEO), the Chamber appointed the Downtown Association as the fiscal agent to oversee and absorb these hard cost expenditures. The Chamber was able to place advertising in support of businesses in local and regional media through an in-kind relationship.

Expenditure: Up to $5,000.

k) Promotion Funding Request from BI Lodging Association

The lodging industry has been hit particularly hard by COVID-19, with occupancy rates well below what is required for profitability. In response, the Bainbridge Island Lodging Association (BILA) has a proposal for creating a multi-channel brand campaign. A consultant would be hired to develop a brand, engage with tourism organizations, and target specific local markets. For funding, BILA suggests that some monies at least can come from existing LTAC funds. Their proposal is attached.

Expenditure: $15,000 to $20,000 for 2020. $50,000 annually.

V. Longer Term Actions

l) Improved Internet Access

This action is related to digitalization but deserves its own separate identity. With so many people working from home and students taking courses on-line, the need for improved internet access is justifiably not far behind the need for electricity. Unfortunately, internet access on parts of the Island has been a perennial problem (notably on the south end). The time for solving this problem is now, and the Ad Hoc Committee recommends making quality internet connections Island-wide a priority in its work plan. It adds that a likely ally in this effort will be found with the Bainbridge Island School District.

Expenditure: To be determined.

m) Parking Measures

Should Council decide upon an action that impacts parking in the downtown district, the Ad Hoc Committee recommends that a concerted effort be made to find additional parking spaces. In that circumstance, it is recommended that Council re-visit the Bainbridge Island Downtown Parking Strategy "Strategic Report 2018". Among the findings of the report was that additional parking can be found via better utilization of off-street parking facilities, specifically by creating a shared parking program.

Expenditure: To be determined.

VI. Discussion & Recommendations

The Ad Hoc Committee welcomes an informed discussion with colleagues as to which actions to prioritize for implementation. To help kick-start start the discussion it is pleased to provide the following recommendations:

COVID-19 Economic Recovery Recommendations:

1) "Save Our Stores" campaign
2) Regulatory Relief
3) Business Needs Survey
4) Targeted Services – Customized COVID-19 Management Program
5) Targeted Services – Customized Digitalization & eCommerce Support
6) Improved Internet Access
7) Parking Measures
8) Reimbursement to BI Downtown Association for COVID-19 Related Expenses
9) Free Face Masks for Businesses & Community (completed)
10) Business Community Liaison (completed)

Attachment and Links

a. Bainbridge Island Downtown Association Assistance Request
b. Bainbridge Island Lodging Association & Island Tourism Bureau Assistance Request
c. June 25, 2020 Washington International Trade Association (WITA) "Public Opinion Insights" webinar link: https://www.wita.org/event-videos/wita-webinar-back-to-normal-barometer/
d. City of Poulsbo COVID-19 Recovery Plan
e. City of Poulsbo Summer Fair Program
f. City of Poulsbo Business Recovery website link: https://poulsbobusinessrecovery.com/

To: Bainbridge Island City Council

From: Jerri Lane - Bainbridge Island Downtown Association

Re: Request for reimbursement of COVID-19 related marketing expenses
Date: July 21, 2020

From the beginning of the pandemic, Bainbridge Island Downtown Association and Bainbridge Island Chamber of Commerce have collaborated to keep members/partners/community informed of funding opportunities and state guidance, and have also produced and distributed a portfolio of marketing initiatives designed to support BI businesses. All campaigns have been communicated through local print (Sun, Review, Islander), social media channels, and Mailchimps to targeted audiences. Please see attached to view examples of collateral materials.

BIDA has paid these expenses. To date we have not billed back any expenses to the Chamber. We are requesting reimbursement from the COBI CARES funding in the amount of $5035.77. This represent hard costs without labor. With labor, expenses are $42,512.87.

We have attached sample collateral materials including from the
Safe, Open, Welcome Campaign:

- From the beginning of the pandemic, BIDA and the Chamber have partnered to support our business community.
- We have served as an information resource for city, state, national information on reopening guidance and in accessing financial assistance.
- We conducted a survey, and reported findings in an April 21 presentation to the Council.
- Our home pages have served as a customer resource for the ever changing status of our businesses. Open, closed, takeout, curbside, delivery, online.

In chronological order, following are some of our initiatives. We have attached graphics for your review.

- We produced a street banner and kiosk signage promoting 'Shop Local'.
- We initially produced and distributed a 'Community Pulling Together' print/social media ad (attached)
- Responding to need for direct support, we implemented a gift card program partnering with USA Today and have 62 participating businesses. The site refers customers directly to the business website and allows customers to purchase gift cards for donation or future use. For more information click Gift Card Program. We promoted through social media, press releases, print ads in the Review, Kitsap Sun and Bainbridge Islander. Businesses have distributed to their individual databases and many have reported upticks in gift card sales.
- In May, we launched the 'Five Fridays in May' promotion supported by a Proclamation by our City Council. We marketed this with our businesses, with many specials and promotions from businesses.
- We launched a 'Bainbridge Strong' tshirt sale program whereby Skyhawk Printing donated $10 to the business/nonprofit of choice for each tshirt/hoodie purchased. For more information, click Bainbridge Strong. Similar promotion to the Gift Card program.
- Moving to Phase two, we launched our **Safe, Open, Welcome campaign.** Similar promotional efforts, with the addition of 24x36 kiosk signage across the Island, WSF psa messaging, 11x17

printed posters for businesses, self-printing options. Ads were run in the Review, Sun, and Islander for the weeks of June 15 and June 22.

- We are in the process of launching a new campaign, Save Our Stores (SOS). Following business feedback, we are concerned that our Island community will be decimated in the next few months. In response to this concern, the SOS campaign targets local customers and a portion will target drive visitors. Our normal April-September visitor business will not happen in 2020 due to the cancellation of the cruise season, and most Seattle conventions and international inbound travelers.

- We are asking Council to consider our request for reimbursement of our hard costs to date, and ask that $100,000 of the COBI CARES funding be earmarked to support BI business marketing and eCommerce development.

Thank you for your consideration. Please contact jerri@bainbridgedowntown.org, chris@visitbainbridge.com or kevin@bainbridgechamber.com for additional information.

Bainbridge Island Downtown Association
Profit & Loss Detail - Pandemic 2020 No Labor
January through December 2020

Type	Date	Num	Name	Memo	Class	Original Amount	Paid Amount	Balance
Ordinary Income/Expense								
Income								
Program Income(Service Revenue)								
Banner								
Invoice	04/15/2020	1654	City of Bainbridge Island (m)	2020 Banner Insta...	2020 disa...	250.00	250.00	250.00
Total Banner							250.00	250.00
Total Program Income(Service Revenue)							250.00	250.00
Total Income							250.00	250.00
Gross Profit							250.00	250.00
Expense								
Advertising Expenses								
Check	04/17/2020	3036	Sound Publishing Inc.	Covid Banner	2020 disa...	577.25	577.25	577.25
Check	06/19/2020	3015	Kitsap Sun	289612	2020 disa...	200.00	200.00	777.25
Check	07/21/2020	3060	Sound Publishing Inc.		2020 disa...	752.25	752.25	1,529.50
Total Advertising Expenses							1,529.50	1,529.50
Contracted Services								
Check	06/30/2020	3050	Chantelle M. Lusebrink		2020 disa...	280.00	280.00	280.00
Total Contracted Services							280.00	280.00
Dues & Suscriptions								
Check	06/19/2020	3016	Cardmember Service/Home...	facebook	2020 disa...	10.00	10.00	10.00
Total Dues & Suscriptions							10.00	10.00
Event Supplies								
Check	06/30/2020	a/w	Jerri Lane masks		2020 disa...	2,092.00	2,092.00	2,092.00
Total Event Supplies							2,092.00	2,092.00
Graphic Design/Web Design								
Check	06/30/2020	3023	Jeanette Alexander (V)	t-shirts, grads, ope...	2020 disa...	469.00	469.00	469.00
Total Graphic Design/Web Design							469.00	469.00
Office Supplies								
Check	06/02/2020	a/w	Cardmember Service/Home...	amazon	2020 disa...	44.17	44.17	44.17
Total Office Supplies							44.17	44.17
Outside Contract Services								
Check	04/03/2020	3032	Juneau Trees & Landscape...		2020 disa...	500.00	500.00	500.00
Total Outside Contract Services							500.00	500.00

Bainbridge Island Downtown Association
Profit & Loss Detail - Pandemic 2020 No Labor
January through December 2020

Type	Date	Num	Name	Memo	Class	Original Amount	Paid Amount	Balance
Printing and Copying								
Check	06/19/2020	3016	Cardmember Service/Home...	sound repro	2020 disa...	3.82	3.82	3.82
Check	06/19/2020	3017	Sound Reprographics	flyers - sound repro	2020 disa...	64.23	64.23	68.05
Check	06/19/2020	3017	Sound Reprographics	kiosk posters - sou...	2020 disa...	205.96	205.96	274.01
Check	07/10/2020	3055	Sound Reprographics	inv 77780 / inv 780...	2020 disa...	87.09	87.09	361.10
Total Printing and Copying							361.10	361.10
Total Expense							5,285.77	5,285.77
Net Ordinary Income							-5,035.77	-5,035.77
Net Income							**-5,035.77**	**-5,035.77**

Cross street banner, two sided

BUY Tshirts & Hoodies

AT: bainbridgestrong.com

In Support of Bainbridge Businesses

Skyhawk Printing will donate $10 per shirt purchase to the Bainbridge Island business or nonprofit of your choice.

See bainbridgestrong.com for styles, sizes & many colors!

chemistry productions

BAINBRIDGE ISLAND DOWNTOWN ASSOCIATION

BAINBRIDGE ISLAND CHAMBER OF COMMERCE

Social Media graphic for Buy Gift Cards campaign

Our Community Pulling Together
Great ways to support our local businesses.
When you shop and dine local, even remotely, you invest in our community!
Visit our websites for current business information:
bainbridgedowntown.org
bainbridgechamber.com
BAINBRIDGE ISLAND DOWNTOWN ASSOCIATION
BAINBRIDGE ISLAND
Shop online or call
Order from your favorite restaurants online
Buy a gift card
Promote their social media
Leave a review

Welcome!

We are Bainbridge Strong

This Business is

Bainbridge Safe*

For your safety, help us by observing:

Social Distancing
Use of Face Coverings
Occupancy Limits
Use of Hand Sanitizer

* Meets or exceeds Washington State safety and health requirements

BAINBRIDGE ISLAND DOWNTOWN ASSOCIATION

Thank you *for your business!*

BAINBRIDGE ISLAND CHAMBER OF COMMERCE

BAINBRIDGE ISLAND DOWNTOWN ASSOCIATION

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND CHAMBER OF COMMERCE

Proclamation

In Honor of Bainbridge Island's Small and Independent Businesses Owners

WHEREAS, the global pandemic known as COVID-19 has gravely impacted the health and well-being of our city, region, nation and world; and

WHEREAS, our small and independent businesses have creatively and swiftly amended their models to support and serve their community in this time of need; and

WHEREAS, our small and independent businesses make up the lifeblood of our local economy; and

WHEREAS, it is fitting and proper to ask our fellow residents, neighbors and visitors to aid our fellow small and independent business owners in this time of crucial need within the City of Bainbridge Island; and

NOW, THEREFORE, I, Leslie Schneider, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim the five Fridays in May as

Buy Bainbridge - Support Tomorrow Days

in the City of Bainbridge Island, and encourage all citizens to join together to give back to the community in any way they can.

SIGNED this ____ day of April, 2020.

_____

Leslie Schneider, Mayor

Considerations for a Reopening Campaign for Tourism on Bainbridge Island

Prepared by Claire Donahue (BILA) & Chris Mueller (VBI)

Based on conversations and reviewing the proposals we've received from multiple media sources, we believe a minimum budget of 50K annually is required to create any sustainable traction for promoting Bainbridge Island as a destination and increase tourism revenue. This budget would need to be renewed annually.

For the remainder of 2020, we recommend an overall budget of $15-25K, depending upon specific strategic goals and objectives - to be determined.

We have identified and interviewed a strong consultant who can help us develop a multi-channel campaign. She has great media contacts and is currently involved on a professional level with multiple tourism organizations including WA State Tourism Alliance, Visit Kitsap Penisula, and the Port of Seattle.

Due to the uncertainty and safety concerns about Covid-19, and keeping in mind that all counties in the state (and nearby states) are not reopening at the same time, we are considering the following strategy:

- Engage a consultant to begin the development of overall brand awareness and campaign strategy and creative. **Budget:** 3-6K (new $$)

- Engage with local tourism/DMO organizations (WA Tourism Alliance, WA Hospitality, Visit Kitsap Penisula, Port of Seattle, Visit Seattle, Visit Olympic Penisula, others TBD) + PR and influencer outreach. **Budget:** included in current LTAC funding

- For the remainder of 2020, target specific local markets with print, digital & social media advertising and branded content. Seek earned media opportunities. Specific messaging, publications, channels, and markets TBD. Examples of local media networks:
    - I.e, Gannet network (USAToday/Kitsap Sun)
    - Sound Media (community news including BI Review)
    - Pacific Publishing (Seattle area)
    - Broadcast (KOMO others TBD)

  Budget: $15K +
  Funding could be derived from a mix of existing LTAC funding, co-op $ with local partners, grants, and possible LTAC subsidies redeploying current LTAC grant funding (i.e. canceled events).
  The total budget depends on defined strategic objectives for the remainder of 2020 (what is the objective of the campaign and how will success be measured).

    - Advertising/Socia/Branded Content: $10-20K (2-4K/month for ad placement and creative).
    - Photography: $1500 (support social media)
    - Video: $3-8k to create "evergreen" content to be deployed through multiple channels.

- Begin execution of a new multi-channel brand awareness campaign for Bainbridge Island for 2021. Actual tactics and markets TBD.

  Budget for 2021: 50K ($35K/year for implementation and $15K for management)

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COVID-19 RESPONSE RECOVERY PLAN

May 12, 2020

The city of Poulsbo's response to open our businesses in safe ways and provide safe spaces for our citizens.

recovery@cityofpoulsbo.com

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April 29, 2020 (revised May 11, 2020)

To the Council:

As the City of Poulsbo moves forward trying to cope with the Governor's "Stay Home, Stay Healthy" order, I have been working diligently trying to figure out next steps for our community. My perception is that we will eventually reopen our businesses, but they must reopen in a very different way to maintain physical distancing.

It is all about physical distancing: maintaining six feet of separation, washing hands, wearing face masks, staying home (quarantining) if we are sick, and making sure our work force (including the private sector of Poulsbo) has adequate personal protective equipment (PPE). All these concepts must be in place, and enforced, before we can begin to address our current situation.

So how do we do this in Poulsbo? The following is a mitigation plan for the COVID-19 pandemic.

First, I must review a key business concept: all retail and restaurant profitability is often based on space.

For restaurants and bars, they rely on how many people can they serve, how many tabletops they can maintain, and how quickly they can turn a table. It is about space.

For retailers, the same dynamics apply: how many shelves can they maintain? how many items can they display? how many registers are open? This is one of the reasons why commercial rentals are based on the size of the commercial space.

What happens when businesses are asked to create greater space for their customers to maintain six feet of separation? Several of our small business owners have already said it will be impossible for them to make more space. They cannot change their business model to accommodate the separation. Their physical locations are too small, and they cannot create more space and still maintain profitability.

So, what can we do? We can give the businesses more space.
We must reassure both the business owners and their customers it is safe to do business in Poulsbo.

Here is what the City of Poulsbo can do for the downtown businesses:

1. We allow the historic downtown district to assume and use the parking spaces on Front Street and Jensen to expand their business footprint. ***The businesses will "spill out" into the parking spaces, allowing more physical space in the restaurant and retail locations***.
2. The same would apply for those businesses directly adjoining Anderson Parkway (The Slippery Pig, Brass Kraken, Mora, The Loft, JJ's Fish House, That's Some Italian, etc.). For example, The Slippery Pig could use the parking in Little Anderson Parkway, The Loft and Brass Kraken could use the motorcycle parking near the Port, and JJ's Fish House could use the parallel parking directly in front of their building.

3. To gain access to the parking spaces, the businesses would have to develop a plan and protocol for how they will maintain the objectives of social distancing.
4. They can decorate the new outside spaces with flower baskets, barriers from traffic, tents, flags…. make it appear as a fair: *Poulsbo's Summer Fair*.
5. ***Appropriate signage would need to be created for Front Street to keep everyone safe and slow speeds.*** Bright signage and new striping to create a perspective of heavy pedestrian activity would be required.
6. Each business owner will agree to abide by the Labor and Industry standards for a safe environment for their employees and customers. They will also agree to their industry standards for safe COVID-19 operation. These two actions should allow them to participate in the phased reopening plan as outlined by State government on May 8th.
7. ***Each business will post a sign stating the rules for entry into their business***: six feet of separation, face masks must be worn, no one who is demonstrating signs of illness will be allowed to enter, strict hygiene practices maintained, and posting in the business the industry standards and the acknowledgment of the Labor and Industry standards.
8. ***The businesses must maintain enough space for people to walk safely and maintain separation***. This will be very difficult without closing Front Street; however, we cannot close Front Street. We can repurpose Front Street as a pedestrian alley. Pedestrians would have the right of way on the street from the Sons of Norway all the way to Hostmark and 3rd. This would require new striping, markings, signage, and legal review.
9. Retailers who depend on drive up business on Front Street will have concerns, but it will be encouraged for them to develop a drive through location on 3rd Ave. We will facilitate permitting necessary for this to occur and a use permit for 2nd Ave. One restaurant has already asked to move to outside seating on 3rd Ave.
10. ***We will lose a lot of parking***. It is now time to move to a paid parking model in Anderson Parkway, King Olaf and northern portions of Front Street to better regulate the parking that we can maintain. Everyone parking downtown should be a customer buying goods and services. While it is convenient for our employees and business owners to park near their businesses, we need the downtown parking to be used by our customers. Solar powered parking meters will be installed in the parkway similar to the Bainbridge Ferry dock parking lot.

    The net revenue generated by the parking (net- revenue less our cost of service) will be granted to the Historic Downtown Poulsbo Association (HDPA) as an Emergency Business Recovery Fund. The net proceeds would be granted to the businesses for two years to fuel their recovery.

    Figure 1 below is a basic excel sheet which shows ***potential*** revenues could be substantial and very helpful to our downtown businesses. I would suggest they direct the revenue towards payment of rent or payrolls, but it would be for the HDPA to determine how they would use these funds.

    (Below is a table showing net revenue to the business' owners of $463,320 if the parking lots are priced at $1.00 per hour, 6 days a week, for 12 hours **when they are occupied at 50%.**)

Fig. 1 Parking Analysis Estimate – 29-Apr-20

		Anderson Parkway	Front Street	King Olaf
Stalls		225	0	105
Hours		3	3	3
Price structure		$1.00	$1.00	$1.00
Rate		$3.00	$3.00	$3.00
Turn time		4	4	4
Days of the week		6	6	6
Weeks in a year		52	52	52
Days		312	312	312
Occupancy level		***50.00%***	***50.00%***	***50.00%***
	(how full are the lots?)			
		$421,200.00	$0.00	$196,560.00
Total				$617,760.00
Costs-%	25.00%	**Net revenue to the businesses**		**$463,320.00**

11. ***After two years, the revenue would be reviewed by the City Council to decide about the future of the paid parking model or the uses of the cash flow it produces.***
12. Employees can park away from the downtown area in and around First Lutheran and Gateway with a donation to these churches. These donations can be taken from the received parking revenues.
13. We also have many restaurants and retail spaces outside of our downtown. All these businesses have access to private parking. Our change in policy would be these retailers and restaurants would also be able to move tables and retail sales areas into their parking area as they choose. We will not enforce the parking criteria that is normally maintained.
14. Legal review is still needed for these proposed actions. Criteria also needs to be developed for these mitigation actions, for example, what is allowed and not allowed in the newly created spaces. A merchant advisory group must be formed to establish which areas should be used by which merchants. Certain guidelines would be maintained for the new business areas. And much of what I have written must be discussed and reviewed by the merchants. If they do not agree, we cannot proceed.
15. ***The target date for these changes is June 1, with full implementation by June 30.***
    This will be the conversation of the Economic Recovery Task Force that I discussed last week in the Economic Development Committee. First meeting: Monday, May 4th and will continue every Monday at 4:00 pm. Please email recovery@cityofpoulsbo.com for more information.

Infrastructure changes to maintain six feet of separation.

The second series of changes is to allow more walking spaces on our city sidewalks. Many of the city sidewalks are not wide enough to accommodate the separation as required by the social distancing standards. Fjord, 6th Avenue, Hostmark, Iverson all need to be addressed. ***But the reality is all our streets need to be examined with the idea of providing more physical space for walking. If we cannot***

proceed with physical changes to the roads, how many improvements can we make by changes in our striping policies?

We need to find more space. We will develop additional bicycle lanes/shared use areas for walking by narrowing travel lanes.

1) ***It is time to one-way Fjord from Hostmark to 6th avenue.*** I would suggest we one way the street going southbound, away from downtown.
2) Fjord will be restriped with shared bicycle lane. Additional walking space will be created, and people can spill onto the bike lane for additional walking space. This is a common occurrence on Hostmark near the schools and works well.
3) With a one-way Fjord, Sommerseth needs to be one-way headed east to Nelson.
4) We might have to install an additional stop sign at 6th and Hostmark as the north bound traffic on 6th will increase.
5) On 6th avenue, we need to restripe the road creating bicycle lanes to control speed and allow greater walking spaces.
6) Iverson needs to be restriped to create bicycle lanes and more walking space.
7) Hostmark from 6th avenue to Highway 305 needs to be restriped for bicycle lanes.
8) Obviously, our Engineering team is already very busy, so I would suggest this analysis be completed by an additional contract to help design this work.
9) We will need a complete estimate of costs for all these changes and an analysis if Public Works can do this work or it must be done by an outside contractor.

We have received word that we might have a funding source for many of these changes. These changes are all inspired by and a direct result of COVID- 19 and a new reality that will continue for a very long time. This is a mitigation plan. And while it might have long run implications and results, the genesis of this actions is to create a plan to reinvigorate our community and to create safe public places after the impact of the pandemic and should be funded through the CARES funds available.

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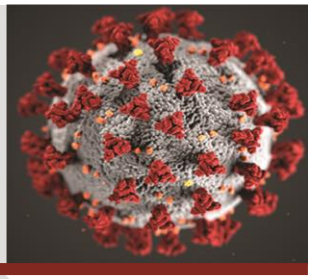
The following are several documents that will be helpful for further discussion as we move to Governor's four-phase plan from the Washington State Department of Labor and Industries.

Coronavirus (COVID-19) Prevention

General Requirements and Prevention Ideas for Workplaces



The Department of Labor & Industries (L&I) requires employers to provide a safe and healthy workplace and to implement the Governor's proclamation to ensure coronavirus prevention. Employers must ensure social distancing for employees and customers; frequent and adequate employee handwashing; and that sick employees stay home. Employers must also provide basic workplace hazard education about coronavirus and how to prevent transmission in the language best understood by the employee. https://www.governor.wa.gov/news-media/inslee-announces-stay-home-stay-healthy%C2%A0order

Workplace Discrimination

It is against the law for any employer to take any adverse action such as firing, demotion, or otherwise retaliate against a worker they suspect of exercising safety and health rights such as raising safety and health concerns to their employer, participating in union activities concerning safety and health matters, filing a safety and health complaint or participating in a DOSH investigation. Workers have 30 days to file a complaint with L&I DOSH and/or with Federal OSHA.
www.Lni.wa.gov/workers-rights/workplacecomplaints/discrimination-in-the-workplace

General Requirements

Employers must ensure social distancing practices for employees and control customer flow; frequent and adequate employee handwashing, facilities, and surface sanitation; and ensure sick employees stay home or go home if they feel ill. Employers must also provide basic workplace hazard education about coronavirus and how to prevent transmission in the language best understood by the employee.

Fact sheets for specific industries such as grocery, agriculture, and construction are available at www.Lni.wa.gov/safety-health/safety-topics/ topics/coronavirus

Mandatory Social Distancing

Employers must ensure all employees keep at least six feet away from coworkers and the public, when feasible. Other prevention measures are required such as use of barriers to block sneezes and coughs, and ventilation improvements when social distancing isn't feasible.

Ideas for indoor work areas:

- Move workstations farther apart.
- Reduce the number of workstations in use at a given time.
- Move certain tasks or meetings to times and/or locations with fewer people present.
- Make provisions to prevent close contact between workers and others (e.g., coworkers and the public) when transferring items, tools, or materials. For example, require one-at-a-time access at designated drop-off/pick-up points.
- Control the number of people entering the building or office.
- Stagger work schedules so workers don't crowd when they arrive and leave work.
- Use dividers or floors markings to distinguish appropriate spacing for people waiting in lines or in front of service counters.
- Designate one or more employee(s) as a "physical distance monitor" — similar to a safety monitor to ensure social distancing practices are consistently followed.

Ideas for break areas and meeting rooms:

- Stagger break and lunch schedules to minimize occupancy; or limit and monitor occupancy based on the size and layout of the room.
- Hold gatherings in larger spaces or outdoors — where workers can readily spread out.
- Set up rooms to facilitate appropriate distancing; for example, provide a limited number of chairs and spread them out.
- Utilize virtual online meetings and text messaging instead of in-person meetings.

Ideas for mobile or outdoor work areas:

- Have workers take separate vehicles when the passenger space in vans and trucks doesn't allow for social distancing.
- Reduce in-person visits with clients and customers; rely on email, text, and online meetings.
- Pre-arrange with clients and customers to drop off or pick up packages, materials, etc. at a location that ensures one-at-a-time access.
- Contact clients to inquire about COVID-19 symptoms before making a house visit; this helps ensure the worker can make necessary provisions for PPE and other precautions.
- Set up outdoor work and break areas to accommodate social distancing; for example, ensure shaded break areas are large enough to allow a minimum distance of six feet between workers.

Frequent and Adequate Handwashing is Required

- Provide enough fixed or portable hand washing facilities or stations at workplaces and jobsites so employees can wash their hands frequently with soap and hot and cold (or tepid) running water.

- Ensure an adequate supply of soap, water, and towels; set up a schedule for frequent restocking of supplies and emptying of trash.
- Require workers to wash hands frequently and effectively when they arrive at work, leave their workstations for breaks, use the bathroom; before and after they eat or drink or use tobacco products; and after touching any surfaces suspected of being contaminated. ƒ Provide supplemental hand sanitizer stations, wipes or towelettes, or clean water and soap in portable containers to facilitate more frequent handwashing after handling objects touched by others.
- Gloves may be provided, but also must be washed regularly to prevent the spread of the virus. This may help for workers whose hands are bothered by frequent washing and sanitizing.

Routine and Frequent Cleaning is Required

Employers must:

- Establish a housekeeping schedule to address regular, frequent, and periodic cleaning. ƒ Provide appropriate and adequate cleaning supplies for scheduled and, when necessary, spot cleaning and cleaning after a suspected or confirmed COVID-19 case.
- Ensure floors, counters, and other surfaces are regularly cleaned with water and soap, or other cleaning liquids to prevent build-up of dirt and residues that can harbor contamination.
- Make sure high-touch surfaces are properly disinfected on a frequent or periodic basis using a bleach solution or other EPA-approved disinfectant (see link to CDC cleaning guidelines below).
- Ensure employees follow effective cleaning procedures and use protective gloves and eye/face protection (e.g. face shields and/or goggles) when mixing, spraying, and wiping with liquid cleaning products, like diluted bleach.
- Make sure shared work vehicles are regularly cleaned and disinfected. ƒ Keep Safety Data Sheets (SDSs) for all disinfectants on site.
- Don't mix chemicals — many are incompatible; and be sure to dilute and use chemicals per manufacturer specifications.

Ideas for all workplaces:

- Follow cleaning guidelines set by the CDC. www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html
- Be sure to wash and rinse visible dirt/debris from equipment, tools, and other items before disinfecting.
- Cover fabric and rough surfaces with smooth materials so they are easier to clean.

Procedures to Address Sick Employees

Employers must establish procedures to:

- Require sick workers to stay home or go home if they feel or appear sick.
- Identify and isolate workers who exhibit signs or symptoms of COVID-19 illness.
- Follow cleaning guidelines set by the CDC (see link above) to deep clean after reports of an employee with suspected or confirmed COVID-19 illness.
- Keep workers away from areas being deep cleaned.
- Ideas for all workplaces: ƒ Encourage workers to report concerns and use paid sick leave.

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- Conduct daily COVID-19 symptoms checks of employees, contractors, suppliers, customers and visitors entering the worksite; for example, use a brief questionnaire.

Employee Education is Required

Basic workplace hazard education about coronavirus must be provided to employees in a language they best understand.

Ensure employees know:

- The signs, symptoms, and risk factors associated with COVID-19 illness.
- How to prevent the spread of the coronavirus at work; including steps being taken in the workplace to establish social distancing, frequent handwashing, and other precautions.
- The importance of hand washing and how to effectively wash hands with soap and water for at least twenty seconds.
- Proper respiratory etiquette, including covering coughs and sneezes and not touching eyes, noses, or mouths with unwashed hands or gloves.

Ideas for all workplaces:

- Regularly communicate important safety messages and updates.
- Post readable signs prominently throughout the worksite with messages about social distancing, frequent hand washing, required PPE, respiratory etiquette, and illness reporting.
- Post relevant information from DOSH, OSHA, local and state health departments, the Centers for Disease Control and Prevention, and other similar COVID-19 authorities.
- Provide ways for workers to express any concerns and ideas to improve safety.

Personal Protective Equipment

- Personal protective equipment may be helpful when social distancing and other protective measures are infeasible or not effective.
- Face shields can prevent direct exposure to sneezes or coughs; they also provide protection from cleaning chemicals and disinfectants.
- Approved respirators such as N95s are not normally recommended but may be appropriate where workers must remain in very close proximity to others. Employers must establish a Respiratory Protection Program per the Respirators Rule (Chapter 296-842 WAC) to ensure proper use and care when respirators are necessary.
- Loose-fitting face masks or cloth face covers (e.g., scarves and homemade masks) may be voluntarily worn by workers as a best practice measure to prevent the wearer from transmitting droplets from coughs and sneezes; but they do not prevent inhalation of fine aerosols and are not protective in close proximity.
- Workers should not touch their mouth, nose, eyes, and nearby surfaces when putting on, using, and removing PPE and masks.

Other Protective Measures

- Update your Accident Prevention Program (APP) to include awareness and prevention measures for diseases and viruses.

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- Businesses are strongly encouraged to coordinate with state and local health officials so timely and accurate information can guide appropriate responses.

Resources

- Employers, please call a consultant near you or email DOSHConsultation@Lni.wa.gov for free help. Visit www.Lni.wa.gov/DOSHConsultation to learn more.
- From WA DOSH: www.Lni.wa.gov/safety-health/
- safety-topics/topics/coronavirus includes resources from CDC, OSHA, and WA DOH
- To find the Respirators rule (Chapter 296-842 WAC) and other workplace safety and health rules, visit: www.Lni.wa.gov/safety-health/safety-rules/ find-safety-rules/#term=&filter=all&page=1
- Employers should reference the CDC's, Interim Guidance for Businesses and Employers, found at www.cdc.gov/coronavirus/2019-ncov/community/ guidance-business-response.html
- Control and Prevention webpage from OSHA: www.osha.gov/SLTC/covid-19 ; www.osha.gov/Publications/OSHAFS-3747.pdf ; www.osha.gov/SLTC/covid-19/controlprevention.html
- Resources from Washington State Department of Health: www.doh.wa.gov/Emergencies/NovelCoronavirusOutbreak2020COVID19/
- Resources and Recommendations Upon request, foreign language support and formats for persons with disabilities are available. Call 1-800-547-8367. TDD users, call 711. L&I is an equal opportunity employer. PUBLICATION F414-164-000 [04-2020]

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Phase 2 Restaurant/Tavern Reopening COVID-19 Requirements

Phase 2: The restaurant/tavern must adopt a written procedure for dine-in service that is at least as strict as the Phase 2 procedure below and complies with all safety and health requirements.

Procedure for dine-in service:

Restaurant/tavern must ensure strict adherence to all measures established by the Governor's guidance, the Department of Labor & Industries (L&I) Coronavirus (COVID-19) Prevention: General Requirements and Prevention Ideas for Workplaces, and the Washington State Department of Health Workplace and Employer Resources & Recommendations (DOH). All businesses are strongly encouraged to require their customers to use cloth face coverings when interacting with their staff.

1. Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).
2. No bar seating is permitted during Phase 2. If an establishment has bar seating it must be closed off to prohibit use.
3. If the establishment does not offer table service, they must have protocols in place to ensure adequate social distancing at food and drink pick-up stations, and seating within their dining area.
4. All parties and tables must be 5 guests or less.
5. Guest occupancy must be 50% of maximum building occupancy or lower as determined by the fire code. Outdoor seating is permitted but must also be at 50% capacity. Outdoor seating does not count toward the building occupancy limit. Outdoor seating must follow all other requirements in this document.
6. Tables must be placed far enough apart when measured from occupied chair to occupied chair, to ensure dine-in guests seated at a table are a minimum of 6 feet away from guests at adjacent table, or there must be a physical barrier or wall separating booths or tables.
7. It is strongly suggested customers wear a cloth face covering anytime they are not seated at the table (while being seated or leaving, or while going to the restroom).
8. Buffets and salad bars are not permitted at this time but may be addressed through subsequent interpretive guidance.
9. If the establishment offers table service, create a daily log of all customers, and maintain that daily log for 30 days, including telephone/email contact information, and time in. This will facilitate any contact tracing that might need to occur.
10. Single use menus are required for in-person dining.
11. Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.
12. Restaurants must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
13. Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all their beverages/food/utensils, take their payment, etc.

Employee Safety and Health

The restaurant/tavern operating during Phase 2 has a general obligation to keep a safe and healthy facility in accordance with state and federal law, and comply with the following COVID-19 worksite-specific safety practices, as outlined in Governor Jay Inslee's "Stay Home, Stay Healthy" Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Requirements and Prevention Ideas for Workplaces and the Washington State Department of Health Workplace and Employer Resources & Recommendations at https://www.doh.wa.gov/Coronavirus/workplace. All businesses are required to post signage at the entrance to their business to strongly encourage their customers to use cloth face coverings when inside the business.

Employers must specifically ensure operations follow the main L&I COVID-19 requirements to protect workers, including:

- Educate workers in the language they understand best about coronavirus and how to prevent transmission and the employer's COVID-19 policies.
- Maintain minimum six-foot separation between all employees (and customers) in all interactions at all times. When strict physical distancing is not feasible for a specific task, other prevention measures are required, such as use of barriers, minimize staff or customers in narrow or enclosed areas, stagger breaks, and work shift starts.
- Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate or required to employees for the activity being performed. **Cloth facial coverings must be worn by every employee not working alone on the jobsite unless their exposure dictates a higher level of protection under Department of Labor & Industries safety and health rules and guidance.** Refer to Coronavirus Facial Covering and Mask Requirements for additional details. A cloth facial covering is described in the Department of Health guidance, https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/ClothFacemasks.pdf.
- Ensure frequent and adequate hand washing with adequate maintenance of supplies. Use disposable gloves where safe and applicable to prevent transmission on tools or other items that are shared.
- Establish a housekeeping schedule that includes frequent cleaning and sanitizing with a particular emphasis on commonly touched surfaces.
- Screen employees for signs/symptoms of COVID-19 at start of shift. Make sure sick employees stay home or immediately go home if they feel or appear sick. Cordon off any areas where an employee with probable or confirmed COVID-19 illness worked, touched surfaces, etc. until the area and equipment is cleaned and sanitized. Follow the cleaning guidelines set by the CDC to deep clean and sanitize.
- A site-specific COVID-19 Supervisor shall be designated by the employer at each job site to monitor the health of employees and enforce the COVID-19 job site safety plan.
- A worker may refuse to perform unsafe work, including hazards created by COVID-19. And, it is unlawful for their employer to take adverse action against a worker who has engaged in safety- protected activities under the law if their work refusal meets certain requirements.

- Employees who choose to remove themselves from a worksite because they do not believe it is safe to work due to the risk of COVID-19 exposure may have access to certain leave or unemployment benefits. Employers must provide high-risk individuals covered by Proclamation 20-46 with their choice of access to available employer-granted accrued leave or unemployment benefits if an alternative work arrangement is not feasible. Other employees may have access to expanded family and medical leave included in the Families First Coronavirus Response Act, access to use unemployment benefits, or access to other paid time off depending on the circumstances. Additional information is available at https://www.lni.wa.gov/agency/outreach/paid-sick-leave-and-coronavirus-covid-19-common-questions.

No restaurant may operate until they can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. No reopening inspections are required prior to a restaurant reopening provided they meet and maintain all requirements in this document.

All issues regarding worker safety and health are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH).

- Employers can request COVID-19 prevention advice and help from L&I's Division of Occupational Safety and Health (DOSH).
- Employee Workplace safety and health complaints may be submitted to the L&I DOSH Safety Call Center: (1-800-423-7233) or via e-mail to adag235@lni.wa.gov.
- General questions about how to comply with agreement practices can be submitted to the state's Business Response Center at https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5.
- All other violations related to Proclamation 20-25 can be submitted at https://bit.ly/covid- compliance.

Referenced from: https://hub.wahospitality.org/coronavirus-resource/official-phase-2-restaurant-tavern-reopening-requirements/

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Phase 2 restaurant & tavern reopening requirements:

Created on May 11, 2020. Last Updated on May 12, 2020, by Jillian Henze

Washington state has released the official requirements for restaurants and taverns to reopen in-house dining. Restaurants and taverns can reopen according to the guidelines below during Phase 2 of the governor's Safe Start Washington plan. If you are in one of the eight counties that has been approved to move into Phase 2, you may reopen as soon as you can meet the requirements of the guidelines. If not, you can begin making preparations today.

Official requirements

Phase 2: The restaurant/tavern must adopt a written procedure for dine-in service that is at least as strict as the Phase 2 procedure below and complies with all safety and health requirements.

Procedure for dine-in service:

Restaurant/tavern must ensure strict adherence to all measures established by the Governor's guidance, the Department of Labor & Industries (L&I) Coronavirus (COVID-19) Prevention: General Requirements and Prevention Ideas for Workplaces, and the Washington State Department of Health Workplace and Employer Resources & Recommendations (DOH). All businesses are strongly encouraged to require their customers to use cloth face coverings when interacting with their staff.

- Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).
- No bar seating is permitted during Phase 2. If an establishment has bar seating it must be closed off to prohibit use.
- If the establishment does not offer table service, they must have protocols in place to ensure adequate social distancing at food and drink pick-up stations, and seating within their dining area.
- All parties and tables must be 5 guests or fewer.
- Guest occupancy must be 50% of maximum building occupancy or lower as determined by the fire code. Outdoor seating is permitted but must also be at 50% capacity. Outdoor seating does not count toward the building occupancy limit. Outdoor seating must follow all other requirements in this document.
- Tables must be placed far enough apart when measured from occupied chair to occupied chair, to ensure dine-in guests seated at a table are a minimum of 6 feet away from guests at adjacent table, or there must be a physical barrier or wall separating booths or tables.
- It is strongly suggested customers wear a cloth face covering anytime they are not seated at the table (while being seated or leaving, or while going to the restroom).
- Buffets and salad bars are not permitted at this time but may be addressed through subsequent interpretive guidance.
- If the establishment offers table service, create a daily log of all customers, and maintain that daily log for 30 days, including telephone/email contact information, and time in. This will facilitate any contact tracing that might need to occur.
- Single-use menus are required for in-person dining.
- Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.
- Restaurants must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
- Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all their beverages/food/utensils, take their payment, etc.

Employee safety and health

The restaurant/tavern operating during Phase 2 has a general obligation to keep a safe and healthy facility in accordance with state and federal law, and comply with the following coronavirus worksite-specific safety practices, as outlined in Gov. Jay Inslee's Stay Home, Stay Healthy Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Requirements and Prevention Ideas for Workplaces and the Washington State Department of Health Workplace and Employer Resources & Recommendations at https://www.doh.wa.gov/Coronavirus/workplace. All businesses are required to post signage at the entrance to their business to strongly encourage their customers to use cloth face coverings when inside the business.

Employers must specifically ensure operations follow the main L&I coronavirus requirements to protect workers, including:

- Educate workers in the language they understand best about coronavirus and how to prevent transmission and the employer's coronavirus policies.
- Maintain minimum six-foot separation between all employees (and customers) in all interactions at all times. When strict physical distancing is not feasible for a specific task, other prevention measures are required, such as use of barriers, minimize staff or customers in narrow or enclosed areas, stagger breaks, and work shift starts.
- Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate or required to employees for the activity being performed. **Cloth facial coverings must be worn by every employee not working alone on the job site unless their exposure dictates a higher level of protection under Department of Labor & Industries safety and health rules and guidance.** Refer to Coronavirus Facial Covering and Mask Requirements for additional details. A cloth facial covering is described in the Department of Health guidance, https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/ClothFacemasks.pdf.
- Ensure frequent and adequate hand washing with adequate maintenance of supplies. Use disposable gloves where safe and applicable to prevent transmission on tools or other items that are shared.
- Establish a housekeeping schedule that includes frequent cleaning and sanitizing with an emphasis on commonly touched surfaces.
- Screen employees for signs/symptoms of coronavirus at start of shift. Make sure sick employees stay home or immediately go home if they feel or appear sick. Cordon off any areas where an employee with probable or confirmed coronavirus illness worked, touched surfaces, etc. until the area and equipment is cleaned and sanitized. Follow the cleaning guidelines set by the CDC to deep clean and sanitize.
- A site-specific COVID-19 Supervisor shall be designated by the employer at each job site to monitor the health of employees and enforce the COVID-19 job site safety plan.
- A worker may refuse to perform unsafe work, including hazards created by coronavirus. And, it is unlawful for their employer to take adverse action against a worker who has engaged in safety-protected activities under the law if their work refusal meets certain requirements.
- Employees who choose to remove themselves from a worksite because they do not believe it is safe to work because of the risk of coronavirus exposure may have access to certain leave or unemployment benefits. Employers must provide high-risk individuals covered by Proclamation 20-46 with their choice of access to available employer-granted accrued leave or unemployment benefits if an alternative work arrangement is not feasible. Other employees may have access to expanded family and medical leave included in the Families First Coronavirus Response Act,

access to use unemployment benefits, or access to other paid time off depending on the circumstances. Additional information is available at https://www.lni.wa.gov/agency/outreach/paid-sick-leave-and-coronavirus-covid-19-common-questions.

- **No restaurant may operate until it can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. No reopening inspections are required prior to a restaurant reopening provided they meet and maintain all requirements in this document.** All issues regarding worker safety and health are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH).
- Employers can request coronavirus prevention advice and help from L&I's Division of Occupational Safety and Health (DOSH).
- Employee Workplace safety and health complaints may be submitted to the L&I DOSH Safety Call Center: (1-800-423-7233) or via e-mail to adag235@lni.wa.gov.
- General questions about how to comply with agreement practices can be submitted to the state's Business Response Center at https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5.
- All other violations related to Proclamation 20-25 can be submitted at https://bit.ly/covidcompliance.

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WASHINGTON RETAIL ASSOCIATION

From the Washington Retail Association for safe opening. https://washingtonretail.org/wp-content/uploads/2020/05/WR-Retail-COVID-Safety-Operational-Plan-05.08.20-1.pdf

Retail COVID Safety Operational Plan

Making safety planning a priority to protect your employees and customers is essential to re- opening retail businesses after a pandemic. This Safety Operational Plan[1] provides you a list of requirements and recommendations from Washington State's Department of Health, Labor and Industries, and the federal government's Centers for Disease Control and Prevention.

When the entire retail sector is prepared to meet this challenge by giving consumers the assurance that the re-opening is gradual and well-thought out, customers would come back in confidence.

Preparation for re-opening

Please follow this checklist to prepare for each phase of your re-opening. Each item requires your regular assessment throughout each phase. We **highly recommend that you have a person assigned to review of these processes on a continuous basis** and to make sure Personal Protective Equipment (PPE), hand soap/sanitizers supplies are on hand sufficiently, as more employees and customers to return to the store.

Preparation Checklist:

- ☐ **Posters**: display the following required posters and information to inform employees about safe practices.
- ☐ COVID-19 Washington Labor and Industries (L&I)
- ☐ Germ Buster Hand Washing Washington Department of Health (DOH)
- ☐ Stop the Spread English Center for Disease Control (CDC)
- ☐ Stop the Spread Spanish Center for Disease Control (CDC)
- ☐ **PPE**: Create a plan to source and distribute PPE and a way to track inventory and/ or anticipate reordering due to pro-longed shipment or shortage of supplies.
- ☐ Face coverings - Employers can issue face coverings or can approve of employee supplied cloth face coverings.[2] For retail businesses, face covering is sufficient and would prevent competing for essential PPE healthcare workers need.
- ☐ Gloves – For employees whose hands are bothered by frequent washing, train them on the proper way to remove gloves without touching the outer layer. See this short RS Safety TV video.
- ☐ PPE disposal - provide a no-touch-to-open trash bin dedicated for used PPE disposal. Dispose the trash bag at the end of each workday.
- ☐ **Hand washing** needs to be available and employees must regularly wash their hands.

[1] For the latest version this Safety Operation Plan and other COVID safety and regulatory compliance updates, please visit Wa s h in gto n Reta il' s COVID Res o u rce Gu id e .

[2] L&I DOSH Directive 1.70, page 8, 04/27/2020

- ☐ **Cleaning products**: Create a plan to ensure sourcing and distributing cleaning products, accounting for existing and/or future shortages. Here is a list of cleaning products recommended by the Environmental Protection Agency (EPA) for COVID-19.
- ☐ **Breakroom**: Adjust seating in break rooms and other common areas to reflect social spacing practices.
- ☐ **Communication protocol with vendors:** notify vendors of re-opening, and any revised protocol as it relates to store entry, deliveries, paperwork, etc.
- ☐ **Pre-disinfect all areas**: workspaces, bathrooms, commonly used areas, and shared electronic equipment. Here is a list of cleaning products that are on the EPA's recommended list N: Disinfectants for Use Against SARS-CoV-2.
- ☐ **Consider cross-training**: If you do not bring back all your employees yet, consider cross training to ensure that you have staff in place to cover all functions necessary to keep your doors open. Providing procedures manual of the tasks in the shop is helpful.
- ☐ **Handling Returns and Exchanges:** Consider suspending or modifying return and exchange policies. Establish procedures for processing, handling, and disinfecting returns and exchanges such as: Require returned items to be sealed and stored separately. Employees who process returned items need proper PPE, disinfect items, and store them in isolation for a safe time period before returning them to sales floor.
- ☐ **Fitting Rooms:** Decide whether to re-open fitting rooms. Ensure fitting rooms are "customer ready" prior to any customer usage and sanitized after customer use.

Employee Training:

- ☐ Review COVID-19 virus basics
- ☐ Social distancing guidelines and expectations
- ☐ Personal health and body temperature monitoring at home
- ☐ Proper wearing of manufactured face coverings
- ☐ Where to dispose of used PPE
- ☐ How to make, wear, and launder cloth face coverings
- ☐ Cleaning protocol to safely and effectively use cleaning supplies

Additional Information:

- ☐ Janitorial Tip Sheet English Espanol
- ☐ Do you have employees who are at higher risk for illness? Review this CDC guidance.

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Phase I - Allow E-commerce, Contactless Curbside Pickup & Home Delivery

Now that you have prepared, implement safety protocols to allow contactless pickup and at home deliveries. During this phase, stores should be closed to the public with limited number of employees in stores to fulfill online orders and curbside pickups. Home delivery of merchandise should have similar protocols as curbside pickup.

Store Checklist:

- ☐ Inform workers about the steps being taken in the workplace to establish social spacing, increased handwashing, and to prevent the spread of the virus.
- ☐ Require managers or floor leads to observe workers and train to address behaviors that may put workers at risk.
- ☐ Encourage employees to take their temperature before reporting to work.
- ☐ Require employees who feel sick or who have a temperature over 100.4 degrees to stay home and report it to a supervisor immediately.
- ☐ Prohibit gatherings or meetings of employees of 10 or more during working hours, permit employees to take breaks and lunch outside, in their office/personal workspace, or in areas where proper social spacing is attainable.
- ☐ Restrict interaction between employees and outside visitors or truck drivers; implement touchless receiving practices if possible.
- ☐ Adjust training/onboarding practices to limit number of people involved and allow for six-foot spacing; use virtual/video/audio training when possible.
- ☐ Discourage employees from using colleagues' phones, desks, workstations, radios, handhelds/wearables, or other work tools and equipment.
- ☐ Prohibit handshaking and other unnecessary person to person contact in the workplace.
- ☐ Review Curbside/Pickup processes with employees performing this function.

PPE for Curbside:

- ☐ Require employees to wear face covering when taking merchandise to customer vehicle
- ☐ Place merchandise on the passenger seat or back seat
- ☐ Collect payment for unpaid merchandise: use wireless card reader and wipe down card reader for next use or take card to process in the store and return merchandise and card to customer

PPE for home delivery and/or installation services:

- ☐ Wear protective face coverings and gloves during at home delivery and/or installation services
- ☐ Ensure proper social spacing between employee and customer
- ☐ Clean and disinfect high contact surfaces throughout the duration of any installation.
- ☐ Clean and disinfect all surfaces upon completion
- ☐ Clean and disinfect all tools and supplies used throughout delivery or installation upon leaving the home

If an employee becomes sick during the shift:

- ☐ Send employee home immediately
- ☐ Clean and disinfect their workspace surfaces immediately

- ☐ Compile and trace those with whom the employee had contacts two days prior to having symptoms
- ☐ Coworkers who had contact within six feet of the employee two days prior is considered exposed

Phase II - Re-open Stores to the Public, with Social Spacing Protocols and Reduced Occupancy

During this phase, retailers open their stores to the public with robust health and safety protocols in place to mitigate and, ideally, prevent the spread of the COVID-19.

Store Checklist:

- ☐ Retail store occupancy limits. When retailers lack staff to closely monitor customer flow, the recommendation is to reduce store occupancy to between 20 to 50%, of the stated maximum store capacity according to section 1004.5 of the National Fire Code. Alternatively, applying a threshold of no more than five customers per 1,000 square feet excluding employees, may also be appropriate.
- ☐ Place distance markers outside the store for waiting customers while maintaining physical distance; assign employees to assist customers waiting to enter.
- ☐ Place conspicuous signage at entrances and throughout the store alerting staff and customers to the required occupancy limits, six-foot physical distance, and policy on face covering. See this signage toolkit.
- ☐ Establish hours of operation, wherever possible, that permit access solely to high risk individuals, as defined by the CDC.
- ☐ Demarcate six feet of spacing in check-out lines to guide appropriate social spacing
- ☐ Ensure six-foot distance between customers and cashiers and baggers, except when collecting payments and/or exchanging goods.
- ☐ Arrange contactless pay options, pickup, and/or delivery as much as possible.
- ☐ If customer prefers cash/check payments, the employee **shall** properly sanitize hands or dispose of gloves right after completing the transaction and before waiting on the next customer.

Hygiene:

- ☐ Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal.
- ☐ Have employees engage in repeated handwashing/sanitization throughout the workday.
- ☐ Provide sanitization materials, such as hand soap, hand sanitizer, and sanitizing wipes to employees.

Sanitization:

- ☐ Require frequent sanitization of high-touch areas like restrooms, fitting rooms, doors, PIN pads, and common areas including items like the shopping cart handle.

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- ☐ Ensure operating hours allow downtime between shifts for thorough cleaning
- ☐ Provide sanitization materials, such as sanitizing wipes, to employees to clean handhelds/wearables, scanners, radios, or other work tools and equipment before/after use.
- ☐ Clean and disinfect high-touch areas routinely, particularly in spaces that are accessible to staff, customers, and suppliers.
- ☐ Ensure cleaning procedures following a known or potential exposure in a facility comply with CDC recommendations for cleaning and disinfection.
- ☐ Have deep cleaning response plan in place should an associate become COVID positive.

Protective Face Coverings:

- ☐ Require workers, contractors, and drivers to wear face coverings while on the premises.
- ☐ Strongly encourage customers to wear face coverings while on the premises.
- ☐ Post signage for customers to understand the importance of wearing face coverings.

Additional Information:

- ☐ CDC's Interim Guidance for Businesses and Employers to Plan and Respond to COVID-19 for further considerations to reduce overall risk of exposure in the workplace.
- ☐ Reusable Shopping Bags - Unless prohibited by local mandates, allow customers to use their own reusable shopping bags **only if** customers pack the bags themselves.

Phase III - Establish Protection, Then Lift All Restrictions

Retailers encourage state governments to rely on the CDC, state health departments, and other health experts to determine when to move to Phase III. During this final phase, retailers will have the discretion to remove COVID-related operational protocols except for those related to enhanced sanitization and screening practices.

The proposed retail health and safety protocols are designed to maintain sanitization while returning operations to the new normal, consistent with health experts' guidance.

Sanitization:

- ☐ Provide sanitization materials, such as hand soap, hand sanitizer, and sanitizing wipes to staff.
- ☐ Sanitize frequently high-touch areas like restrooms, breakrooms, credit card machines, keypads, counters, and shopping carts.
- ☐ Clean and disinfect high-touch areas routinely, particularly in spaces that are accessible to staff, customers, and suppliers, and ensure cleaning procedures following a known or potential exposure in a facility are following CDC recommendations.

Employee Guidelines:

- ☐ Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal.
- ☐ Encourage employees to frequently handwash/sanitize throughout the workday.
- ☐ Separate employees who become sick during the day and send home.
- ☐ Encourage employees to not come to work when they do not feel well.

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City of Poulsbo Summer Fair Application
200 NE Moe Street, Poulsbo, WA 98370
(360) 394-9880

A Summer Fair: Poulsbo Washington 2020

In concert with the Washington State Governors guidance which asked for reduced capacity for retail, restaurant and bar businesses, the city of Poulsbo's Summer Fair program creates a way to address the need to expand business footprints onto public rights-of-way or in privately owned parking lots without meeting certain city code and application requirements.

Temporary Outdoor Areas on Private Property:

Restaurants and retail establishments with access to private sidewalks or private parking may utilize these areas for outdoor dining and retail merchandise display areas, in accordance with the public safety standards outlined within this brochure. **Written consent from the landlord is required.**

Temporary Outdoor Areas on Public Property:

Restaurants and retail establishments with access to public sidewalks or on-street parking may utilize these areas for outdoor dining and retail merchandise display areas, in accordance with the public safety standards outlined within this brochure, including the supplemental standards for business uses in the public right-of-way. Written consent from the landlord is required. Some instances require written approval from the City of Poulsbo, see below.

Public Safety Standards

In the interest of public safety, the following requirements will be applicable to all restaurants and retail businesses in the City of Poulsbo that utilize any City rights-of-way for outdoor seating or display.

Temporary Outdoor Seating and Retail Merchandise Display shall:

1. Any tents over 120 square feet require a Building Permit Application from the City of Poulsbo.
2. Provide five feet clearance for all walkways.
3. No business, dining area, or merchandise display area entrance or exit can be blocked.
4. Not exceed the currently allowed occupancy for the business.
5. Shall be configured and maintained in a way that follows all Social Distancing guidelines as required by Federal, State, County and CDC requirements. Including but not limited to, six-foot separation between patrons, staff to wear masks, and sanitize all seating areas between each use.
6. No parking for disabled persons may be repurposed for restaurant or retail use.

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7. Retail establishments shall monitor the outdoor merchandise display areas to limit the number of patrons to not exceed the number of permitted people in one area per the Federal, State, County and CDC requirements.
8. Provide temporary buffers (if proposed in parking areas, parking bays or parking lots) by way of potted plants, traffic cones, or otherwise distinguish between the parking area and temporary outdoor seating or merchandise display. **Please provide a map to Poulsbo city clerks office for review and approval.**
9. No goods for sale nor food related items may be stored or remain outdoors overnight. Tables, chairs, and any other furniture utilized for outdoor dining shall be gathered and secured each night in a manner to prevent their scattering about during any inclement weather and wind overnight and otherwise when not in use.
10. Be directly in front of the tenant space containing the eating or drinking establishment or retail establishment unless the owner of the property agrees in writing to an extension of the outdoor seating area to areas of adjoining tenants. **Please provide a copy of the written approval to the City of Poulsbo clerks department.**
11. If alcoholic beverages will be served outdoors, the business must have proof that the extended outdoor areas are included with their license from the State of Washington.
12. No sound production or reproduction machine or device (including, but not limited to musical instruments, loud-speakers, and sound amplifiers) shall be used, operated, or played in the outdoor area at a volume that is any louder than necessary for the convenient hearing of persons within the outdoor area, and that would disturb the peace, quiet, or comfort of adjoining properties.
13. Hours of operation of the outdoor seating area and outdoor merchandise display area shall be the same as those for the eating or drinking establishment or retail store.
14. Maintain a clear distance of at least five feet from any alley, crosswalk, fire hydrant, or similar public or emergency access feature in or near the sidewalk. A greater clear distance may be required where necessary to ensure use of the public or emergency access feature. **Please provide a map to the city clerks office of the area intended for use.**
15. Dining or display areas cannot block access for Police and Fire Rescue vehicles.
16. Must be kept clean and all garbage and debris associated with the outdoor use area must be contained to the area and removed for disposal.
17. Any use of City and, private parking areas, public parking areas or public open space for restaurant and retail use pursuant to this program shall comply with all applicable fire, life safety, and ADA requirements. Outdoor activity cannot create a hazardous condition.
18. To utilize this new guidance, please submit a cover letter and copies of all required documents to the city clerk. These documents will include a map of the area requested, and other documents necessary as described in these listed criteria.

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City of Poulsbo Summer Fair Application
200 NE Moe Street, Poulsbo, WA 98370
(360) 394-9880

Please answer all questions completely. Additional pages may be attached. A map must be attached with the application and certificate of insurance.

BUSINESS INFORMATION

Name of business: _____

Location of business: _____

Business owner name:_____

Business owner phone number: _____ Email: _____

State of Washington UBI #: _____

LOCATION INFORMATION

Location/description of the space to be used:

Is the above location in front of your business: ☐ Yes ☐ No If no, please attach letter of permission from business owner whose space is next to the above-described location.

Date to begin use of space: _____

SAFETY

Please describe how the space will be used. Attach a map with a diagram of the space, detailing temporary buffers and 5-foot setbacks to alleys, crosswalks, and fire hydrants.

To be completed by staff: ☐ Map/diagram included ☐ Certificate of Insurance ☐Permission letter included (if applicable)

Date received: _____ Date Approved: _____ Approver: _____

DRAFT

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:20 PM) Race Equity Task Force Workplan Item Related to Recommendation for the Formation of a Standing Advisory Committee - Councilmember Nassar

SUMMARY:
At the July 7 Study Session, the City's Race Equity Task Force (RETF) provided an update to the City Council on the status of their 2020 workplan activities. As part of that discussion, the potential for a recommendation related to the creation of a standing advisory committee was raised.

The RETF is preparing to return to Council in August with additional information on key tasks within their workplan, including the status of planned training programs with GARE, and community outreach activities. As part of that briefing, the RETF would also like to bring forward a proposal for Council consideration to create a standing advisory committee. Before taking up work to develop that proposal, RETF members would like to confirm whether the City Council supports having the RETF include this item in their 2020 workplan.

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

RECOMMENDED MOTION:
I move to approve the Race Equity Task Force to work to develop a proposal for Council consideration on the formation of a standing advisory committee, as part of their 2020 workplan.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:30 PM) Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Works,

SUMMARY: Design services to decommission the West Eagle Harbor sewer beach mains and design of the Sunday Cove, Lovell Avenue, Wood Avenue, and Wing Point Pump Stations.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION: I move to forward the Lovell Avenue Sewer Beach Mains Design Professional Services Agreement to the August 11, 2020 Consent Agenda and to authorize the City Manager to bring forward a second quarter budget amendment of $45,000 from the Sewer Fund for the Lower Lovell Pump Station Project, as well as move $200,000 in Sewer funds for the Sunday Cove Gravity Sewers Project currently programmed in 2022 to the current year.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:	
Amount:	$872,293
Ongoing Cost:	
One-Time Cost:	$872,293
Included in Current Budget?	Yes

BACKGROUND: This project includes decommissioning the West Eagle Harbor sewer beach mains and design of the Sunday Cove, Lovell Avenue, Wood Avenue, and Wing Point Pump Stations. The project will also include individual new residential side sewers and grinder pumps. The City held a "virtual" public outreach meeting on the project on July 8th, a copy of which can be found on the City's project website.

The City solicited requests for qualifications from the Municipal Research Services Center (MRSC) Consultant Roster. City staff interviewed responsive firms and Skillings Connolly, Inc. was selected as the most qualified consultant to prepare the design in the amount of $872,293.

Design and construction of the facilities are expected to be completed between 2020 and 2026.

ATTACHMENTS:

Professional Services Agreement - Skillings Connolly.docx

Lovell Sewer Presentation.pptx

FISCAL DETAILS: Sewer Capital Improvement Plan:

Rehabilitate Wing Point Pump Station: Budget=$100,000; Expenditure=$99,207

Wood Avenue Pump Station and Force Main: Budget=$750,000; Expenditure=$416,853

Rehabilitate Lower Lovell Pump Station: Budget=$125,000; Expenditure=$166,416 (Budget request=$45,000)

Rehabilitate Sunday Cove Pump Station: Budget=$150,000; Expenditure=$79,238

Sunday Cove Gravity Sewers: Budget=$200,000; Expenditure=$110,579 (Budget request to move funds from 2022 to 2020)

Fund Name(s): Sewer Fund

Coding: See Fiscal Details

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Skillings Connolly, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with the design and preparation of contract documents for the decommissioning of the West Eagle Harbor sewer beach mains, design of an upland redirect of sewer flows to gravity and grinder pumps/force mains, including the rehabilitation of the Lovell Avenue and Sunday Cove pump stations, and the construction of a new pump station in Wood Avenue. Rehabilitation of the Wing Point sewer pump station is also included for the purpose of consolidation of services ; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2021, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Eight Hundred Seventy-Two Thousand Two Hundred Ninety-Three dollars ($872,293);

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
To the Consultant:	Skillings Connolly, Inc. 5016 Lacy Boulevard SE Lacey, WA 98503 Attention: Colleen Haerr

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

SKILLINGS CONNOLLY, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

ATTACHMENT B
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK

Prepared for:

CITY OF BAINBRIDGE ISLAND
2020-21 SANITARY SEWER IMPROVEMENTS
March 3, 2020

Introduction

The City of Bainbridge Island (City) maintains West Eagle Harbor Beach Sewer main (Beach main) through a series of cleanouts which can only be accessed during low tide conditions. The City TV inspection records of the main show that there are numerous sags, bellies, and joint separations caused by inadequate pipe support from the surrounding soils. The main is only accessible for maintenance through a series of cleanouts during low-tide conditions. The City has decided to abandon the existing Beach main and redirect beach flows. The main is divided into two sections, referred to as the north (north of the Lower Lovell Lift Station) and south (south of the Lower Lovell Lift Station). The existing segment of the South Beach main between manhole 6-17 and Manhole 6-21F will continue to be used to convey sewage to the proposed Wood Ave. Pump station project. This section is in good condition, is located above the Ordinary High-Water Mark (OHWM) and is accessible by manholes instead of cleanouts.

To accomplish the redirection of flows, the City has decided to move forward with the following three projects which are included in the City's Capital Improvement Program (CIP)

1. South Sunday Cove Sanitary Sewer Improvements
2. Lower Lovell Sanitary Sewer Improvements
3. Wood Ave. Sanitary Sewer Improvements

The City has decided to also move forward with a fourth project which is included in the City's CIP but is not connected to the West Eagle Harbor Beach Sewer main. The fourth project is the Wing Point Sewer Lift Station Rehabilitation project. See Figure 1.

4. Wing Point Sewer Lift Station Rehabilitation project

The objective of the work effort outlined in this scope of work is to prepare the plans, specifications and engineer's estimate of probable cost to construct each of the four projects listed above. One overarching scope of work Task for project management, public involvement/public outreach and environmental permitting is provided to encompass all four projects.

Affiliated with each of the above four projects are the following tasks:

- Obtain signed right of entry documents to perform topographic survey on private lots.
- Easement acquisition and negotiation. Easements will be required for those parcels requiring a grinder pump and in areas where a new lift station or gravity sewer will be constructed on a private parcel. Skillings will include in this scope of work the tasks to prepare a written offer and provide negotiations to acquire the necessary easements from private property owners.
- Coordination with Property owners where rerouting of side sewers and installation of grinder pumps is required.
- Environmental permitting.
- Public outreach/ Open house meeting

Figure 1

THE CITY OF BAINBRIDGE ISLAND SEWER
IMPROVEMENT PROJECT 2020
WING POINT PUMP STATION
EX. MH NO. 6-21F
EX. MH NO. 6-17
PROPOSED WOOD AVENUE PUMP STATION
LOWER LOVELL PUMP STATION
SOUTH SUNDAY COVE PUMP STATION

Skillings will provide the services for the tasks listed below:

TASK 100 PROJECT MANAGEMENT

Project Management includes the day to day coordination and management of the project to assure adequate resources are made available and the schedule and budget are consistent with the contract documents.

Assumptions:

- Correspondence with the client will be through emails, phone calls.
- It is assumed there will be 8 in-person status/plan review meetings at the City offices.
- It is assumed the work will have a duration of twelve months from the notice to proceed.
- When the work described in this SOW is complete, the City will decide how the projects will be bid. Based on the City's decision and direction, Skillings will provide a separate SOW and fee to prepare the bid packaging and provide construction contract management.
- Hultz/BHU will provide electrical engineering as a subconsultant to Skillings.
- PanGEO Engineering Consultants will provide geotechnical engineering as a subconsultant to Skillings.
- Preparation of the Bid Documents will be considered additional services and will be scoped after the finalization of the PS&E for each of the four projects.
- Bid, Add and Award support and Construction Contract Administration is not included in this Scope of Work. This work will be added upon completion of the design phase and will be added with a supplement.

Tasks:

1. Schedule, coordinate, and attend up to eight (8) meetings with the City of Bainbridge Island.
2. Provide monthly invoices with Earned Value Reports and Progress Reports.
3. Schedule, coordinate, and attend teleconferences with the City of Bainbridge Island to review project design elements.
4. Coordination with sub-consultants
5. Prepare a master list of deliverables
6. Provide ongoing project management including Principle Quality Assurance and Quality Control (QA/QC) of all deliverables.
7. Attend one project open house/ public outreach meeting. Prepare project posters and informational handouts.
8. Meet with City to review each of the projects' scope and estimated probable cost to construct. The City will provide direction on packaging of the individual projects as all one project, or as a combination of the individual projects. Prepare scope of work for Bid, Add and Award and construction support services.

Deliverables:

- Monthly invoices and earned value reports and progress reports
- Meeting minutes from client coordination meetings.
- Materials for the public outreach meeting; project poster boards and informational handouts.
- Master list of deliverables
- Meeting Minutes
- Scope of work for next phase(s)

TASK 110 ENVIRONMENTAL PERMITTING – WEST EAGLE HARBOR PROJECTS

This environmental permitting Task 200 will be performed by Skillings for the three West Eagle Harbor projects:

1. South Sunday Cove Sanitary Sewer Improvements (Includes the abandonment of the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place).
2. Lower Lovell Sanitary Sewer Improvements
3. Wood Ave. Sanitary Sewer Improvements

1. STATE ENVIRONMENTAL PROTECTION ACT (SEPA) CHECKLIST

Assumptions:

- The City will be the lead agency for the SEPA permit.
- SEPA submittal requires a minimum of 30% site plan design to include in the permit applications showing proposed improvements. One SEPA Checklist will be submitted for all of the West Eagle Harbor proposed projects listed above. This scope of work includes one encompassing SEPA submittal.
- City will submit and complete public notice of application required for the SEPA process.
- Once the SEPA DNS (Determination of Non-Significance) has been issued, Firm will notify WDFW through the online APPS Portal for final notice for issuance for the Hydraulic Project Approval (HPA) permit.

Tasks:

1. Firm will prepare the SEPA Checklist for the West Eagle Harbor projects.
2. Firm will submit a Draft SEPA Checklist with supporting documentation for review by the City.
3. Firm will make changes per comments from City.
4. Firm will submit completed SEPA Checklist with attachments to the City for submittal.

Deliverables:

- Draft SEPA Checklist for the West Eagle Harbor projects with supporting documentation (PDF File).
- Completed SEPA Checklist package for submittal.
- SEPA DNS Letter once approved and issued by City (PDF, Email).

2. SHORELINE MANAGEMENT PLAN (SMP) SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT OR EXEMPTION

Assumptions:

- One Shoreline permit application will be prepared for all West Eagle Harbor projects listed above.
- The Shoreline Substantial Development Permit or Exemption permit will be prepared per Bainbridge Island Municipal Code (BIMC) 16.12.
- The following submittal requirements apply to the Shoreline Management Plan application:
  - Basic Site Plan, with the following information:
  - Location of Ordinary High-Water Mark (OHWM)
  - Location of Shoreline Buffer
  - Location of Shoreline Structure View Setback
  - Shoreline Dimensional Setbacks
  - Location of native vegetation and significant trees
- No Net Loss Documentation:

- Submit a Site-specific Analysis – The site-specific analysis must be completed by a qualified professional
- Additional documents to be submitted with the package if required and dictated by site conditions and project design requirements:
  - Wetland Delineation
  - Geotechnical Report
  - Bluff Management Plan
  - Utilities Plan
  - Site Assessment Review
  - SEPA Checklist
- If a formal wetland delineation is required based on the site assessment review, an additional supplement to delineate the wetland will be required.

Tasks:

1. Firm will conduct a site visit.
2. Firm will prepare the Shoreline Master Program Application Package.
3. Firm will Submit the Shoreline Master Program Application Package to the City for review and comments.
4. Firm will make changes to the Shoreline Master Program Application Packet upon review & comments from the City.
5. Firm will submit the completed Shoreline Master Program Application to the City for permitting.

Deliverables:

- Draft Shoreline Master Program Application Package (PDF File).
- Completed Shoreline Master Program Application Package (PDF File).

3. USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA for HPA option)
WASHINGTON DEPARTMENT OF FISH & WILDLIFE, HYDRAULIC PROJECT APPROVAL (HPA)

Assumptions:

- The JARPA will be submitted for the West Eagle Harbor projects, utilizing the JARPA for HPA option.
- All project work that falls below the MHHW elevation requires a permit application through the US. Army Corps. of Engineers.
- The existing Beach main will be abandoned in place. A JARPA permit application for the abandonment of the sewer pipe will be required, and will be included in the encompassing application.
- Sand Lance and Smelt spawning has not been identified by WDFW along the proposed project area associated with the Beach Sewer Main Decommissioning, therefore a forage fish survey will not be required unless requested by WDFW. If requested Forage Fish Survey tasks will be scoped and added as a supplement at a later time.
- According to the Washington Department of Natural Resources, Puget Sound Seagrass Monitoring map, eelgrass does not inhabit any areas within the project area, therefore an eelgrass delineation will not be required unless requested by WDFW or DNR. If requested Eelgrass Delineation tasks will be scoped and added as a supplement at a later time.

Tasks:

1. Firm will prepare the JARPA for HPA option for the West Eagle Harbor projects.
2. Firm will prepare the Project Plan Exhibits in the USACE required format.

3. Firm will complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).
4. Firm will submit the JARPA for HPA option package to the City for review.
5. Upon review by the City, Firm will make changes and updates before submittal to the USACE.
6. Firm will submit the JARPA through the USACE online process.
7. Firm will apply assigned permit nomenclature to the JARPA package once issued by the USACE.
8. Firm will respond to comments from the USACE as the permit process proceeds to permit issuance.
9. Firm will assist the City with USACE JARPA compliance as needed throughout the design, permitting and construction process.

Deliverables:

- JARPA for HPA option package for the West Eagle Harbor project, for review by City (PDF file)
- Biological Evaluation for ESA
- Completed JARPA for HPA option package for submittal to the USACE (PDF File)
- USACE Permit notifications while under review (Email copies)
- UASCE Permit issuance documentation once approved (PDF & Email)

TASK 120 ENVIRONMENTAL PERMITTING – WING POINT PUMP STATION REHABILITATION PROJECT

1. STATE ENVIRONMENTAL PROTECTION ACT (SEPA) CHECKLIST

Assumptions:

- The City will be the lead agency for the SEPA permit.
- SEPA submittal requires a minimum of 30% site plan design to include in the permit applications showing proposed improvements. One SEPA Checklist will be submitted for the West Point pump station project.
- City will submit and complete public notice of application required for the SEPA process.
- Once the SEPA DNS (Determination of Non-Significance) has been issued, Firm will notify WDFW through the online APPS Portal for final notice for issuance for the Hydraulic Project Approval (HPA) permit.

Tasks:

1. Firm will prepare the SEPA Checklist for the Wing Point pump station project.
2. Firm will submit a Draft SEPA Checklist with supporting documentation for review by the City.
3. Firm will make changes per comments from City.
4. Firm will submit completed SEPA Checklist with attachments to the City for submittal.

Deliverables:

- Draft SEPA Checklist with supporting documentation (PDF File).
- Completed SEPA Checklist package for submittal.
- SEPA DNS Letter once approved and issued by City (PDF, Email).

2. SHORELINE MANAGEMENT PLAN (SMP) SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT OR EXEMPTION

Assumptions:

- One Shoreline permit application will be prepared for the Wing Point pump station rehabilitation project.

- The Shoreline Substantial Development Permit or Exemption permit will be prepared per Bainbridge Island Municipal Code (BIMC) 16.12.
- The following submittal requirements apply to the Shoreline Management Plan application:
  - Basic Site Plan, with the following information:
  - Location of Ordinary High-Water Mark (OHWM)
  - Location of Shoreline Buffer
  - Location of Shoreline Structure View Setback
  - Shoreline Dimensional Setbacks
  - Location of native vegetation and significant trees
- No Net Loss Documentation:
  - Submit a Site-specific Analysis – The site-specific analysis must be completed by a qualified professional
- Additional documents to be submitted with the package if required and dictated by site conditions and project design requirements:
  - Wetland Delineation
  - Geotechnical Report
  - Bluff Management Plan
  - Utilities Plan
  - Site Assessment Review
  - SEPA Checklist
- If a formal wetland delineation is required based on the site assessment review, an additional supplement to delineate the wetland will be required.

Tasks:

1. Firm will conduct a site visit.
2. Firm will prepare the Shoreline Master Program Application Package for the Wing Point project.
3. Firm will Submit the Shoreline Master Program Application Package to the City for review and comments.
4. Firm will make changes to the Shoreline Master Program Application Packet upon review & comments from the City.
5. Firm will submit the completed Shoreline Master Program Application to the City for permitting.

Deliverables:

- Draft Shoreline Master Program Application Package for the Wing Point project (PDF File).
- Completed Shoreline Master Program Application Package (PDF File).

3. USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA for HPA option)
WASHINGTON DEPARTMENT OF FISH & WILDLIFE, HYDRAULIC PROJECT APPROVAL (HPA)

Assumptions:

- The JARPA will be submitted for the Wing Point pump station rehabilitation project, utilizing the JARPA for HPA option.
- All project work that falls below the MHHW elevation requires a permit application through the US. Army Corps. of Engineers.
- Sand Lance and Smelt spawning has not been identified by WDFW along the proposed project area associated with the Beach Sewer Main Decommissioning, therefore a forage fish survey will not be required unless requested by WDFW. If requested Forage Fish Survey tasks will be scoped and added as a supplement at a later time.

- According to the Washington Department of Natural Resources, Puget Sound Seagrass Monitoring map, eelgrass does not inhabit any areas within the project area, therefore an eelgrass delineation will not be required unless requested by WDFW or DNR. If requested Eelgrass Delineation tasks will be scoped and added as a supplement at a later time.

Tasks:

1. Firm will prepare the JARPA for HPA option for the Wing Point pump station rehabilitation project.
2. Firm will prepare the Project Plan Exhibits in the USACE required format.
3. Firm will complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).
4. Firm will submit the JARPA for HPA option package to the City for review.
5. Upon review by the City, Firm will make changes and updates before submittal to the USACE.
6. Firm will submit the JARPA through the USACE online process.
7. Firm will apply assigned permit nomenclature to the JARPA package once issued by the USACE.
8. Firm will respond to comments from the USACE as the permit process proceeds to permit issuance.
9. Firm will assist the City with USACE JARPA compliance as needed throughout the design, permitting and construction process.

Deliverables:

- JARPA for HPA option package for review by City (PDF file)
- Biological Evaluation for ESA
- Completed JARPA for HPA option package for submittal to the USACE (PDF File)
- USACE Permit notifications while under review (Email copies)
- UASCE Permit issuance documentation once approved (PDF & Email)

Pump Station Specific Scope of Work

In addition to the overarching scope of work items (Project Management, Public Outreach and Environmental Permitting, the project scope of work is separated by the specific work effort required for each individual pump station. The intent is to provide four (4) separate PS&E packages, one for each pump station. The abandonment of the West Eagle Harbor Beach Sewer Main North section, is included in the S. Sunday Cove sewer improvement project. When the PS&E is completed for the four projects, the City will determine how they want to package the bid documents; i.e.: individually, a combination, or all.

The scope of work for each pump station is organized as follows:

I. Sunday Cove Sanitary Sewer Improvements	**Task 200**
II. Lower Lovell Sanitary Sewer Improvements	**Task 300**
III. Wood Avenue Pump Station	**Task 400**
IV. Wing Point Pump Station Rehabilitation	**Task 500**

I. PROJECT DESCRIPTION - SOUTH SUNDAY COVE SANITARY SEWER IMPROVEMENTS

General Project Understanding

This project includes the rehabilitation of the Lower Lovell sewer lift station

The existing gravity sewer main between existing sanitary sewer manhole (SSMH) no. 777A and no. 888, plus the side sewers shown on Figure 3 attached, flow by gravity to the north section of the West Eagle Harbor Beach Sewer Main which is planned to be abandoned. This project will redirect the flows from nine parcels to the existing Sunday cove lift station by constructing a new gravity sewer main.

The key elements of this project are:

- Design an approximate 350 LF 8-inch diameter gravity sewer line from new SSMH no. 1 to existing SSMH no 5-46. The proposed alignment of the 8-inch sewer line includes construction under an existing retaining wall. The new 8-inch line will redirect the sewer flow from the Lower Lovell pump station (currently via the Beach main) to the South Sunday Cove pump station.
- Design re-routed side sewers on four lots, connect to new 8-inch gravity sewer line. Rerouting of the side sewers for the two existing shoreline houses will require a grinder pump.
- Prepare the PS&E to rehabilitate the Sunday Cove pump station. The existing lift station is a wet pit/dry pit configuration with two 25 hp pumps and a capacity of 490 gpm each. The Sunday Cove Lift Station pumps to the Highway 305 Tributary Basin.
- Prepare PS&E to abandon the Beach sewer main in place.

TASK 200 SOUTH SUNDAY COVE SURVEY

Survey requirements for this project include topographic survey for the construction of 350 LF of proposed gravity sewer line shown on Figure 3. This project includes installation of two new grinder pumps on two private lots. The Skillings licensed Land Surveyor will prepare a temporary construction easement document for all privately owned lots requiring sewer improvements. Permanent easements will be completed under a future construction management scope of work. Topographic survey which is necessary to prepare a detailed drawing to show the extent of improvements needed to disconnect and reroute the existing side sewer to the new 8-inch gravity sewer line will be obtained. The detailed drawing of each lot with a rerouted side sewer will be included in the South Sunday Cove Improvement plan set. Since the Beach main is to be abandoned, four side sewers will be rerouted to the proposed gravity line between existing manhole no. 5-46 and proposed manhole No. 1 as shown on Figure 3.

Assumptions:

- Title reports will be provided by the City for tax parcel No's. 8066, 8077, 8078, 8122 and 8025.
- No surveying will be required outside of tax parcel No's. 8066, 8077, 8078, 8122 and 8025.
- A Record of Survey Map will be not required.
- New easement areas will not be staked in the field.
- Firm will obtain rights of entry to the site, as needed to complete the survey.
- The survey topographic limits are defined in the attached exhibit map titled "Sunday Cove Survey Limits".

Task Description:

1. Review title reports for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points.
4. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.
5. Topographic Survey of the area depicted in red on the attached Figure 2 Survey Limits map.
6. Process field data and develop AutoCAD base map.
7. Coordinate with City staff and measure the size, depth, diameter and elevation of pipe structures within the existing pump station.
8. Prepare temporary construction easement exhibit and legal description for construction of the gravity sewer line, grinder pumps and rerouted side sewers from sewer main to the grinder pump.
9. Provide QA/QC for deliverables.

Deliverables:

- AutoCAD Topographic Survey base map.
- Temporary Construction Easement descriptions and exhibit maps.
- Right of entry documents

Figure 2

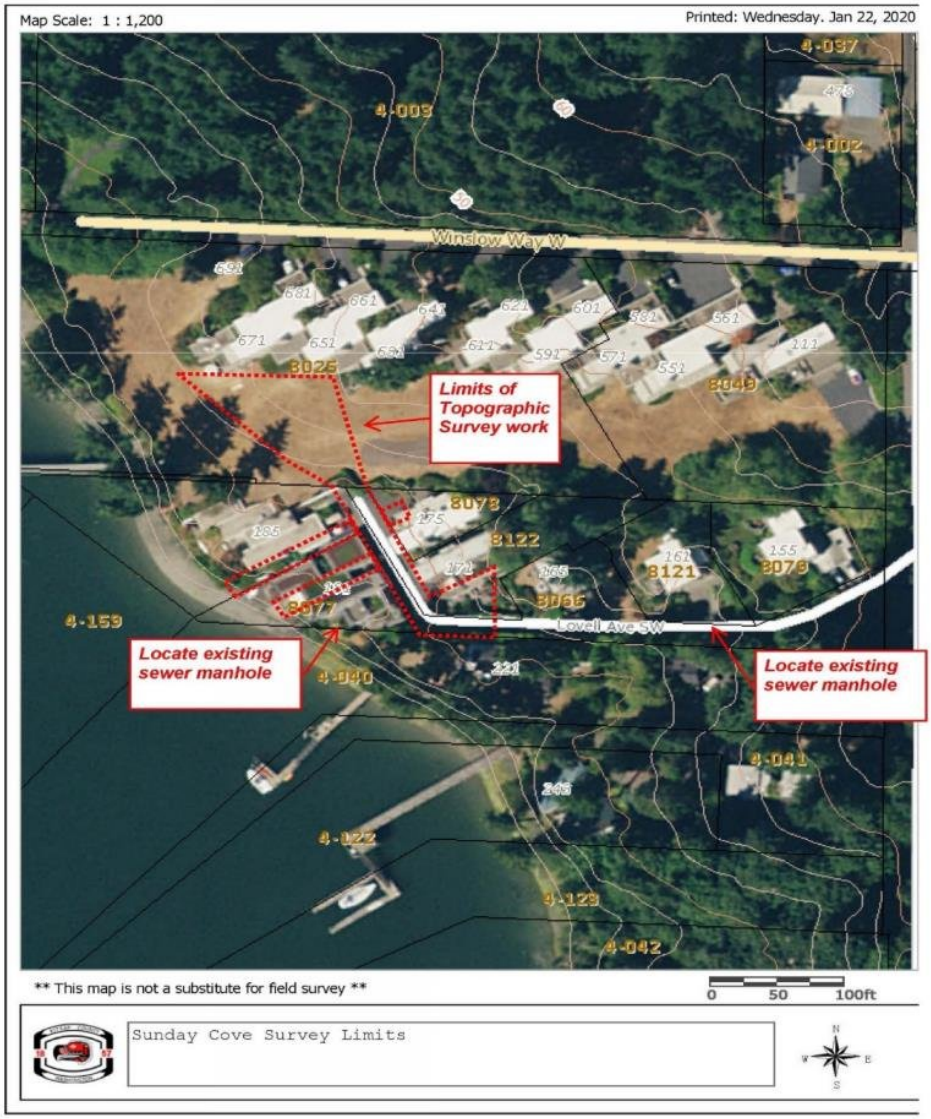
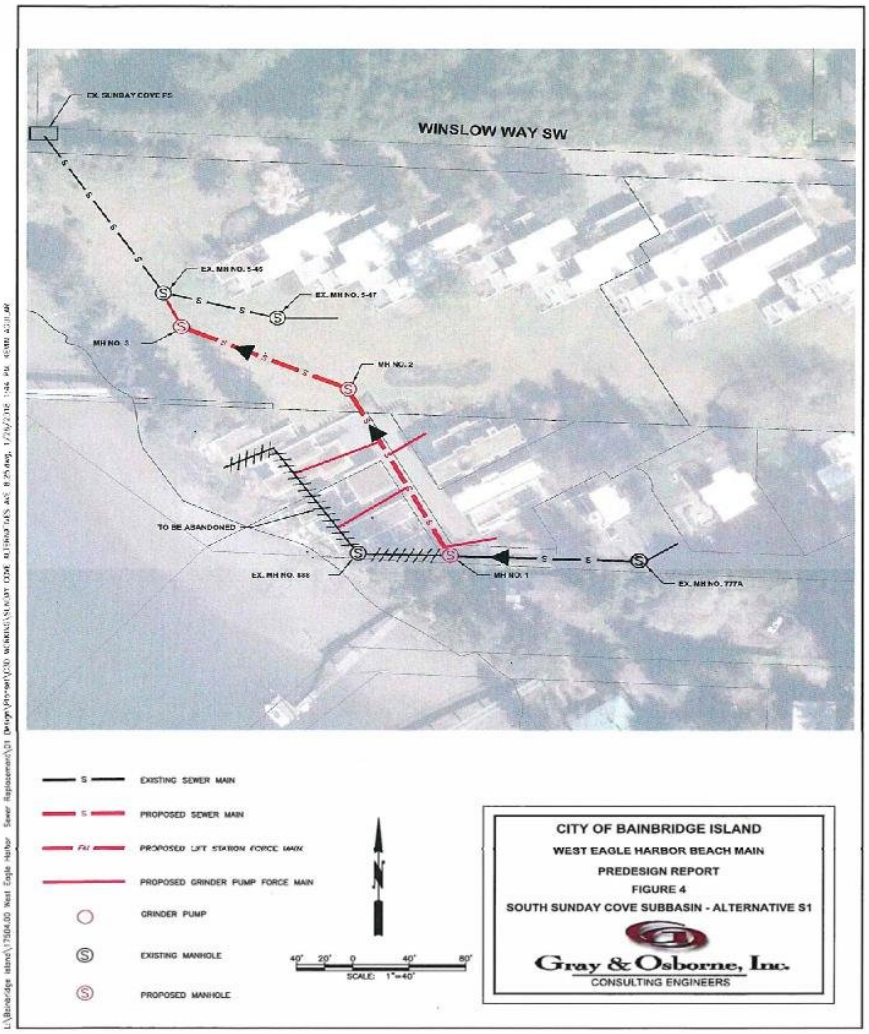


Figure 3


WINSLOW WAY SW
EX. SUNDAY COVE PS
EX. MH NO. 5-45
EX. MH NO. 5-47
MH NO. 3
MH NO. 2
TO BE ABANDONED
EX. MH NO. 888
MH NO. 1
EX. MH NO. 777A
EXISTING SEWER MAIN
PROPOSED SEWER MAIN
PROPOSED LIFT STATION FORCE MAIN
PROPOSED GRINDER PUMP FORCE MAIN
GRINDER PUMP
EXISTING MANHOLE
PROPOSED MANHOLE
N
40' 20' 0 40' 80'
SCALE: 1"=40'
CITY OF BAINBRIDGE ISLAND
WEST EAGLE HARBOR BEACH MAIN
PREDESIGN REPORT
FIGURE 4
SOUTH SUNDAY COVE SUBBASIN - ALTERNATIVE S1
Gray & Osborne, Inc.
CONSULTING ENGINEERS

TASK 210 SUNDAY COVE PRELIMINARY DESIGN (30% PLANS)

Assumptions:

- An improvement plan will be prepared for each private residential lot requiring a grinder pump. It is assumed that the homeowner's electrical services have adequate capacity and does not require upgrading in order to add the grinder pump connections.
- It is assumed that no unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by Hultz BHU or Skillings, such as electrical power quality issues, special permit process or reviews, etc.
- It is assumed that the replacement of the existing force main in Winslow Wy is not included in this project. It is assumed that the condition of the existing force main in Winslow Way SW is adequate and will not require a condition assessment for corrosion, leaking, or air release valve replacement.
- Temporary bypass pumping plans and specifications will be provided with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the South Sunday Cove basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Sunday Cove Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- Hultz/BHU will provide electrical engineering for the pump station, as required.
- PanGEO geotechnical engineering will provide a geotechnical investigation to verify that the approximate 350 LF of gravity sewer line can be constructed with an open cut trench.
- In accordance with WAC 173-240-0305 and verification received from the State Dept of Ecology (Ecology), the PS&E for this project will not be required to be submitted to Ecology for review and approval, based on the Orange Book criteria stating:

  "If the local government entity has received department approval of a general sewer plan and standard design criteria, engineering reports and plans and specifications for sewer line extensions, including pump stations, are not required to be submitted for approval. In this case the entity need only provide a description of the project and written assurance that the extension is in conformance with the general sewer plan. However, in the following situations specific department approval is necessary for sewer line extensions before construction:

  (a) The proposed sewers, or pump stations involve installation of overflows or bypasses; or

  (b) The proposed sewers, pump or lift stations discharge to an overloaded treatment, collection, or disposal facility."

Tasks:

1. Coordinate with affected utility companies. Locate existing utilities.
2. Provide sub-consultant coordination
3. Review existing documents provided by others.
4. Conduct a site review to inspect the pump station and prepare a pre-design report which documents the existing condition and recommends specific improvements.
5. Prepare the 30% design plans for 350 LF gravity sanitary sewer pipe. Verify required pipe diameter in the engineering report.
6. Prepare two separate plans to reroute each Sanitary Side Sewer on the two lots, north of the proposed gravity sewer main shown on Figure 4. Include the lot improvement plans in the Sunday Cove PS&E. Show all work items to be constructed by the Contractor to reroute the side sewers.

7. Prepare the plans to reroute Sanitary Side Sewer for the two shoreline lots. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications.
8. Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).
9. Prepare preliminary Predesign Report documenting sewer flows to the lift station, wet well design, pump sizing, valves, pump station site plan. Evaluate existing force main size and flow velocity. Utilize topographic survey to confirm the total dynamic head elevation. Review upgrades to the existing controls, alarm system, rails, and lift rings for the new pumps. Review high alarm records obtained from City. Address Sea Level Rise based on the current model recommended by City.
10. Prepare the 30% Pump Station rehabilitation Improvement Plans.
11. Prepare Quantity Take-off Notebook.
12. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
13. Prepare project Specifications outline.
14. Prepare 30% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place. This drawing will be used in the environmental permit applications.
15. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Preliminary Improvement plans for the gravity sewer line.
- Preliminary improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- Preliminary improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- Preliminary Engineer's Estimate of Probable Cost to Construct.
- Draft predesign report for the rehabilitation of the existing Sunday Cove sewer lift station.
- Prepare 30% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 220 SUNDAY COVE (60% PLANS)

Assumptions:

- A determination has been made on the adequacy of the force main size in Winslow Way.
- Skillings has met with the City and reviewed the 30% PS&E submittal. Comments received from the City will be incorporated into the 60% design.
- O&M Manuals will be prepared during the Construction Administration phase of work.

Tasks:

1. Update the Design Documentation File.
2. Prepare final engineering design report.
3. Prepare 60% Pump Station rehabilitation improvement plans.
4. Update Quantity take-off Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Plan and Profile of gravity sewer line.
7. Prepare surface restoration drawings on private property and street right of way.
8. Prepare 60% Project Specifications (special provisions for non-standard construction items).
9. Prepare 60% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
10. Provide QA/QC of the 60% PS&E package.

Deliverables:

- 60% Improvement plans and profile for the gravity sewer line.
- 60% improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- 60% improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- 60% Engineer's Estimate of Probable Cost to Construct.
- Final engineering design report for the rehabilitation of the existing Sunday Cove sewer lift station.
- 60% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 225 SUNDAY COVE EASEMENT NEGOTIATIONS

After approval of the 30% plans and after the City's comments have been incorporated into the plans, the firm will prepare the preliminary easement descriptions, (survey Task) and will be ready to meet with the property owners to commence acquisition negotiations for the permanent and temporary construction easements.

Assumptions:

- The City will provide preferred easement document forms.
- The City will pay the negotiated cost of the easement and associated recording fees.
- The City will submit the documents for recording.
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements.
- Firm will schedule negotiations with as many parcel owners as possible for each day on site.
- Firm will meet a maximum of two (2) times with each property owner for negotiations.

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.
2. Contact five (5) property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the proposed permanent and temporary construction easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final documents for the temporary construction easements and submit to the City.

Deliverables:

- Minutes of minutes held with City.
- Meeting minutes (record of negotiations) with property owners.
- Final signed temporary construction easement documents.

TASK 230 SUNDAY COVE (90% PLANS)

Assumptions:

- The City has reviewed the 60% submittal. Skillings has reviewed the submittal with the City. The City's comments will be incorporated into the 90% design submittal.

Tasks:

1. Update the Design Documentation Notebook.
2. Conduct a Plan-in-Hand and site visit
3. Prepare 90% Pump Station improvement plans. Incorporate City's review comments.
4. Update Quantity Take-off Notebook.
5. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 90% Project Specifications (special provisions for non-standard construction items).
7. Prepare 90% Plan and Profile of gravity sewer.
8. Prepare 90% surface restoration drawings on private property and street right of way.
9. Prepare 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
10. Provide QA/QC of the 90% PS&E package

Deliverables:

- 90% Pump Station improvement plans.
- 90% Project Specifications.
- 90% Improvement plans for the gravity sewer line.
- 90% improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- 90% improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- 90% Engineer's Estimate of Probable Cost to Construct.
- 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 240 SUNDAY COVE FINAL DESIGN

Assumptions:

- The City has reviewed the 90% submittal. Skillings has reviewed the submittal with the City. Comments will be incorporated into the 90% design submittal.
- The Engineer's Estimate of Probable Cost to Construct will be based on assumption the pump station will be a standalone project. Should the project be bundled with other pump stations, the costs may require adjustments depended on the selected package.
- All CAD files will NOT be consolidated into 1 master file. This task will be included in the future construction support/management scope of work.
- Sub-consultants will submit an E-Transmit file separate from that of Skillings.

Tasks:

1. Prepare final pump station 100% PS&E.
2. Maintain Design Documentation File.
3. Prepare Design Closeout Documentation File.
4. Prepare Final PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
5. Provide QA/QC of the final PS&E documents.

6. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- Signed, stamped Final PS&E set for pump station, one 11"x17" paper copy, one electronic PDF copy.
- Final PS&E, signed and stamped, to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place, one paper and one electronic PDF copy.
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

II. PROJECT DESCRIPTION - LOWER LOVELL SANITARY SEWER IMPROVEMENTS

This project includes the installation of grinder pumps on the seven waterfront lots that currently discharge directly to the north segment of the Beach sewer main which is planned to be abandoned. Six of the water front lots are on the west side of Lovell Ave SW. The side sewers for these six lots will be re-routed to the existing gravity main in Lovell Ave. SW. The side sewer for the seventh lot will be re-routed directly to the Lower Lovell lift station wet well. See Figure 13.

A site plan will be prepared for each lot showing the work items necessary to re-route the side sewer from the beach main to the existing gravity sewer line on Lovell Ave SW.
This project also includes the rehabilitation of the Lower Lovell sewer lift station. Skillings will inspect the station and prepare a pre-design report documenting the existing conditions and provide recommendations for specific improvements.

TASK 300 LOWER LOVELL SURVEY

Figure 4 titled Lovell Survey Limits shows the area of the topography survey that will be prepared for this project. The Skillings licensed Land Surveyor will prepare a temporary construction easement document for all privately owned lots requiring sewer improvements. Permanent easements will be completed under a future construction management scope of work. Topographic survey which is necessary to prepare a detailed drawing to show the extent of improvements needed to disconnect and reroute the existing side sewer to the new 8-inch gravity sewer line will be obtained. The detailed drawing of each lot with a rerouted side sewer will be included in the South Sunday Cove Improvement plan set.

Task Assumptions:

- Title reports will be provided by the City for tax parcel No's. 4-046, 4-132, 4-131, 4-043, 4-041, 4-122 and 4-078.
- No surveying will be required outside of tax parcel No's. 4-046, 4-132, 4-131, 4-043, 4-041, 4-122 and 4-078.
- City will provide right-of-way deed for Lovell Ave. SW.
- New easement areas will not be staked in the field.
- Firm will have obtained rights of entry to the site, as needed to complete the survey.
- The project limits are defined in the attached exhibit map titled "Lovell Survey Limits".

Task Description:

1. Review title reports for the affected parcels for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points.

4. Obtain right of entry from private property owners on 7 lots. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.
5. Topographic Survey of the area in red depicted on the attached exhibit map titled "Lovell Survey Limits". The Rim elevations will be obtained for the two existing sewer manholes on Lovell Ave SW. The manhole rims and sewer inverts at the manhole will be obtained from the City's prior survey data. The two datums will be compared and calibrated.
6. Coordinate with City staff and measure the size, depth, diameter and elevation of pipe structures within the existing pump station.
7. Process field data and develop AutoCAD base map.
8. Prepare temporary construction easement exhibit and legal description.
9. Provide QA/QC of the Base Map and easements.

Deliverables:

- AutoCAD Topographic survey base map.
- Temporary Construction Easement descriptions and exhibit maps.
- Right of entry documents.

Figure 4

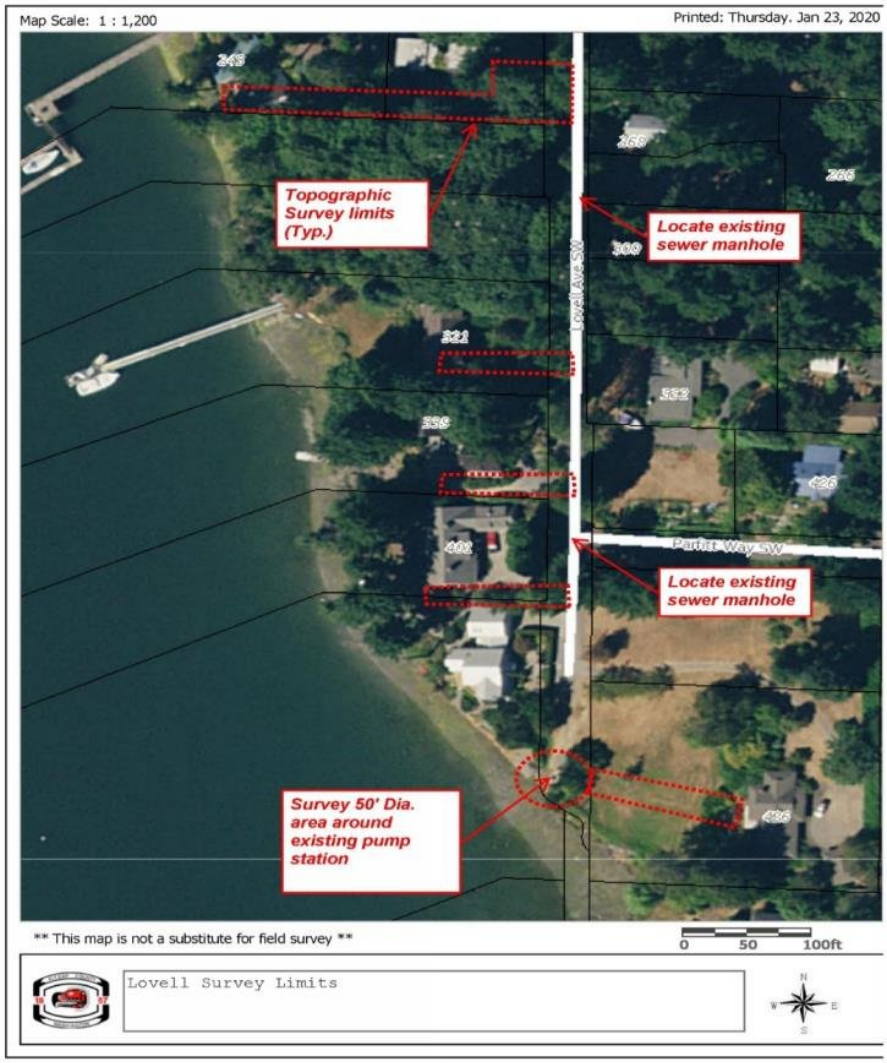
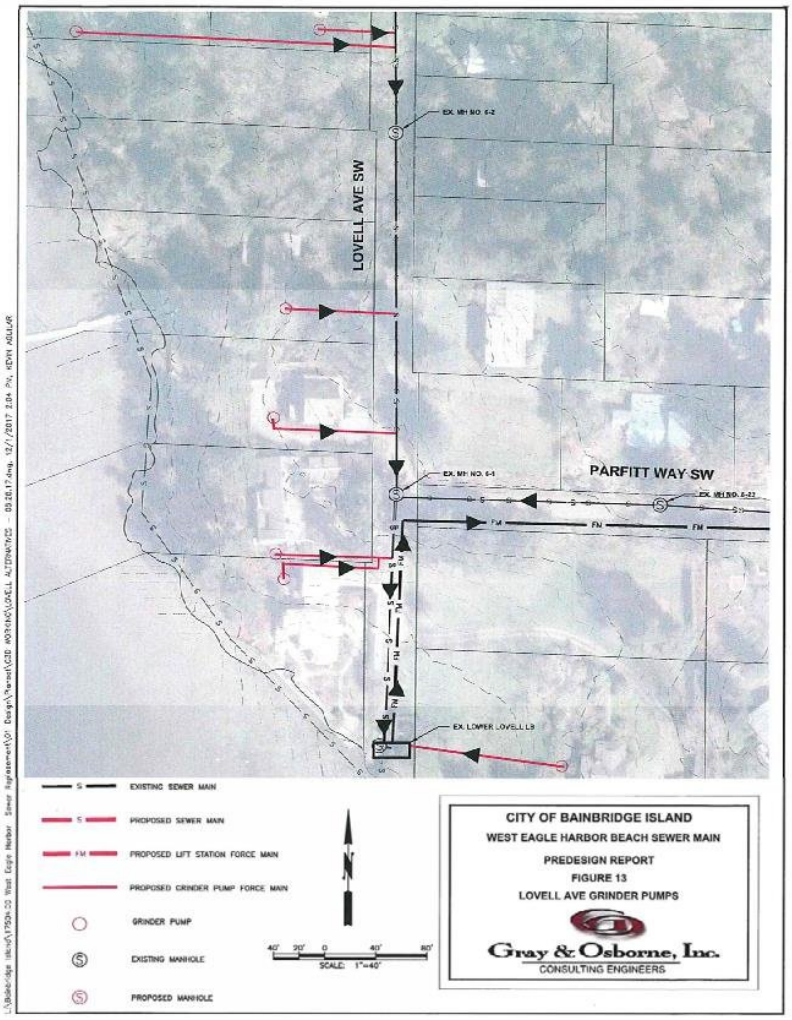

Map Scale: 1 : 1,200
Printed: Thursday, Jan 23, 2020
Topographic Survey limits (Typ.)
Locate existing sewer manhole
Lovell Ave SW
Locate existing sewer manhole
Survey 50' Dia. area around existing pump station
** This map is not a substitute for field survey **
0 50 100ft
Lovell Survey Limits

Figure 5


LOVELL AVE SW
PARFITT WAY SW
EX. MH NO. 6-2
EX. MH NO. 6-1
EX. LOWER LOVELL LS
EXISTING SEWER MAIN
PROPOSED SEWER MAIN
PROPOSED LIFT STATION FORCE MAIN
PROPOSED GRINDER PUMP FORCE MAIN
GRINDER PUMP
EXISTING MANHOLE
PROPOSED MANHOLE
SCALE: 1"=40'
CITY OF BAINBRIDGE ISLAND
WEST EAGLE HARBOR BEACH SEWER MAIN
PREDESIGN REPORT
FIGURE 13
LOVELL AVE GRINDER PUMPS
Gray & Osborne, Inc.
CONSULTING ENGINEERS

TASK 310 LOVELL AVE. PRELIMINARY DESIGN (30% PLANS)

Assumptions:

- No improvements will be made to the existing gravity sewer line and force main in Lovell Ave SW.
- A separate improvement plan will be prepared for each private residential lot requiring a grinder pump. It is assumed that the homeowner's electrical services will not require upgrading in order to add the grinder pump connections.
- It is assumed that no unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by Hultz BHU or Skillings, such as electrical power quality issues, special permit process or reviews, etc.
- Temporary bypass pumping plans and specifications will be provided with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the Lovell Ave basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Lovell Ave Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- Hultz/BHU will provide electrical engineering as a sub-consultant.

Tasks:

1. Prepare Design Documentation Notebook, (to be updated throughout the design process).
2. Prepare a preliminary Pre-design Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well condition, replacement or improvement. Document proposed valves. Check adequacy of the size of existing sewer gravity and force main in Lovell Ave SW. Address Sea Level Rise.
3. Prepare the 30% pump station rehabilitation improvement plans.
4. Prepare 30% project specifications outline for the rehabilitation of the pump station.
5. Prepare Quantity Take-off Notebook.
6. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
7. Coordinate with affected utility companies. Locate existing utilities.
8. Review existing documents provided by others.
9. Site inspection of existing sewer lift station.
10. Provide sub-consultant coordination.
11. Prepare 30% plans and specifications for improvements on the 7 lots requiring grinder pumps and the re-routing of the Sanitary Side Sewers. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications. Plans shall include the connection of the pressure sewer to the existing gravity sewer in Lovell Ave SW.
12. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Project 30% Pre-design engineering report.
- 30% PS&E for the rehabilitation of the Lovell lift station.
- 30% PS&E for the rerouting of side sewers on 7 lots.
- 30% Engineer's Estimate of Probable Cost to Construct.

TASK 320 LOWER LOVELL (60% PLANS)

Assumptions:

- The City has reviewed and approved and provided comments on the 30% design plans and draft engineering design report.
- The 30% design plans will be used to begin the permitting process.
- The existing utilities have been located by the utility agencies.

Tasks:

1. Update Design Documentation File.
2. Prepare final engineering design report.
3. Prepare 60% Pump Station rehabilitation improvement plans.
4. Prepare 60% Project Specifications (special provisions for non-standard construction items).
5. Update Quantity Take-off Notebook.
6. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
7. Prepare 60% Improvement Plans of rerouted side sewers to 7 lots. Improvement plan for each lot shall show installation of proposed grinder pump, connection to existing residential electrical panel and connection to existing gravity sewer on Lovell Ave SW.
8. Prepare surface restoration drawings on private property and street right of way.
9. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- Final engineering design report.
- 60% PS&E for the rehabilitation of the Lovell lift station.
- 60% PS&E for the rerouting of side sewers on 7 lots.
- 60% Engineer's Estimate of Probable Cost to Construct.

TASK 325 LOVELL EASEMENT NEGOTIATIONS

After approval of the 30% plans and after the City's comments have been incorporated into the plans, the firm will be ready to meet with the property owners to commence acquisition negotiations for the easements. The preparation of the easement descriptions for the temporary construction easements and the permanent easements will have been completed in survey Task 300.

Assumptions:

- The City will provide preferred easement document forms
- The City will pay the negotiated cost of the easement and associated recording fees
- The City will submit the documents for recording
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements
- Firm will schedule negotiations with as many parcel owners as possible for each day on site
- Firm will meet a maximum of two (2) times with each property owner for negotiations

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.

2. Contact seven (7) property owners to schedule first negotiations meeting. Firm will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final temporary construction documents and submit final easement documents to the City.

Deliverables:

- Minutes of meetings held with City.
- Meeting minutes (record of negotiations) with property owners
- Final signed temporary construction easement documents.

TASK 330 LOVELL (90% PLANS)

Assumptions:

- The City has reviewed and commented on the 60% submittal and provided comments.

Tasks:

1. Conduct Plan-in-hand site review
2. Update Design Documentation Files.
3. Prepare Pump Station rehabilitation improvement plans, incorporating the City's review comments.
4. Prepare 90% Specifications (special provisions for non-standard construction items).
5. Update Quantity Take-off Notebook.
6. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
7. Prepare 90% improvement plans for the 7 private lots requiring re-routing of the side sewers and installation of a grinder pump.
8. Prepare surface restoration drawings on private property and street right of way
9. Provide QA/QC of 90% PS&E documents
10. Submit 90% PS&E documents to the City

Deliverables:

- 90% PS&E for the rehabilitation of the Lovell lift station.
- 90% PS&E for the rerouting of side sewers on 7 lots.

TASK 340 LOVELL FINAL DESIGN

Assumptions:

- The City has reviewed the 90% submittal. Comments received from the City will be incorporated into the final submittal.

Tasks:

1. Advance design per 90% review comments. Prepare 100% Plans.
2. Prepare 100% Specifications.
3. Provide QA/QC on final PS&E
4. Prepare Final Engineer's Estimate of Probable Cost to Construct.

5. Finalize Quantity takeoff Notebook
6. Finalize Design Documentation File.
7. Submit to City for final approval.
8. Prepare Design Closeout Documentation.
9. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

1. Final PS&E for the rehabilitation of the Lovell lift station. (one paper 11"x 17" copy, one electronic PDF copy)
2. Final PS&E for the rerouting of side sewers on 7 lots. (one paper 11"x17" copy, one electronic PDF copy)
3. AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

III. PROJECT DESCRIPTION – WOOD AVE PROPOSED PUMP STATION

A new sewer lift station with submersible pumps will be constructed south of the intersection of Wood Ave SW and Stetson Place. This preferred alternative W2 (per the G&O Report) is shown on attached Figure 7. The new lift station will pump north to the existing gravity system on Parfitt Way SW. This project includes the continual use of approximately 350 LF of the Beach Main from Manhole 6-17 to Manhole 6-21F. (See Figure 7)

Construction of approximately 80 LF of 8-inch gravity sewer from Manhole 6-17 to the new lift station is recommended in the project pre-design report (dated Feb 2018 and prepared by Gray & Osborne, Inc.). The pre-design report recommends the connection from MH 6-17 to the new pump station be constructed with an auger bore. It is anticipated the work will have to be accomplished from the water side.

Key elements of this project include:

- New sewer lift station with submersible pumps.
- Installation of five (5) individual grinder pumps on residential lots located to the west of the proposed lift station. Construct gravity sewer to the proposed wet well if possible.
- Installation of two (2) grinder pumps on Stetson Place. Determine if gravity connection or pressure line connection to the wet well is the best option.
- Construction of approximately 600 LF of force main in the public road right of way, from the proposed lift station to exist MH 3-5 located at the intersection of Wood Ave SW and Parfitt Way SW.
- Construct approximately 80 LF of sewer line from existing SSMH no. 6-17 to the proposed lift station wet well.
- Negotiations for construction and utility Easement acquisitions.

TASK 400	WOOD AVE SURVEY

Assumptions:

- Title reports will be provided by the City for tax parcel No's. 1-062, 4-079, 1-085, 1-065, 1-060, 1-059, 1-090, 8048, 001-00 and 1-063.
- No surveying will be required outside of tax parcel No's. 1-062, 4-079, 1-085, 1-065, 1-060, 1-059, 1-090, 8048, 001-00 and 1-063, 002-00.

- City will provide right-of-way deeds for Wood Ave. SW and Stetson Pl. SW.
- A Record of Survey Map will be not required.
- New easement areas will not be staked in the field.
- Firm will have rights of entry to the site, as needed to complete the survey.
- The project limits are defined in the attached exhibit map titled “Wood Ave Survey Limits”.
- Rights of entry will be obtained by Firm, City to mail letters on City letterhead.
- On site meetings with property owners for Rights of Entry will be limited to one meeting.

Tasks:

1. Review title reports for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points. Topographic Survey of the area depicted in red on the attached exhibit map.
4. Obtain right of entry from private parcel owners. Skillings to provide letter and form requiring signature from property owner. City to mail letters on City letterhead. Firm will communicate with property owner.
5. Process field data and develop AutoCAD base map.
6. Prepare temporary construction easement exhibit and legal description.
7. Provide QA/QC for base map and easement documents

Deliverables:

- AutoCAD base map.
- Signed rights of entry documents.
- Temporary Construction Easement descriptions and exhibit maps.

Figure 6

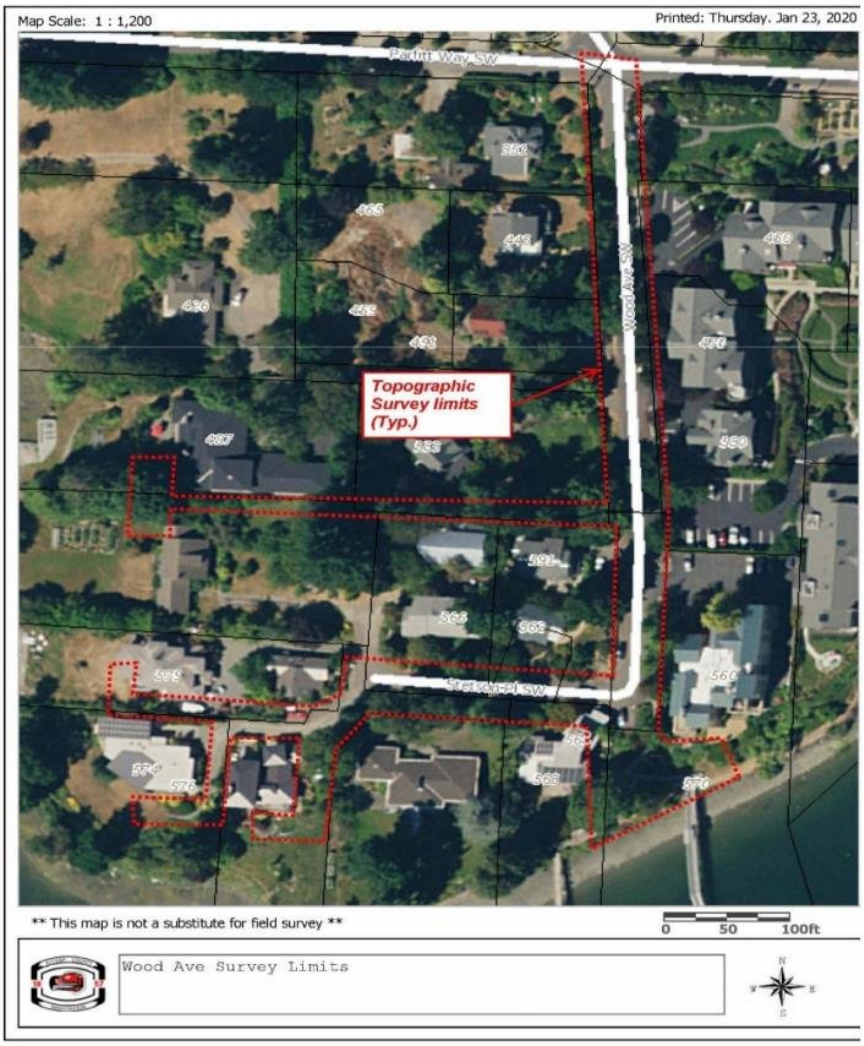
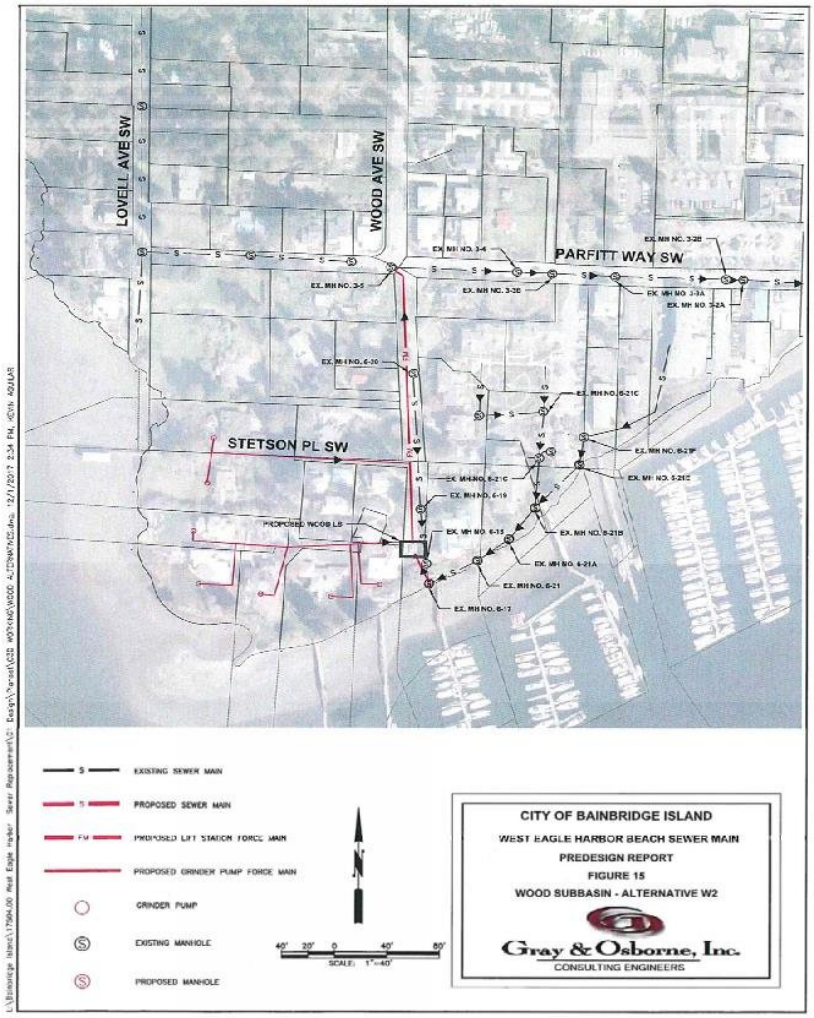

Map Scale: 1 : 1,200
Printed: Thursday. Jan 23, 2020
Parfitt Way SW
Wood Ave SW
Topographic Survey limits (Typ.)
** This map is not a substitute for field survey **
0 50 100ft
Wood Ave Survey Limits

Figure 7


LOVELL AVE SW
WOOD AVE SW
PARFITT WAY SW
STETSON PL SW
PROPOSED WOOB LS
EXISTING SEWER MAIN
PROPOSED SEWER MAIN
PROPOSED LIFT STATION FORCE MAIN
PROPOSED GRINDER PUMP FORCE MAIN
GRINDER PUMP
EXISTING MANHOLE
PROPOSED MANHOLE
CITY OF BAINBRIDGE ISLAND
WEST EAGLE HARBOR BEACH SEWER MAIN
PREDESIGN REPORT
FIGURE 15
WOOD SUBBASIN - ALTERNATIVE W2
Gray & Osborne, Inc.
CONSULTING ENGINEERS

TASK 410	WOOD AVE. PRELIMINARY DESIGN (30% PLANS)

Assumptions:

- The Wood Ave pump station will be designed as a duplex submersible pump station.
- The PS&E for this project will not be submitted to Ecology for approval. A General Sewer Plan amendment (Amendment) will be acceptable to Ecology.
- The location of the new pump station will require work zone traffic control because of the limited access at the site.
- Firm will consult with PanGEO geotechnical engineering. Firm will utilize geotechnical report dated November 17, 2017, prepared by PanGEO for design considerations for the pump station. However, this report states that land use, site conditions (both off and on-site), or other factors including advances in the understanding of applied science, may change over time and could materially affect the findings. Therefore, the report should not be relied upon after 24 months from its issuance. PanGEO will prepare a supplement to the report dated November 17, 2017.
- Additional soils explorations will be required for the gravity and force-main sewer lines. Additional geotechnical exploration and consultation will be provided by PanGEO as a subconsultant to Skillings for the Wood Ave. project.
- The Geotechnical critical area report per SMP requirements, with Steps 1,2 and 3 Forms will be prepared by the Geotechnical subconsultant and is included in the PanGEO geotechnical engineering scope of work.

Tasks:

1. Setup and maintain the Design Documentation File.
2. Prepare 30% Predesign Engineering Report documenting sewer design flows for peak hour flow, and low flow operation, design wet well volume, provide pump sizing calculations, valves, sewer design plans of grinder pumps, water hammer analysis in the force mains and sizing of the gravity sanitary sewers and force main.
3. Prepare the 30% pump station improvement plans.
4. Prepare Quantity Take-off Notebook.
5. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 30% project specifications outline.
7. Provide utility coordination: Coordinate with the affected utility companies. Determine electrical power availability to meet pump station demands. Locate existing utilities in conflict with proposed improvements. Contact utilities for requirements to provide electrical and water service to the proposed sewer lift station location.
8. Review existing documents provided by others.
9. Research feasible alternatives for installing the sewer pipe from the MH on the beach to the new pump station, i.e. micro-tunneling, directional boring, etc. Review alternatives with the City and PanGEO geotechnical engineering.
10. Research feasible alternatives for construction of the deep wet well, i.e. open excavation, auger, pile/lagging. Review alternatives with the City. Meet with PanGEO geotechnical engineers to discuss the predesign geotechnical data report they prepared dated 11-17-17. Discuss construction methods recommendations.
11. Provide coordination with environmental regarding shoreline impacts and permitting requirements.
12. Research and implement OSHA access requirements for confined space.
13. Include corrosion control in the design of the wet well. Evaluate the potential for hydrogen sulfide in the wet well.

14. Prepare site plan for proposed lift station. Provide access for maintenance vehicles, check turning radius and parking requirements. Provide low maintenance landscaping. Provide appropriate security against vandalism. Prevent access by public.
15. Prepare plans, profile sheet for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
16. Prepare plan sheets for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer lines.
17. Prepare plan and profile sheets for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson Pl SW.
18. Prepare plans for each of the two lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer. Determine if the electrical connection can be made to existing electrical control panel or if a new panel will be required.
19. Prepare plan and profile sheets for the construction of a gravity sewer line from existing SSMH no. 6-17 to the proposed wet well.
20. Prepare plan and profile sheets for 600 LF Sanitary Force-main in Wood Ave SW within existing right of way. Provide pig launch facility for maintenance.
21. Prepare Odor and Corrosion control design for the pump station.
22. Prepare the Civil/Mechanical/Electrical plans for the new Wood Ave. Pump Station
23. Coordinate with sub-consultant on the preparation of the electrical plans for the pump station. (Electrical plans to be provided by Hultz/BHU as a subconsultant).
24. Coordinate with sub-consultant on the preparation of the Emergency Generator plan, specification and estimate, and the noise attenuation design.
25. Prepare Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
26. Address telemetry requirements for high water/pump/power failure options in the design of the proposed lift station. Provide coordination with the City and the sub-consultant.
27. Prepare Amendment to the City General Sewer Plan (GSP). The Amendment will include the project specific information requested in WAC 173-240-050 such as a description of the proposed project, the flow and loads to the existing WWTP from the project, discussion of various alternatives evaluated, a discussion of the cost per service in terms of both debt service and operation and maintenance costs, of the new pump station facility because it was not included in the original GSP.
28. Submit GSP Amendment to Ecology. Address review comments and resubmit final to DOE and the City.
29. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Supplemental and updated Geotechnical Report (by subconsultant)
- 30% engineering pre-design report.
- 30% PS&E for the force-main sewer in Wood Ave.
- 30% PS&E for the Wood Ave pump station
- 30% PS&E for the gravity sewer between SSMH No. 6-17 and the proposed wet well
- 30% PS&E for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station
- 30% PS%E for approximately 350 LF Sanitary sewer to serve two lots on Stetson Pl SW
- 30% PS&E for construction of side sewer and grinder pumps on seven individual lots.
- General Sewer Plan Amendment
- Generator aesthetic screening design: 3D rendering and 24”x36” poster.

TASK 420 WOOD AVE. (60% DESIGN PLANS)

Assumptions:

- The City has reviewed the 30% submittal and provided comments which will be incorporated into the 60% PS&E.
- DOE has reviewed and approved the General Sewer Plan Amendment

Tasks:

1. Update the Design Documentation File.
2. Prepare final Engineering Design Report.
3. Prepare Pump Station Improvement Plans. Incorporate City's 30% review comments.
4. Update Quantity Take-off Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Project Specifications (special provisions for non-standard construction items).
7. Prepare Dewatering Plan. Coordination with Geotech subconsultant.
8. Prepare 60% Design PS&E of the gravity sewer between SSMH no. 6-17 and proposed wet well.
9. Prepare 60% PS&E of Force main in Wood Ave from proposed wet well to existing SSMH No. 3-5.
10. Prepare surface restoration drawings on private property and street right of way.
11. Prepare the improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
12. Prepare a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer.
13. Prepare the 60% PS&E for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson Pl SW.
14. Prepare 60% PS&E for each of the five lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.
15. Provide coordination with electrical subconsultant.
16. Provide coordination with environmental on permitting requirements
17. Provide coordination with Survey for easement requirements.
18. Prepare 60% Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
19. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- 60% Wood Ave pump station PS&E.
- 60% PS&E for the gravity sewer between SSMH no 6-17 and the proposed wet well
- Final engineering design report.
- 60% PS&E for the force main sewer in Wood Ave.
- 60% improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station
- 60% improvement plans for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson Pl SW.
- Aesthetic screening 3-D rendering electronic simulation.
- 24”X36” poster board showing generator screening.

TASK 425 WOOD AVENUE EASEMENT NEGOTIATIONS

After approval of the 30% plans and after the City’s comments have been incorporated into the plans, the firm will prepare the easement descriptions, (survey Task) and will be ready to meet with the property

owners to commence acquisition negotiations for the easements. The preparation of the easement descriptions for the temporary construction easements and the permanent easements will have been completed in survey Task 300.

Assumptions:

- The City will provide preferred easement document forms.
- The City will pay the negotiated cost of the easement and associated recording fees.
- The City will submit the documents for recording.
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements.
- Firm will schedule negotiations with as many parcel owners as possible for each day on site.
- Firm will meet a maximum of two (2) times with each property owner for negotiations.

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.
2. Contact eight (8) property owners to schedule first negotiations meeting. Firm will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.

Deliverables:

- Minutes of meetings held with City.
- Meeting minutes (record of negotiations) with property owners
- Final signed temporary construction easement documents.

TASK 430 WOOD AVE. (90% PLANS)

Assumptions:

- The City has reviewed the 60% submittal and provided comments.

Tasks:

1. Prepare 90% Pump Station improvement plans. Incorporate City's review comments.
2. Update Quantity Take-off Notebook.
3. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
4. Prepare 90% Project Specifications (special provisions for non-standard construction items).
5. Prepare 90% PS&E of Force main on Wood Ave from the proposed wet well to the existing SSMH No. 3-5.
6. Prepare 90% PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well. Include specifications provided by Geotech subconsultant.
7. Prepare the improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station. Include a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer and connection to existing electrical control panel.

8. Prepare the improvement plans for approximately 350 LF Sanitary sewer to serve two lots on Stetson Pl SW. Include a plan for each of the two lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.
9. Prepare surface restoration drawings on private property and street right of way.
10. Prepare 90% Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
11. Provide QA/QC of the 90% PS&E documents.

Deliverables:

- 90% Wood Ave pump station PS&E.
- 90% PS&E for the gravity sewer between SSMH no 6-17 and the proposed wet well.
- 90% PS&E for the force main sewer in Wood Ave.
- 90% PS&E for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
- PS&E the improvement plans for approximately 350 LF Sanitary sewer to serve two lots on Stetson Pl SW.
- 90% Aesthetic screening 3-D rendering electronic simulation.
- 90% 24"X36" poster board showing generator screening.

TASK 440 WOOD AVE. FINAL DESIGN

Assumptions:

- The City has reviewed and provided comments on the 90% submittal. Comments received from the City will be incorporated into the final submittal.

Tasks:

1. Advance design per 90% review comments. Prepare 100% Plans.
2. Prepare 100% Specifications.
3. Update the Quantity Takeoff Notebook
4. Prepare Final Engineer's Estimate of Probable Cost to Construct.
5. Update the Design Documentation File.
6. Submit to City for final approval.
7. Prepare Design Closeout Documentation and file maintenance.
8. Prepare Final Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
9. Provide QA/QC of the final PS&E documents.
10. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- Final PS&E for the Wood Ave Pump Station, Force main, gravity line and seven (7) side sewers (one paper 11" x 17" copy, one PDF electronic copy)
- Final Engineer's Estimate of Probable Cost to Construct. (one paper 11" x 17" copy, one PDF electronic copy)
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.
- Final Aesthetic screening 3-D rendering electronic simulation.
- Final 24"X36" poster board showing generator screening.

IV. PROJECT DESCRIPTION – WING POINT PUMP STATION REHABILITATION

According to the July 2015 City General Sewer Plan, the Wing Point Pump Station was constructed in 1979. It is a drywell/wet well configuration consisting of a 4-foot diameter wet well with a depth of 12.5 feet. There are two 5-hp, 200 gpm pumps. The station access hatch is under water during extreme high tides and needs to be raised. Because of their age, the pumps, motors, valves, controls and telemetry should be replaced. The station has exceeded the estimated useful life and requires rehabilitation. Because of the location of the pump station, work associated with the pump station will trigger environmental permitting, which is reflected in TASK 545 of this scope of work.

TASK 500 WING POINT SURVEY

Task Assumptions:

- The City will provide existing survey data and base mapping sufficient for Engineering.
- Existing easements are sufficient and no new easements will be required.

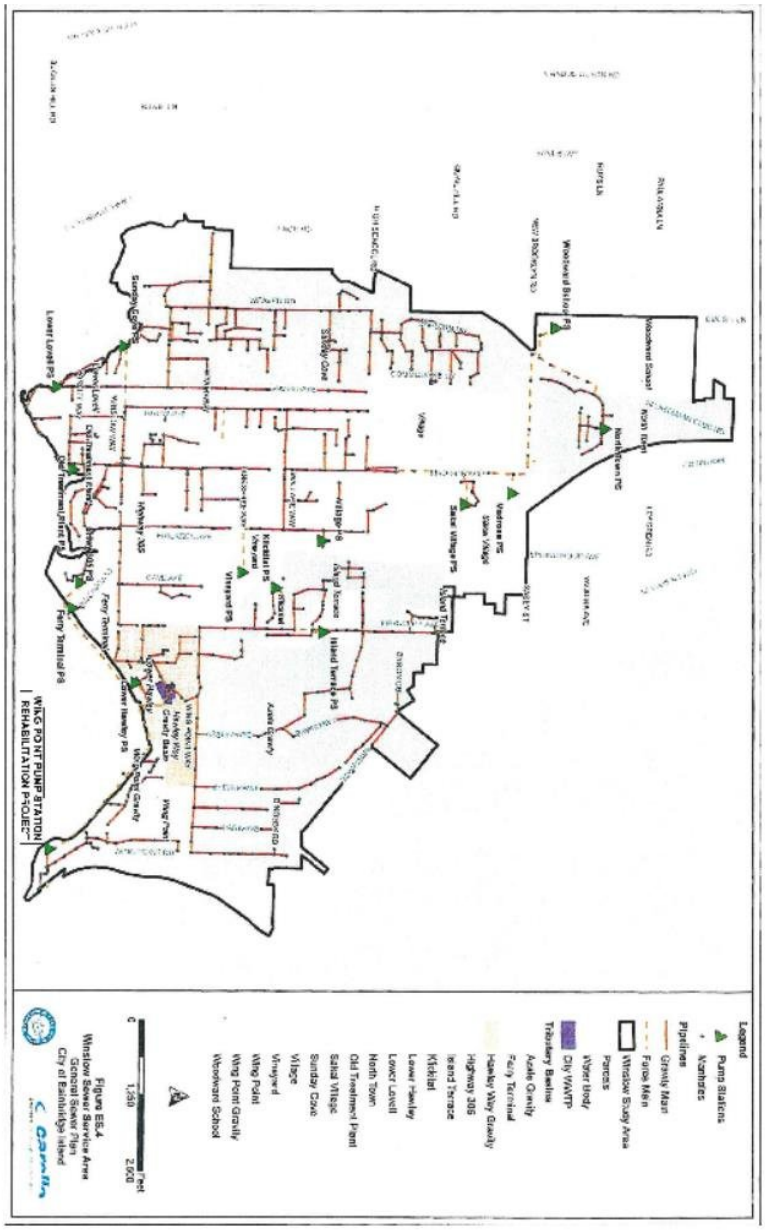
Task Description:

1. None.

Deliverables:

- None.

Figure 8


Legend
Pump Stations
Manholes
Pipelines
Gravity Main
Force Main
Winslow Study Area
Parcels
Water Body
City WWTP
Tributary Basins
Azalea Gravity
Ferry Terminal
Hawley Way Gravity
Highway 305
Island Terrace
Kiklisti
Lower Hawley
Lower Lovell
North Town
Old Treatment Plant
Sakai Village
Sunday Cove
Village
Vineyard
Wing Point
Wing Point Gravity
Woodward School
WING POINT PUMP STATION REHABILITATION PROJECT
Figure ES-4
Winslow Sewer Service Area
General Sewer Plan
City of Bainbridge Island
0
1,000
2,000
Feet

TASK 510 WING POINT PRELIMINARY DESIGN (30% PLANS)

Assumptions:

- Temporary bypass pumping plans and specifications will be required with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the Wing Point basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Wing Point Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- It is assumed that no unusual or detrimental conditions exist at the site or in the vicinity requiring any analysis or design consideration by Hultz BHU or Firm, such as electrical power quality issues, special permit process or reviews, etc.

Tasks:

1. Setup and maintain the Design Documentation File.
2. Prepare a draft Predesign Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well and valves. Address Sea Level Rise.
3. Prepare the 30% pump station rehabilitation Improvement Plans.
4. Prepare Quantity Take-off Notebook.
5. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 30% specifications outline.
7. Coordinate with affected utility companies.
8. Review existing documents provided by others.
9. Review operating conditions with City's maintenance staff and address identified issues, if possible.
10. Coordination with electrical sub-consultant.
11. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Meeting minutes of correspondence with maintenance staff
- 30% PS&E for the rehabilitation the Wing Point Pump Station
- 30% Predesign report.

TASK 520 WING POINT (60% PLANS)

Assumptions:

- The City has reviewed and provided comments on the 30% submittal and provided comments which will be incorporated into the 60% design.

Tasks:

1. Update the Design Documentation Notebook.
2. Finalize the Predesign Report.
3. Prepare the 60% Pump station rehabilitation improvement plans.
4. Update Quantity Takeoff Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Specifications (special provisions for non-standard construction items).
7. Coordination with environmental as prepared in TASK 545.
8. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- 60% PS&E for the rehabilitation the Wing Point Pump Station
- Final Engineering Design Report

TASK 525 Wing Point Easement Negotiations

It is assumed that there is an existing utility access easement for this pump station which includes construction and maintenance of the existing pump station. Therefore, a temporary construction easement is not needed.

TASK 530 WING POINT (90% PLANS)

Assumptions:

- City has provided comments on the 60% submittal. Comments will be incorporated into the 90% design.
- Environmental permitting if required, has been completed. Permit conditions will be incorporated into the PS&E.

Tasks:

1. Update Design Documentation File.
2. Conduct Plan-in Hand site review.
3. Prepare 90% Pump Station Rehabilitation PS&E.
4. Finalize Quantity Take-off Notebook.
5. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
6. Provide QA/QC of the 90% PS&E.

Deliverables:

- 90% PS&E for the rehabilitation of the Wing Point Pump Station

TASK 540 WING POINT FINAL

Assumptions:

- All comments from the City have been received.

Tasks:

1. Finalize the Design Documentation Notebook.
2. Incorporate City's review comments.
3. Prepare 100% pump station Improvement Plans.
4. Prepare 100% Specifications.
5. Finalize the Quantity Takeoff Notebook.
6. Prepare 100% Engineer's Estimate of Probable Cost to Construct the Wing Point Pump station rehabilitation.
7. Prepare 100% Project Specifications.
8. Provide QA/QC of the final PS&E documents.
9. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- 100% PS&E, for the rehabilitation the Wing Point Pump Station (one paper 11" x 17" copy, one .pdf electronic file)
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

END SCOPE OF WORK

EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
100	**PROJECT MANAGEMENT**											
1	Schedule, coordinate, and attend up to eight (8) meetings with the City.	8	40		40							
2	Provide monthly invoices with Earned Value Reports and Progress Reports	6	16									40
3	Schedule, coordinate and attend teleconferences with the City to review project design elements.		12	12								
4	Coordination with Subconsultants.	2	16		12							
5	Prepare a master list of deliverables.		2		9							
6	Provide ongoing project management including Principle Quality Assurance and Quality Control (QA/QC) of all deliverables.	48	24	9								
7	Attend one project open house/public outreach meeting. Prepare project posters and informational handouts.		8		8	16						
8	Meet with City to review each of the projects' scope and estimated probable cost to construct. The City will provide direction on packaging of the individual projects as all one project, or as a combination of individual projects. Prepare Scope of Work for Bid, Add and Award and construction support services.	6	6	6								
110	**ENVIRONMENTAL PERMITTING - WEST EAGLE HARBOR PROJECTS**											
1	**STATE ENVIRONMENTAL PROJECTION ACT (SEPA) CHECKLIST**											
1	Prepare SEPA Checklist.						2		24			
2	Submit a Draft SEPA Checklist with supporting documentation for review by the City.								4			
3	Respond to City comments.								4			

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
4	Submit completed SEPA Checklist with attachments to the City for submittal.						1		4			
2	**SHORELINE MANAGEMENT PLAN (SMP) SHORELINE CONDITIONAL USE PERMIT**											
1	Conduct a site visit.						9					
2	Prepare the Shoreline Master Program Application Package.						2	18				
3	Submit the Shoreline Master Program Application Package to the City for review and comments.								4			
4	Make changes to the Shoreline Master Program Application Packet upon review and comments from the City.								4			
5	Submit the completed Shoreline Master Program Application packet to the City for permitting.						1		4			
3	**USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA FOR HPA OPTION)**											
1	Prepare the JARPA for abandonment of the existing Beach Main						1	40				
2	Prepare the Project Plan Exhibits in the USACE required format.					24						
3	Complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).						1	40				
4	Submit the JARPA for HPA option package to the City for review.						1	4				
5	Upon review by the City, Firm will make changes and updates before submittal to the USACE.							4				
6	Submit the JARPA through the ASACE online process.							1				
7	Apply assigned permit nomenclature to the JARPA package once issued by the USACE.								1			
8	Respond to comments from the USACE as the permit process proceeds to permit issuance.							4				

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
9	Assist the City with USACE JARPA compliance as needed through the design, permitting, and construction process.							4				
120	**ENVIRONMENTAL PERMITTING - WING POINT PUMP STATION REHABILITATION PROJECT**											
1	**STATE ENVIRONMENTAL PROJECTION ACT (SEPA) CHECKLIST**											
1	Prepare SEPA Checklist.						2		24			
2	Submit a Draft SEPA Checklist with supporting documentation for review by the City.								4			
3	Make changes per comments from City.								4			
4	Submit completed SEPA Checklist with attachments to the City for submittal.						1		4			
2	**SHORELINE MANAGEMENT PLAN (SMP) SHORELINE CONDITIONAL USE PERMIT**											
1	Conduct a site visit.						9					
2	Firm will prepare the Shoreline Master Program Application Package.						2	18				
3	Submit the Shoreline Master Program Application Package to the City for review and comments.								4			
4	Make changes to the Shoreline Master Program Application Packet upon review and comments from the City.								4			
5	Submit the completed Shoreline Master Program Application to the City for permitting.						1		4			
3	**USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA FOR HPA OPTION)**											
1	Prepare the JARPA FOR HPA option for the Wing Point pump station rehabilitation project.						1	40				
2	Prepare the Project Plan Exhibits in the USACE required format.					24						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
3	Complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).						1	40				
4	Submit the JARPA for HPA option package to City for review.						1	4				
5	Upon review by the City, Firm will make changes and updates before submittal to the USACE.							4				
6	Submit the JARPA through the USACE online process.							1				
7	Apply assigned permit nomenclature to the JARPA package once issued by the USACE.								1			
8	Respond to comments from the USACE as the permit process proceeds to permit issuance.							4				
9	Assist the City with USACE JARPA compliance as needed through the design, permitting, and construction process.							4				
I	**SOUTH SUNDAY COVE SANITARY SEWER**											
200	**SOUTH SUNDAY COVE SURVEY**											
1	Review title reports for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points.									9	20	
4	Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.									1	9	
5	Topographic Survey of the area depicted in Red on the attached Exhibit Survey Limits map.									9	40	
6	Process field data and develop AutoCAD base map.									18	40	
7	Coordinate with City staff and measure the size, depth, diameter, and elevation of pipe structures within the existing pump station.									2	18	
8	Prepare temporary construction easement exhibit and legal description.									6	27	

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
9	Provide QA/QC for deliverables.									9	9	
210	**SUNDAY COVE PRELIMINARY DESIGN (30% PLANS)**											
1	Coordinate with affected utility companies. Locate existing utilities.				4							
2	Provide subconsultant coordination.		1		2							
3	Review existing documents provided by others.		2	4	4							
4	Conduct a site review to inspect the pump station.		4	4	4							
5	Prepare the 30% design plans for 350 LF gravity sanitary sewer pipe. Verify required pipe diameter in the engineering report.		1	4	9	9						
6	Prepare two separate plans to reroute each Sanitary Side Sewer on the two (2) lots, north of the proposed gravity sewer main shown on Figure 4. Include the lot improvement plans in the Sunday Cove PS&E. Show all work items to be constructed by the Contractor to reroute the side sewers.		1	4	9	9						
7	Prepare the plans to reroute Sanitary Side Sewer for the two shoreline lots. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications.		1	4	9	9						
8	Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).			2	4							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
9	Prepare preliminary Predesign Report documenting sewer flows to the lift station, wet well design, pump sizing, valves, pump station site plan. Evaluate existing force main size. Utilize topographic survey to confirm the total dynamic head elevation. Review upgrades to the existing controls, alarm system, rails, and lift rings for the new pumps. Review high alarm records obtained from City. Address Sea Level Rise.		8	9	24	4						
10	Prepare the 30% Pump Station Rehabilitation Improvement Plans.		2	9	9	9						
11	Prepare Quantity Take-off Notebook.			2	8							
12	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	2	8	4						
13	Prepare project Specifications outline.		2	2	8							
14	Prepare 30% PS&E to abandon the 2,500, 10-inch ductile iron pipe Beach sewer main in plat. This drawing will be used in the environmental permit applications.		2	2	8	4						
15	Provide QA/QC for 30% PS&E documents.	2	2	2		4						
220	**SUNDAY COVE (60% PLANS)**											
1	Update the Design Documentation File.			2	4							
2	Prepare final engineering design report.		4	2	8	4						
3	Prepare 60% Pump Station rehabilitation improvements plans.		2	2	9	9						
4	Update Quantity Notebook.				4	4						
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2	8							
6	Prepare 60% Plan and Profile of gravity sewer line.			2	9	9						
7	Prepare surface restoration drawings on private property and street right of way.			2	9	4						
8	Prepare 60% Project Specifications (special provisions for non-standard construction items).		1	2	8							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
9	Prepare 60% PS&E to abandon the 2,500 LG, 10-inch ductile iron pipe Beach sewer main in place.		1	4	8	4						
10	Provide QA/QC of the 60% PS&E package.	2	2	2		4						
225	**SUNDAY COVE EASEMENT NEGOTIATIONS**											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		2									
2	Contact 5 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.		12									
3	Meet with property owners for negotiations.		16									
4	Submit initial record of negotiations to City for their review and concurrence.		4									
5	Once the City and property owner are in agreement, prepare the final TCE documents and submit final TCE documents to the City.		4							4		
230	**SUNDAY COVE (90% PLANS)**											
1	Update the Design Documentation Notebook.				8							
2	Conduct a Plan-in-Hand site visit.		1	6	6							
3	Prepare 90% Pump Station improvements plans. Incorporate City's review comments.		2	4	18	8						
4	Update Quantity Notebook.				4							
5	Prepare 90% Engineer's Estimate of Probable Cost to Construct.			2	8							
6	Prepare 90% Project Specifications (special provisions for non-standard construction items).		2	2	8							
7	Prepare 90% Plan and Profile of gravity sewer.		2	2	9	9						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
8	Prepare 90% surface restoration drawings on private property and street right of way.			2	9	4						
9	Prepare 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.		2	4	8	4						
10	Provide QA/QC of the 90% PS&E package.	2	2	2		4						
240	**SUNDAY COVE FINAL DESIGN**											
1	Prepare final pump station 100% PS&E.		2	4	8	4						
2	Maintain Design Documentation File.			1	2							
3	Prepare Design Closeout Documentation File		2	2	8							
5	Prepare Final PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.		2	2	4	4						
4	Provide QA/QC of the final PS&E documents.	4	2			4						
6	E-transmit AutoCAD files for each improvement plan sheet.				4							
II	**LOWER LOVELL SANITARY SEWER IMPROVEMENTS**											
300	**LOWER LOVELL SURVEY**											
1	Review title reports for the affected parcels for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points.									9	20	
4	Obtain right of entry from private property owners on 7-lots. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.									1	9	
5	Topographic Survey of the area in red depicted on the attached exhibit map titled "Lovell Survey Limits".									9	40	

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TASK #	**TASK DESCRIPTION**											
6	Coordinate with City staff and measure the size, depth, diameter, and elevation of pipe structures within the existing pump station.									18	40	
7	Process field data and develop AutoCAD base map.									2	18	
8	Prepare temporary construction easement exhibit and legal description.									6	27	
9	Provide QA/QC of the Base Map and easements.									9	9	
310	**LOVELL AVE. PRELIMINARY DESIGN (30% PLANS)**											
1	Prepare Design Documentation Notebook, (to be updated throughout the design process).			2	4							
2	Prepare a preliminary Pre-design Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well condition, replacement or improvement. Document proposed valves. Check adequacy of the size of existing sewer gravity and force main in Lovell Ave SW. Address sea level rise.		4	4	18	4						
3	Prepare the 30% pump station rehabilitation improvement plans.		4	4	16	4						
4	Prepare 30% project specifications outline for the rehabilitation of the pump station.		1		8							
5	Prepare Quantity Take-off Notebook.		2	2	4							
6	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	2	4							
7	Coordinate with affected utility companies. Locate existing utilities.		1	1	4							
8	Review existing documents provided by others.		2	2	4							
9	Site inspection of existing sewer lift station.		6	6	6							
10	Provide subconsultant coordination		2									

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
11	Prepare 30% plans and specifications for improvements on the 7 lots requiring grinder pumps and the re-routing of the Sanitary Side Sewers. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications. Plans shall include the connection of the pressure sewer to the existing gravity sewer in Lovell Ave SW.		2	2	24	9						
12	Provide QA/QC of the 30% PS&E documents.	2	4	2		4						
320	**LOWER LOVELL (60% PLANS)**											
1	Update Design Documentation File.		2		4							
2	Prepare final engineering design report.		2	2	18	4						
3	Prepare 60% Pump Station rehabilitation improvement plans.		2	2	18	9						
4	Prepare 60% Project Specifications (special provisions for non-standard construction items).		2	4	8							
5	Update Quantity Take-off Notebook.				4							
6	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2		4						
7	Prepare 60% Improvement Plans of rerouted side sewers to 7 lots. Improvement plan for each lot shall show installation of proposed grinder pump, connection to existing residential electrical panel and connection to existing gravity sewer on Lovell Ave SW.		2	4	18	9						
8	Prepare surface restoration drawings on private property and street right of way.		1	2	9	4						
9	Provide QA/QC of the 60% PS&E documents.	2	2			4						

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TASK #	**TASK DESCRIPTION**											
325	**LOVELL EASEMENT NEGOTIATIONS**											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		4									
2	Contact 7 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face.		8									
3	Meet with 7 property owners for negotiations.		24									
4	Submit initial record of negotiations to City for their review and concurrence.		4		9							
5	Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.		9							9		
330	**LOVELL (90% PLANS)**											
1	Conduct Plan-in-Hand site review.		1	6	6							
2	Update Design Documentation Files.			1	2							
3	Prepare Pump Station rehabilitation improvement plans, incorporate the City's review comments.		2	4	8	8						
4	Prepare 90% Specifications (special provisions for non-standard construction items).		1	2	16							
5	Update Quantity Notebook.				4							
6	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
7	Prepare 90% improvement plans for the 7 private lots requiring re-routing of the side sewers and installation of a grinder pump.		2	6	9	9						

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TASK #	**TASK DESCRIPTION**											
8	Prepare surface restoration drawings on private property and street right of way.			2		9						
9	Provide QA/QC of 90% PS&E documents.	1	4	2		4						
10	Submit 90% PS&E documents to the City.		4			8						
340	**LOVELL FINAL DESIGN**											
1	Advance design per 90% review comments. Prepare 100% plans.		1	2	12							
2	Prepare 100% Specifications.		2	2	8							
3	Provide QA/QC on final PS&E.	2				4						
4	Prepare Final Engineer's Estimate of Probable Cost to Construct.		2	2	8							
5	Finalize Quantity takeoff notebook.				4							
6	Finalize Design Documentation File				4							
7	Submit to City for final approval.		2		8							
8	Prepare Design Closeout Documentation.		2		8							
9	E-transmit AutoCAD files for each improvement plan sheet.				8							
III	**WOOD AVENUE PROPOSED PUMP STATION**											
400	**WOOD AVE PROPOSED PUMP STATION SURVEY**											
1	Review title reports for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points. Topographic survey of the area depicted in red on the attached exhibit map.									9	20	
4	Obtain right of entry from private parcel owners. Skillings to provide letter and form requiring signature from property owner. City to mail letters on City letterhead. Firm will communicate with property owner.									1	9	
5	Process field data and develop AutoCAD base map.									18	40	
6	Prepare temporary construction easement exhibit and legal description.									9	40	

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TASK #	**TASK DESCRIPTION**											
7	Provide QA/QC for base map and easements documents.									9	9	
410	**WOOD AVE PRELIMINARY DESIGN (30% PLANS)**											
1	Setup and maintain the Design Documentation File.		1	4	4							
2	Prepare 30% Predesign engineering Report documenting sewer design flows for peak hour flow, and low flow operation, design wet well volume, provide pump sizing calculations. valving, sewer design plans of grinder pumps, water hammer analysis in the force mains and sizing of the gravity sanitary sewers and force main.		4	40	64	24						
3	Prepare the 30% pump station improvement plans.		2	48	64	24						
4	Prepare Quantity Take-off Notebook.		2	4	16	8						
5	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	4	8	8						
6	Prepare 30% project specifications outline.		2	4	8							
7	Provide utility coordination: Coordinate with the affected utility companies. Determine electrical power availability to meet pump station demands. Locate existing utilities in conflict with proposed improvements. Contact utilities for requirements to provide electrical and water service to the proposed sewer lift station location.			8	16							
8	Review existing documents provided by others.		8	8	16							
9	Research feasible alternatives for installing the sewer pipe from the MH on the beach to the new pump station; i.e., micro-tunneling, directional boring, etc. Review alternatives with the City and PanGEO geotechnical engineering.	4	4	24	16	8						

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TASK #	**TASK DESCRIPTION**											
10	Research feasible alternatives for construction of the deep wet well, i.e. open excavation, auger, pile/lagging. Review alternatives with the City. Meet with PanGeo geotechnical engineers to discuss the predesign geotechnical data report they prepared dated November 17, 2017. Discuss construction methods recommendations.	4	8	16	8							
11	Provide coordination with environmental regarding shoreline impacts and permitting requirements.				4							
12	Research and implement OSHA access requirements for confined space.			4	8							
13	Include corrosion control in the design of the wet well. Evaluate the potential for hydrogen sulfide in the wet well.		2	8	16							
14	Prepare site plan for proposed lift station. Provide access for maintenance vehicles, check turning radius and parking requirements. Provide low maintenance landscaping. Provide appropriate security against vandalism. Prevent access by public.		4	16	40	16						
15	Prepare plans, profile sheet for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station.		1	16	40	16						
16	Prepare plan sheets for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer lines.		4	16	40	16						
17	Prepare plan and profile sheets for approximately 350 LF sanitary sewer to serve 2 lots on Stetson Place SW.		1	4	24	8						

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TASK #	**TASK DESCRIPTION**											
18	Prepare plans for each of the two lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer. Determine if the electrical connection can be made to existing electrical control panel or if a new panel will be required.		2	2	8	16						
19	Prepare plan and profile sheets for the construction of a gravity sewer line from existing SSMH no. 6-17 to the proposed wet well.		1	8	32	16						
20	Prepare plan and profile sheets for 600 LF sanitary force main in Wood Ave SW within existing Right of Way. Provide pig launch facility for maintenance.		2	8	40	2						
21	Prepare Odor and Corrosion control design for the pump station.			4	8	2						
22	Prepare the Civil/Mechanical plans for the new Wood Ave. Pump Station.		2	16	24	4						
23	Coordinate with subconsultant to add the draft electrical plans for the pump station to the PS&E package. To be provided by Hultz|BHU as a subconsultant.		1		4							
24	Coordinate with consultant to prepare the emergency generator plan, specification, and estimate. Address and provide noise attenuation design.		1		8							
25	Prepare Generator aesthetic screening design with elevations and 3-D sketch/rendering/ simulation.		2		16							
26	Address telemetry requirements for high water/pump/power failure options in the design of the proposed lift station. Provide coordination with the City and Subconsultant.		1	2	8							

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TASK #	**TASK DESCRIPTION**											
27	Prepare amendment to the City General Sewer Plan (GSP). The Amendment will include the project specific information requested in WAC 173-240-050 such as a description of the proposed project, the flow, and loads to the existing WWTP from the project, discussion of various alternatives evaluated, a discussion of the cost per service in terms of both debt service and operation and maintenance costs of the new pump station facility because it was not included in the original GSP.		2	16	32	9						
28	Submit GSP Amendment to Ecology. Address review comments and resubmit final to DOE and the City.				8	4						
29	Provide QA/QC of the 30% PS&E documents.	4	4	4		8						
420	**WOOD AVE. (60% DESIGN PLANS)**											
1	Update the Design Documentation File.				4							
2	Prepare final Engineering Design Report.		2	4	16							
3	Prepare Pump Station Improvement Plans. Incorporate City's review comments.		2	8	32	16						
4	Update Quantity Take-off Notebook.			8	16							
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.		2	2	16							
6	Prepare 60% Project Specifications (special provisions for non-standard construction items).			8	16							
7	Prepare Dewatering Plan. Coordination with Geotech subconsultant.			4	8	4						
8	Prepare 60% design PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well.			8	24	4						
9	Prepare 60% PS&E of force main in Wood Ave. from proposed wet well to existing SSMH No. 3-5.			8	24	8						

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TASK #	**TASK DESCRIPTION**											
10	Prepare surface restoration drawings on private property and street right of way.			8	8	2						
11	Prepare the improvement plans for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station.			16	16							
12	Include a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer.		1	8	8	8						
13	Prepare the 60% PS&E for approximately 350 LF sanitary sewer to serve 2 lots on Stetson Place SW.		2	8	16							
14	Prepare 60% PS&E for each of the five lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer, and connection to existing electrical control panel.		2	8	16							
15	Provide coordination with electrical subconsultant.		1		4							
16	Provide coordination with environmental on permitting requirements.		1	4	2							
17	Provide coordination survey for easement requirements.		2	2	2							
18	Address comments on the 30% Generator aesthetic screening design with elevations and 3-D sketch, rendering, simulation and 2-D poster board.				2							
19	Provide QA/QC of the 60% PS&E documents	4	4			8						
425	**WOOD AVENUE EASEMENT NEGOTIATIONS**											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		2									

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
2	Contact 8 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations		16									
3	Meet with property owners for negotiations.		24									
4	Submit initial record of negotiations to City for their review and concurrence.		16									
5	Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.		16									
430	**WOOD AVENUE (90% PLANS)**											
1	Prepare 90% Pump Station improvement plans, incorporate the City's review comments.		4	4	8							
2	Update Quantity Notebook.		1	4	8							
3	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	4	8							
4	Prepare 90% Project Specifications (special provisions for non-standard construction items).		2	8	8							
5	Prepare 90% PS&E of force main on wood Avenue from the proposed wet well to the existing SSMH No. 3-5.		4	8	16	4						
6	Prepare 90% PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well. Include specifications provided by Geotech subconsultant		4	8	16	4						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
7	Prepare the improvement plans for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station. Include a plan for each of the two lots to show installation of a grinder pump on each lot and the rerouting of the existing side sewer and connections to existing electrical control panel.		4	16	32	4						
8	Prepare the improvement plans for approximately 350 LF sanitary sewer to serve 2-lots on Stetson Place SW. Include a plan for each of the five lots to show installation of a grinder pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.		4	24	36	8						
9	Prepare surface restoration drawings on private property and street right of way.		4	8	16							
10	Add 90% Generator aesthetic screening design with elevations and 3-D sketch rendering simulation to improvement plan set.				2							
11	Provide QA/QC of the 90% PS&E documents	2	4	4		4						
440	**WOOD AVENUE FINAL DESIGN**											
1	Advance design per 90% review comments. Prepare 100% plans.		4	8	8	4						
2	Prepare 100% specifications.		16	8		4						
3	Update the Quantity Takeoff Notebook.		4	4	8							
4	Prepare Final Engineer's Estimate of Probable Cost to Construct.		2	2	8							
5	Update the Design Documentation File.		2	2	8							
6	Submit to City for approval.		4	8								
7	Prepare design closeout documentation and file maintenance.				4							

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TASK #	**TASK DESCRIPTION**											
8	Prepare Final Generator aesthetic screening 3-D rendering and poster board (send out for printing and mounting.)				4							
9	Provide QA/QC of the final PS&E documents	2	4	4		4						
10	E-transmit AutoCAD files for each improvement plan sheet.				8							
IV	**WING POINT PUMP STATION REHABILITATION**											
500	**WING POINT SURVEY**											
1	City to provide survey.											
510	**WING POINT PRELIMINARY DESIGN (30% PLANS)**											
1	Prepare Design Documentation Notebook		2	2	4							
2	Prepare a draft Predesign Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well, valves. Address Sea Level Rise. Submit to City for review.		4	4	24							
3	Prepare the plans for the rehabilitation the Wing Point Pump Station.		2	8	16	9						
4	Prepare Quantity Take-off Notebook.				4							
5	Prepare 30% Engineer's Estimate of Probable Cost to Construct.				4							
6	Prepare 30% project Specifications outline.			1	4							
7	Coordinate with affected utility companies.		1	2	4							
8	Review existing documents provided by others.		2	2	4							
9	Review operating conditions with City's maintenance staff and address identified issues, if possible.			2								
10	Coordinate with electrical subconsultant.		2									
11	Provide QA/QC of the 30% PS&E documents	2	2	4		4						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
520	**WING POINT (60% PLANS)**											
1	Update the Design Documentation Notebook.				4							
2	Finalize the Predesign Report.		2	4	8							
3	Prepare 60% pump station rehabilitation improvement plans.		2	4	16	4						
4	Update Quantity Takeoff Notebook.			1	4							
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
6	Prepare 60% Specifications (special provisions for non-standard construction items).		1	2	16							
7	Coordination with environmental as prepared in Task 545 above.		1	2		2						
8	Provide QA/QC of the 60% PS&E documents	2	4			4						
525	**WING POINT EASEMENT NEGOTIATIONS**											
	No work for Consultant.											
530	**WING POINT (90% PLANS)**											
1	Update Design Documentation File.				2							
2	Conduct Plan-in Had site review.			6	6							
3	Prepare 90% Pump Station Rehabilitation PS&E.		2	4	8							
4	Finalize Quantity Take-off Notebook.				4							
5	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
6	Provide QA/QC of the 90% PS&E.		2	2	4	4						
540	**WING POINT FINAL**											
1	Finalize the Design Documentation Notebook.				4							
2	Incorporate City's review comments.		1	2	4							
3	Prepare 100% pump station Improvement Plans.		1	8	8							
4	Prepare 100% Specifications.		1	2	4							
5	Finalize the Quantity Takeoff Notebook.			2	4							
6	Prepare 100% Engineer's Estimate of Probable Cost to Construct the Wing Point Pump station rehabilitation.		1	2	4							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGREERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**											
7	Prepare 100% Project Specifications.		1	2	8							
8	Provide QA/QC of the final PS&E documents.	4		4		4						
9	E-transmit AutoCAD files for each improvement plan sheet.			8								
545	**WING POINT ENVIRONMENTAL PERMITTING**											
	HOURS PER DISCIPLINE	**115**	**595**	**800**	**1,827**	**598**	**36**	**230**	**98**	**191**	**483**	**40**

EXHIBIT D-2
CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):							
Classification	Man Hours	x	Rate	=	Cost		
PRINCIPAL-IN-CHARGE	115	x	$223.41	=	$25,691.99		
PROJECT MANAGER	595	x	$153.00	=	$91,035.00		
SENIOR PROJECT ENGINEER	800	x	$153.00	=	$122,400.00		
ENGINEER	1827	x	$125.00	=	$228,375.00		
ENGREERING TECHNICIAN	598	x	$110.00	=	$65,780.00		
SR ENVIRONMENTAL SCIENTIST	36	x	$113.48	=	$4,085.19		
PROJECT SCIENTIST	230	x	$96.46	=	$22,184.83		
STAFF SCIENTIST	98	x	$85.11	=	$8,340.59		
SURVEY MANAGER	191	x	$168.15	=	$32,116.65		
SURVEY TECHNICIAN	483	x	$100.00	=	$48,300.00		
PROJECT ADMINISTRATOR	40	x	$110.64	=	$4,425.62		
Total Hours =	5013				**Total NHR =**		$652,734.87
REIMBURSABLES:							
Mileage	6,000	x	$0.575	=	$3,450.00		
Miscellaneous Expenses	$18,020.00	x	10%	=	$19,822.00		
					Total Expenses=		$23,272.00
SUBCONSULTANT COST (See Exhibit E):							
Geotechnical	$24,728.00	x	15%	=	$28,437.20		
Electrical	$80,500.00	x	10%	=	$88,550.00		
					Total Subconsultants =		$116,987.20
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):							
					Sub Total =		$792,994.07
MANAGEMENT RESERVE FUND:							
SUB TOTAL =	$792,994.07	x	10%	=	**MRF =**		$79,299.41
GRAND TOTAL							
			GRAND TOTAL	=			**$872,293**

PREPARED BY: Colleen Haerr, PE **DATE:** 3/3/2020

REVIEWED BY: Thomas E. Skillings, PE **DATE:** 3/3/2020

EXHIBIT D-3
CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			$0.00
2	Auto Rental	Each			$0.00
3	Lodging	Day			$0.00
4	Per Diem-Meal	Day	20	$25.00	$500.00
5	Photo Copies - Blk & White	Each	1000	$0.10	$100.00
6	Photo Copies - Color	Each	200	$0.35	$70.00
7	Half Sized Prints	Each	1000	$0.50	$500.00
8	Full Sized Prints	Each	25	$6.00	$150.00
9	Postage	Month			$0.00
10	Shipping	Month			$0.00
11	FAXs	Each			$0.00
12	Miscellaneous Project Costs	Month	12	$100.00	$1,200.00
13	Miscellaneous Survey Costs	Estimated	1	$15,500.00	$15,500.00
14	Traffic Control	Estimated			$0.00
	Total Miscellaneous Expenses				**$18,020.00**
	Mileage	Per Mile	6000	0.575	$3,450.00
	Total Expenses				**$21,470.00**
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Colleen Haerr, PE		03/02/2020			

EXHIBIT E-1
SUBCONSULTANT COST COMPUTATION - SUMMARY

HULTZ BHU
engineers inc

March 2, 2020

Skillings
5016 Lacey Boulevard SE
Lacey, WA 98503

Attention: Colleen Haerr, P.E.

Subject: **City of Bainbridge Island – Sanitary Sewer Improvements**
Electrical Engineering Services

Colleen,

Thank you for this opportunity to work with you and the City of Bainbridge Island. This proposal is to provide electrical engineering services for four potential sewer improvement projects. The projects are identified as New Wood Avenue Pump Station, Sunday Cove Pump Station Rehabilitation, Lower Lovell Pump Station Rehabilitation, and Wing Point Pump Station Rehabilitation.

Scope of Services
Electrical engineering services shall include the following:

1. Provide input regarding electrical requirements associated with the easements and property access required to install grinder pumps on private property. Inspection and evaluation of electrical service equipment for approximately eighteen (18) homeowners will be required.

2. Coordinate with S & B Inc. regarding pump controls and SCADA system requirements.

3. Provide construction drawings, technical specifications, and cost estimating for work normally included under Divisions 26 and 27 (electrical) of the Construction Specification Institute (CSI) Manual of Practice. Electronic documents shall be provided for each submittal phase (35%, Permit, 90%, and final), suitable for reproduction and distribution by your office. This proposal assumes your office will provide HultzBHU with AutoCAD compatible backgrounds and electronic documents of all submittal phase project documents. Construction documents shall be prepared so that any or all pump stations and associated work can be bid separately.

Scope of Engineering
Electrical design responsibility shall consist of exterior and indoor pump house lighting, convenience power, appliance and equipment power, HVAC power, low voltage systems pathway (rough-in), voice/data prewire, pump control wiring installation plan and details, fire alarm, stand-by power, and energy code compliance forms for lighting and power systems. Design of pump controls, control panel, and SCADA shall be provided by others.

Pump station rehabilitation engineering scope is limited to electrical design for temporary bypass pumping, pump motor replacement, new pump controls and SCADA, and new generator.

1111 Fawcett Avenue, Suite 100 • Tacoma, Washington 98402
T 253.383.3257 • F 253.383.3283 • general@hultzbhu.com

Fee

We propose to provide the above described services for a lump sum fee, with charges billed monthly based on percentage of work completed.

Field Investigation	
Pump Stations	$ 2,500
Homeowner Elec Service Requirements	$ 5,000
Design new Wood Avenue Pump Station	$16,000
Design (7) grinder pumps for Wood Ave	$10,500
Design Sunday Cove Pump Station Rehab	$ 9,000
Design (4) grinder pumps for Sunday Cove	$ 6,000
Design Lower Lovell Ave Pump Station Rehab	$ 9,000
Design (7) grinder pumps for Lower Lovell Ave	$10,500
Design Wing Point Pump Station Rehab	$ 9,000
Electrical Cost Estimating	$ 3,000
Total	$80,500

Additional services shall be billed at an hourly rate unless otherwise agreed. Hourly rates are as follows: Principal, $200/HR, Engineer $ 150/HR, Designer $ 110/HR, CAD Technician $85/HR, Clerical $ 55/hr.

Assumptions/Qualifiers

1. Attendance at an Open House sponsored by the City to inform the public about the project is not included.
2. Design of pump control, SCADA, and wireless communication systems is provided by others.
3. Submitting for permits and permit fees is not included. Coordination to complete permit forms, and responding to permit comments are included.
4. We will be provided AutoCAD compatible backgrounds of the building and site.
5. If printed copies of the final bid set plans and specifications are required, one set will be furnished to us. Any printing of our documents for distribution shall be a reimbursable expense.
6. No unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by us (electrical power quality issues, special permit process or reviews, etc.).
7. Homeowner electrical services do not require upgrading in order to add the grinder pump connections.

Sincerely,
Hultz/BHU Engineers Inc.

Tom Urquhart, PE

CITY OF BAINBRIDGE ISLAND – SANITARY SEWER IMPROVEMENTS

PROJECT DESCRIPTIONS FOR ELECTRICAL

New Wood Avenue Pump Station

New utility service, electrical distribution, interior lighting, pump controls, telemetry, generator & transfer switch, and power for outlets, equipment, heat & ventilation.

Sunday Cove Pump station rehab

New lighting, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey. Pump controls and telemetry were updated in 2007.

Lower Lovell Pump Station Rehab

New lighting, pump controls, telemetry, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey.

Wing Point Pump Station Rehab

New lighting, pump controls, telemetry, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey.

EXHIBIT E-2
SUBCONSULTANT COST COMPUTATION - SUMMARY

PanGEO INCORPORATED
Geotechnical & Earthquake Engineering Consultants

February 25, 2020
File No. P-4783.200

Colleen Haerr, P.E.
Skillings, Inc.
5016 Lacey Blvd. SE
Lacey, WA 98503

Subject: Proposal for Geotechnical Services
West Eagle Harbor Sewer Improvements
Bainbridge Island, WA

Dear Ms. Haerr,

Attached please find our proposal to provide geotechnical engineering support for the proposed sewer improvements in Bainbridge island. Outlined below is our understanding of the project, our approach and scope, and estimated fee to complete our scope of work.

PROJECT UNDERSTANDING

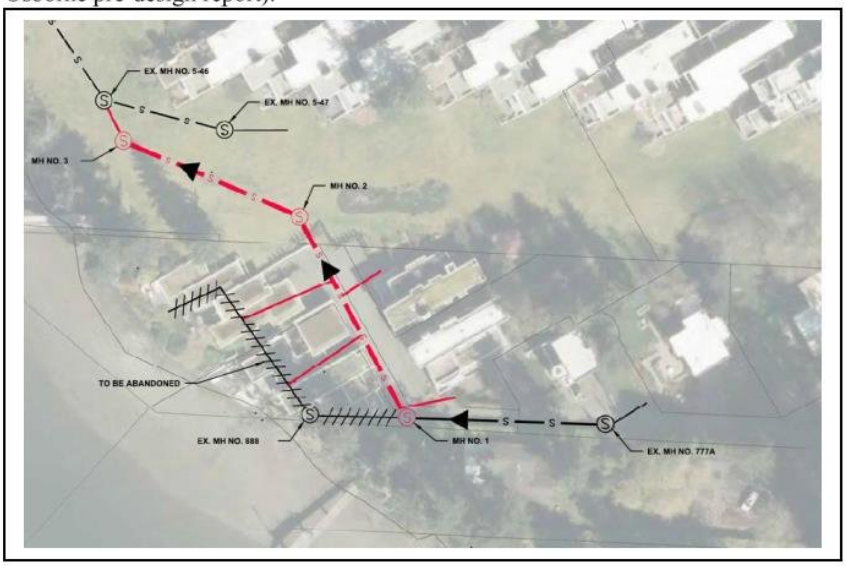
The current scope of work includes three separate projects: Sunday Cove Sanitary Improvements, Lower Lovell Sanitary Sewer Improvements, and Wood Avenue Sanitary Sewer Improvements. We understand that Skillings has been asked by the City of Bainbridge Island to provide a PS&E for these projects. The key elements of these projects are as follows:

1) **Sunday Cove Sanitary Sewer Improvements (Alternative S1)**
   - Design an approximately 350 lineal feet, 8-inch diameter gravity sewer line from new SSMH no. 1 to existing SSMH no 5-46. The proposed alignment of the 8-inch sewer line includes construction under an existing retaining wall. The new 8-inch line will redirect the sewer flow from the Lower Lovell pump station (currently via the Beach main) to the South Sunday Cove pump station.
   - Prepare the PS&E to rehabilitate the Sunday Cove pump station. The existing lift station is a wet pit/dry pit configuration with two 25 hp pumps and a capacity of

3213 Eastlake Avenue East, Suite B
Seattle, WA 98103
Tel: (206) 262-0370
Fax: (206) 262-0374

490 gpm each. The Sunday Cove Lift Station pumps to the Highway 305 Tributary Basin.

- Prepare PS&E to abandon the Beach sewer main in place.
- Project alignment is shown in the site map below (source: Figure 4, Gray & Osborne pre-design report).



2) Lower Lovell Sanitary Sewer Improvements

Install grinder pumps on the seven waterfront lots that currently discharge directly to the north segment of the Beach sewer main which is planned to be abandoned. This project also includes the rehabilitation of the Lower Lovell sewer lift station. Skillings will inspect the station and prepare a pre-design report which documents the existing condition and recommends specific improvements.

At this time, it is anticipated that no geotechnical input will be needed for the Lower Lovell project.

3) Wood Ave Sanitary Sewer Improvements (Alternative W2)

PanGEO previously completed a preliminary geotechnical report for this project. In summary, this project will include the following key elements:

- Installation of approximately 80 linear feet of 8-inch gravity sewer from Manhole 6-17 to the new lift station. This construction will likely need to be via auger bore with a 30-inch steel casing;
- Construction of a submersible lift station at the intersection of Wood Avenue SW and Stetson Place;
- Construction of approximately 600 linear feet of 4-inch force main;
- Installation of approximately seven individual grinder pump installations in Stetson Place;
- Continual use of approximately 350 linear feet of the West Eagle Harbor Beach Sewer Main from Manhole 6-17 to Manhole 6-21F.
- Project alignment is shown in the site map below (source: Figure 15, Gray & Osborne pre-design report).

GENERAL SCOPE OF GEOTECHNICAL INPUT

Per our discussion, we understand that the principal objectives of our geotechnical input are as follows:

- Prepare a critical area reportper City Shoreline Management Program requirements and fill out and submit Steps 1,2 and 3 Forms;
- Provide geotechnical consultation with Skillings for the Wood Avenue project, based on existing test borings previously completed by PanGEO in 2017. Provide supplemental recommendations and report for the construction of a deep wet well and the auger bore of the gravity sewer line from the beach to the wet well;
- Provide soil borings for the design and construction of the proposed gravity sewer line for the Sunday Cove Sanitary Sewer Improvements (as shown on Figure 4 in Gray & Osbornes Pre-Design report). The purpose of the soil borings is to confirm that the construction of the proposed gravity sewer line can be accomplished by an open cut trench;
- Provide geotechnical consultation as needed for the duration of the design of the project; and
- At this time it is not anticipated that any geotechnical consulting would be required for the Lovell Ave project.

Our proposed scope of work and proposed fee are summarized in Exhibits I and II, respectively. In summary, we estimate that a budget of $24,728 will be needed to complete the proposed geotechnical study. We will not exceed this amount without your prior authorization.

Please call should you have any questions regarding this proposal.

Sincerely,

Siew L. Tan, P.E.
Principal Geotechnical Engineer

Enclosures:
Exhibit I: Scope of Work
Exhibit II: Cost Estimate

EXHIBIT I – SCOPE OF WORK

1. **Site Reconnaissance** – A site visit to assess site surface conditions at the proposed test boring locations for planning purposes. During the site visit, test boring locations will be marked on the ground for utility locates.

2. **Subsurface Explorations** – Drill up to three test borings along the Sunday Cove Sanitary Sewer Improvements project. The actual test boring locations to be determined on a later date, based on input from Skillings and the site conditions. For cost estimating purposes, we assume the test borings will be drilled to a maximum depth of 25 feet each. Standard Penetration Tests (SPT) will be performed at 2½ and 5-foot depth intervals.

   Prior to drilling, we will provide an exploration plan with test boring locations to the project team for comments. If needed, we will submit paperwork to the City for a right-of-way permit in order to drill in the right-of-way.

   We will notify 1-call center for utility locates. After completion of the drilling, the test borings will be backfilled and patched with asphalt or concrete.

   Drill cuttings will be removed from site, assuming that the site soils are not contaminated. If signs of potential contaminations are detected during drilling, the drill cuttings will be placed in steel drums, and placed in an area designated by the project owner.

   We assume that right-of-way permits, if needed, will be provided to PanGEO at no cost. We also assume that the traffic control will be limited to placing orange cones around work area.

3. **Laboratory testing** – We will conduct appropriate laboratory testing on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM), as applicable, such as natural moisture content, Atterberg limits and grain size analyses.

4. **Geotechnical Critical Report** – Prepare a geotechnical critical area report per City Shoreline Management Program requirements. Fill out and submit Steps 1, 2 and 3 Forms.

5. **Geotechnical Report** – A geotechnical data report will be prepared summarizing our findings. The report will include a site plan showing the approximate test borings locations (current and previous), a summary of laboratory test results, summary boring logs, a summary description of the subsurface conditions encountered, and

recommendations for trenching/shoring, backfill, groundwater control, sewer line installation below existing wall, and other considerations based on the subsurface conditions.

The report will also include supplemental recommendations for the proposed Wood Ave sewer pump station project. This supplement would include recommended construction methods for the selected alternative discussed with Skillings, including construction of a deep wet well and the auger bore of the gravity sewer line from the beach to the wet well.

6. **Consultations for Wood Ave Project** – Provide consultations to Skillings for the Wood Avenue project, based on existing test borings.

7. **Post Report Design Consultations** – Provide consultations on an as-needed basis, during the duration of the project.

EXHIBIT II - COST ESTIMATE

ESTIMATED LABOR:

WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATE						TOTAL HOURS	TOTAL AMOUNT
	P Grant $175.00	S. Tan $175.00	Proj Engr $135.00	Staff Geol $110.00	Sr Geologist $145.00	Admin. $90.00		
Site Reconn		6		6			12	$1,710
Coordination for Field Activities		1		6			7	$835
Field Exploration (Drilling)				9			9	$990
Review Lab Test results				1			1	$110
Boring Log Preparation				4			4	$440
Critical Area Report + Forms				16	16		32	$4,080
Report/Engineering		16	8	16			40	$5,640
Consult & Report: Wood Ave Project		16	16	4			36	$5,400
Consultations As Needed		6	4				10	$1,590
TOTAL LABOR:	0	38	28	50	16	0	132	**$18,250**

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	6	$25	$150
Grain Size Analysis	6	$125	$750
Atterberg Limits	2	$250	$500
Modified Proctor		$220	$0
CBR		$210	$0
LABORATORY TOTAL:			**$1,400**

ESTIMATED DIRECT EXPENSES:	
Mileage @ $0.54/mi.	$65
Ferry	$60
Laboratory Testing	$1,400
Field Supplies	$15
Report Production	$15
TOTAL DIRECT EXPENSES:	**$1,555**
ESTIMATED SUBCONTRACTOR COSTS:	
Drill Rig Mob/Demob	$700
Ferry	$225
Drilling - 90 feet & $35	$3,150
Haul Cutting	$400
TOTAL SUB. COSTS:	**$4,475**
PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	$18,250
Direct Expenses	$1,555
Subcontractor Costs+10%	$4,923
TOTAL:	**$24,728**

Lovell Avenue Beach Mains

Sunday Cove, Lovell, and Wood Avenue Sewer System

July 28, 2020

CITY OF
BAINBRIDGE ISLAND

Project Goals

1. Improve shoreline environment by removing aging sewer pipe from beach

2. Reduce maintenance and operating costs associated with an aging and defunct system by improving system reliability and serviceability

CITY OF
BAINBRIDGE ISLAND

Goal #1: Improve environment

The existing sewer main system is subject to corrosion, sagging and blockages, and will threaten the environment when failure occurs:

CITY OF BAINBRIDGE ISLAND

Goal #2: Reduce maintenance, increase efficiency

- Only accessible during low-tide;
- Requires frequent cleaning due to shifting and poor performance;
- Future failures would require investments in temporary pipe re-routing, pumps and major disturbance to shoreline properties

CITY OF
BAINBRIDGE ISLAND

Pre-Design Report Findings

The pre-design report looked at both rehabilitating and replacing the existing beach main and found both options infeasible due to:

- Limitations of rehabilitation techniques – no effect on sags and low spots
- Solutions still did not address accessibility
- Expense from dewatering open trenches in sync with tidal schedules
- Expense of structural support systems for a new pipe

CITY OF
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Pre-Design Report Recommendations

1) Decommission existing sewer mains located in the beach
2) Rehabilitate existing (and aging) upland facilities to accommodate re-routed flows
3) Install new facilities to accommodate re-routed flows
4) Included in General Sewer Plan

CITY OF
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Types of Work to be Performed

- Pump station rehabilitation
- New pump station construction
- Sewer main construction
- Individual residential side sewers

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Pump Station Rehabilitation

Lovell Pump Station

Wing Point Pump Station

(Not part of the Lower Lovell System, but also in need of rehabilitation)

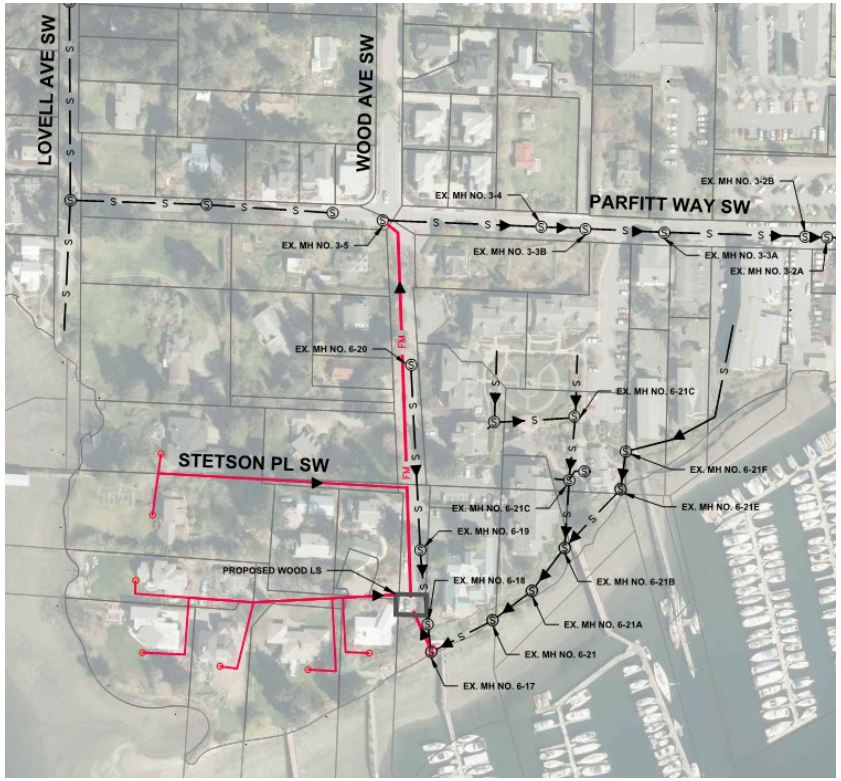
CITY OF BAINBRIDGE ISLAND

Pump Station Construction

Typically includes a deep below-ground structure (wet well); two or three large pumps, control panel and telemetry, power panel, emergency generator, and protective bollards, etc.

CITY OF
BAINBRIDGE ISLAND

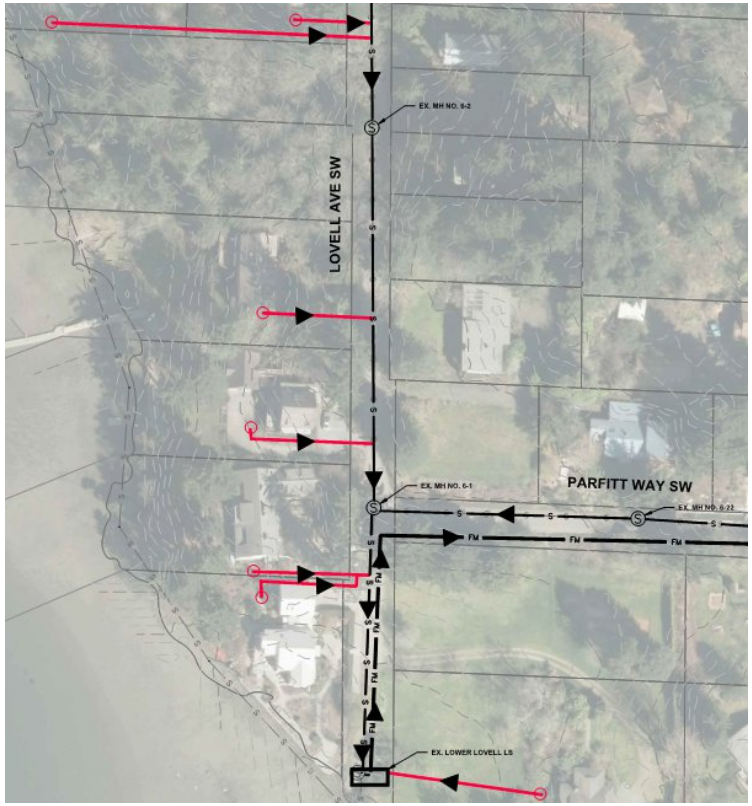
Sewer Mains & Pumped Residential Side Sewers



Wood Avenue and Stetson Place construction includes new pump station, force main, and new side sewers with grinder pumps

CITY OF BAINBRIDGE ISLAND

Pumped Residential Side Sewers



West side Lovell customers fitted with grinder pumps to existing main in street

CITY OF
BAINBRIDGE ISLAND

Proposed Sewer System Operation

CITY OF BAINBRIDGE ISLAND

Schedule

Begin Design (Skillings Connolly, Inc., late summer 2020 through 2021)

- Surveying
- Easements
- Site assessments
- Design Documents
- Permitting

Construction (2022 through 2023 – later phase in out years 2025-2026)

CITY OF
BAINBRIDGE ISLAND

Overall Project Cost

- Ballpark total cost of construction = $5.35 million
- Included in current sewer rates
- Funds earmarked in City's current Capital Improvement Plan (CIP)
- No additional cost to customers and property owners – City pays for all equipment, installation, and on-site private property restoration (landscaping features, etc.)

CITY OF
BAINBRIDGE ISLAND

Tonight's Decision

- Approve consultant contract with Skillings Connelly for project design
- Contract value = $872,293
- Project funds included in the Capital Improvement Plan with two exceptions:
  - Authorize $45,000 additional funds for Lower Lovell Pump Station
  - Move $200,000 for Sunday Cove Gravity Sewer from 2022 to 2020

CITY OF
BAINBRIDGE ISLAND

Lovell Avenue Beach Main Q&A

CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:45 PM) Comcast Cable TV Franchise Renewal - Overview of Public Process - Executive,

SUMMARY: In June 2016, the City granted Comcast a franchise for its cable television system located within the City. The 2016 franchise agreement is set to expire in June 2021. The City has begun negotiations with Comcast to renew the franchise for a new term. Staff will provide an overview of the public process that will be followed to renew the Comcast franchise agreement for a new term.

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

RECOMMENDED MOTION:
Discussion only.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: Under state and federal law, the City is authorized to grant a franchise for the construction, operation, and maintenance of cable television systems within the boundaries of the City.

In June 2016, the City granted Comcast a franchise for its cable television system located within the City. The 2016 franchise agreement is set to expire in June 2021. The current franchise agreement (Ordinance No. 2016-10) is attached.

The attached Comcast Franchise FAQs provides an overview of the the current franchise agreement and key considerations under federal law.

As explained in the attached Overview of Public Process document, public comment and feedback will be sought through a web survey, town hall meetings, and through the submission of written comments.

The City has retained Tom Duchen of the River Oaks Communications Corporation to assist the City in the franchise renewal process. Mr. Duchen negotiated, on behalf of the City, the current franchise agreement set to expire in June 2021.

ATTACHMENTS:

Ordinance No. 2016-10 Comcast Cable Franchise Approved 061416

Comcast Cable TV Franchise Agreement FAQs

Overview of the Comcast Cable TV Franchise Renewal Public Process

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, GRANTING A NONEXCLUSIVE CABLE FRANCHISE AGREEMENT TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, PROVIDING FOR FRANCHISE FEES, TERM OF FRANCHISE, FRANCHISE AREA, TECHNICAL STANDARDS AND EVALUATIONS, REPORTING REQUIREMENTS, ACCESS CHANNELS, LIQUIDATED DAMAGES, BOND AND INSURANCE PROVISIONS IN CONNECTION WITH OPERATING A CABLE SYSTEM FOR THE DISTRIBUTION OF TELEVISION SIGNALS; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION.

WHEREAS, the City of Bainbridge Island ("City") is authorized to grant and renew cable franchises for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority; and

WHEREAS, Comcast Cable Communications Management, LLC. ("Grantee"), desires to provide competitive cable communications services and to construct, operate and maintain a competitive cable television system within the City;

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

Section 1. Grant of Franchise. A cable television franchise is hereby granted to Comcast Cable Communications Management, LLC under the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Compliance with Franchise Terms. As a condition of the franchise granted by this ordinance, Comcast Cable Communications Management, LLC shall provide its written and acknowledged unconditional acceptance and promise to comply with all provisions, terms and conditions of Exhibit A. By the adoption of this Ordinance, the City of Bainbridge Island agrees to comply with all provisions of the same.

Section 3. Performance Bond and Insurance. Comcast Cable Communications Management, LLC shall provide a performance bond and maintain such insurance policy as required by Sections 5.2 and 5.3 in Exhibit A.

Section 4. Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by Comcast Cable Communications Management, LLC. Acceptance shall be accomplished by the submission of a written instrument, executed and sworn to by a corporate officer of the Grantee before a Notary Public, and filed with the City as provided in Section 20.16 of Exhibit A within forty-five (45) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY A MAJORITY of the City of Bainbridge Island City Council and signed into authentication this 14th day of June, 2016.

APPROVED:

Val Tollefson, Mayor

ATTEST/AUTHENTICATED:

Rosalind D. Lassoff

Rosalind Lassoff, City Clerk

FILED WITH THE CITY CLERK:	May 17, 2016
PASSED BY THE CITY COUNCIL:	June 14, 2016
PUBLISHED:	June 17, 2016
EFFECTIVE DATE:	June 22, 2016
ORDINANCE NUMBER:	2016-10

CABLE TELEVISION FRANCHISE

BETWEEN BAINBRIDGE ISLAND, WASHINGTON AND

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

April 13, 2016

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CABLE TELEVISION FRANCHISE

This Cable Television Franchise ("Franchise") is entered into in Bainbridge Island, Washington, this _____ day of _____, 2016, by and between Bainbridge Island, Washington a municipal corporation, hereinafter ("Grantor" or the "City") and Comcast Cable Communications Management, LLC hereinafter known as ("Grantee"). Grantor and Grantee are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee's plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee's proposal to provide cable television service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, high technical capability and reliability of cable systems in its jurisdiction, the availability of local programming (including public, educational and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service and local and non-local programming is an important policy goal and the Grantee's Cable System should offer a wide range of programming services; and

WHEREAS, Subscriber interests and competitive factors within the Cable Service market should be an essential characteristic of this Franchise; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged, City and Grantee do hereby agree as follows;

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

SECTION 1. DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

"Access" or "Access Programming" includes Public Access, Educational Access and Governmental Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions and organizations, in the community, including City and its designees, of particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under applicable law, including, but not limited to:

(A) "Public Access" means Access where any member of the general public may be a programmer on a nondiscriminatory basis, subject to operating rules formulated by the City or its designee. Such rules shall not be designed to control the content of public access programming. Such rules shall also address the extent to which and manner in which members of the general public may be programmers on the Access Channel.

(B) "Educational Access" means Access where Schools are the primary users having editorial control over programming and services.

(C) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

"Access Channel" means any Channel, or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.

"Access Fees" means the capital contributions paid to the City by the Grantee in accordance with Section 9.5.

"Activation" or "Activated" means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.

"Affiliated Entity" or "Affiliate" when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee.

"Bad Debt" means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

"Basic Service" or "Basic Cable Service" means any Cable Tier that includes, at a minimum, the retransmission of local television Broadcast Signals and Access programming.

"Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

"Cable Act(s)" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.

"Cable Operator" means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.

"Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.

"Channel" means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

"City" or "Grantor" means the City of Bainbridge Island, Washington, a municipal corporation, of the State of Washington.

"Customer Service Representative" (or "CSR") shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers' questions, receiving and processing payments, or performing other Customer service-related tasks.

"Demarcation Point" is located at an Access origination site and shall be the termination panel or point of interconnection between the City's encoded video and audio and the input to the Grantee's optical transmitter where the City signal is transmitted over a fiber connection to Grantee's Headend.

"Designated Access Provider" means the entity or entities designated by the City to manage or co-manage Public, Educational or Governmental Access Channels and facilities. The City may be a Designated Access Provider.

"Downstream Channel" means a Channel capable of carrying a transmission from the Headend to remote points on the System or to Interconnection points on the Cable System.

"Dwelling Unit" means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

"Expanded Basic Service" means cable programming services not included in the Basic Service and excluding premium or pay-per-view services.

"FCC" means the Federal Communications Commission or its lawful successor.

"Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric light-wave impulses.

"Franchise" means the document in which this definition appears, that is executed between City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.

"Franchise Area" means the incorporated area within the jurisdictional boundaries of the City, including any areas that become incorporated due to annexation by the City during the term of this Franchise.

"Franchise Fee" includes any tax, fee or assessment of any kind imposed by the City on the Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

(A) Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);

(B) Capital costs that are required by the Franchise to be incurred by the Grantee for Public, Educational or Governmental Access facilities, including the support required in Section 9.5.

(C) Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

(D) Any fee imposed under Title 17, United States Code.

"Grantee" means Comcast Cable Communications Management, LLC or its lawful successor, transferee or assignee.

"Gross Revenues" means any and all revenue derived directly or indirectly by Grantee, or by Grantee's Affiliates from the operation of the Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly and other fees charged Subscribers for Cable Services including Basic Service, Expanded Basic Service, any expanded Tiers of Cable Service, other Tiers of Cable Service, optional Premium Service, pay-per-view and per-program Channels, Cable Service installation, disconnection, reconnection and change-in-service fees, Leased Access Channel fees, remote control rental fees, late fees and administrative fees or other consideration received by the Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles (GAAP), revenues from rentals of converters or other Cable System equipment, advertising sales revenues (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area), net of commissions due to advertising agencies that arrange for the advertising buy, revenues from program guides, additional outlet fees, revenue from the sale or carriage of other Cable Services, and revenues from home shopping. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii) any taxes on services furnished by the Grantee that are imposed directly on any Subscriber or user by the State, City or other governmental unit and that are collected by the Grantee on behalf of said governmental unit; or (iii) the capital contributions as required by Section 9.5 of this Franchise. The Franchise Fees are not a tax and are therefore included in Gross Revenues.

"Headend" or "Hub" means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals and all other related equipment and Facilities.

"Interconnect" or "Interconnection" means the provision of electronic linkage of City Access Channel programming to geographically contiguous cable systems served by Grantee's Headend located in Kitsap County, including technical, engineering, physical, and other necessary components to accomplish, complete and adequately maintain such provisioning.

"Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

"Locally Scheduled Original Programming" means Public Access, Government Access or Educational Access programming that is created by the City or their designated access provider(s) including edited coverage of live programming. Such Locally Scheduled Original Programming shall not be considered as qualifying as such after three (3)

cablecasts (initial, first repeat and second repeat). Automated Video Programming filler, such as cablecasts of highways and roads, or video bulletin boards does not constitute Locally Scheduled Original Programming that qualifies herein.

"Noncommercial" means, in the context of Access Channels, those particular products and services that are not promoted or sold. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving contributions used to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the Corporation for Public Broadcasting or some similar manner, subject to applicable law.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some hours on Saturday.

"Normal Operating Conditions" means those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions, and availability of materials, equipment or labor. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to peak or seasonal demand periods and maintenance or upgrade of the Cable System.

"Pay Service" or "Premium Service" means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program or per-event basis.

"Person" means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

"Rights-of-Way" means land acquired for or dedicated to the public or are hereafter acquired or dedicated to the public and maintained under public authority, including but not limited to public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks and areas behind sidewalks, easements, and similar public property located within the Franchise Area.

"School" means any State accredited K-12 public or private educational institution located in the City not including home schools, prisons or jails (provided that state accredited juvenile schools within prisons or jails shall be included).

"Service Interruption" means the loss of picture or sound on one or more cable Channels.

"Standard Installation" means an installation that is within 125 aerial feet or 60 underground feet of Grantee's trunk or feeder lines which is capable of providing Cable Service.

"State" means the State of Washington.

"Subscriber" or "Customer" means any Person (including those under a bulk billing arrangement) who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee's express permission. Said permission may be withdrawn and the customer disconnected by Grantee at Grantee's discretion.

"System" or "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term "Cable System" or "System" shall mean Grantee's Cable System in the Franchise Area unless the context indicates otherwise.

"Tier" means a category of Cable Services provided by the Grantee for which a separate rate is charged.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law. This Franchise shall constitute both a right and an obligation to fulfill the obligations set forth in, the provisions of this Franchise.

(B) The Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with the Bainbridge Island Municipal Code, as may be amended periodically and all lawfully enacted applicable construction codes and regulations. The Grantee specifically agrees to comply with the provisions of City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendment to any ordinance, rule, regulation, resolution, or other enactment of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its generally applicable regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications unless there is a conflict with Grantee's negotiated rights hereunder. Grantee reserves all rights it may have to challenge such lawful modifications whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(C) This Franchise shall not be interpreted to prevent the City from imposing other conditions, to the extent permitted by law.

(D) Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.

(2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property, including by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including without limitation, permits for placing devices on poles, in conduits or in or on other structures.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Ways in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(G) This Franchise is an express authorization to provide Cable Services only. This Franchise is not a bar to the imposition of any lawful conditions on Grantee with respect to non-Cable Services, telecommunications services or information services, whether similar, different or the same as the condition specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable Services, telecommunications services or information services or relieve Grantee of its obligation to comply with any such authorization(s) that may be lawfully required.

2.2 Use of Rights-of-Way

(A) Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all lawfully enacted and applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of Way.

(B) Grantee must follow City-established requirements, including the Bainbridge Island Municipal Code, as may be amended periodically, as well as all other City codes, ordinances and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. The Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by City, or that is installed without prior City approval of the time, place or manner of installation and charge Grantee for all the costs associated with removal; and City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way provided the same is consistent with State law.

2.3 Term

This Franchise is and shall remain in full force and effect for a period of five (5) years from and after its adoption and the effective date of this Franchise, subject to acceptance of this Franchise by Grantee and subject to the paragraph below in this Section 2.3.

Except as provided herein, the term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall commence upon the effective date hereof and shall expire five (5) years from the effective date of this Franchise unless lawfully terminated sooner as hereinafter provided. Provided, however, if both the City and the Grantee mutually agree on extending the Franchise's current terms and conditions and any new terms and conditions to be included in the Franchise, the term of this Franchise shall be extended for an additional five (5) years.

2.4 Effective Date

(A) This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise as specified in this Section and for the duration of the term as specified in Section 2.3.

(B) The effective date of this Franchise shall be five business days after its adoption.

(C) The grant of this Franchise shall have no effect on the Grantee's duty under any ordinances or franchise in effect prior to the Effective Date of this Franchise or any effect on the Grantee's duty while it continued to be bound by the terms and conditions of such ordinances or franchise between the time of the expiration date of such franchise until the Effective Date of this Franchise to indemnify or insure the Grantor against previous acts and omissions or to pay any Franchise Fees, capital contributions, business and utility taxes or any other payments due under any ordinances or franchise in effect or under any such ordinances or franchise under which Grantee continued to operate the Cable System in the City prior to the Effective Date of this Franchise. Other than as provided herein, Ordinance Number 70-14, Ordinance Number 2001-52, Ordinance Number 2003-26 and Ordinance Number 2007-43 are null and void and of no further force or effect.

2.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by City or its predecessors to any Person to use any property, Right-of-Way, easement, including the right of City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as City deems appropriate.

2.6 Grant of Other Franchises

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; public, education and government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.

(B) In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall provide notice of such application.

(C) In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's

intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.9 Police Powers

Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.10 Franchise Area

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of City's Rights-of-Way, Grantee shall pay as a Franchise Fee to City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty five (45) days after said dates.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim City may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due or such shorter period of time if so provided by law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in

summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous six (6) years or such shorter period of time if so provided by law. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to $7,500 per audited year.

3.6 Financial Records

Grantee agrees to meet with a representative of the Grantor upon reasonable written request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Interest on Late Payments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the payment or sum due, interest from the due date at the prime rate as listed in the Wall Street Journal on the date the payment was due, until the date the City receives the payment.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time throughout the term of this Franchise, City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues in any twelve (12) month period, the parties hereby agree to amend the Franchise after written notice to Grantee, and a public meeting to discuss same provided that all wireline cable systems in the Franchise Area over which the City has jurisdiction are treated in an equivalent manner. In the event that at any time throughout the term of this Franchise, City is limited by federal law to collecting an amount which is less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee may reduce the Franchise

Fee payments to the City in accordance with federal law and the parties hereby agree to amend the Franchise unless the City would be covered under grandfathered provisions under federal law to keep the Franchise Fee at 5% of Gross Revenues.

3.9 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments regarding Access Fees, funding, and Access Channels are excluded from the definition of Franchise Fees herein and are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to City, pursuant to any federal law.

3.10 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within one hundred twenty (120) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within forty five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a Letter of Credit or other security provided by the Grantee.

3.11 Bundling

In addition to the requirements elsewhere in this Franchise, Grantor acknowledges that, during the term of this Franchise, Grantee may offer to its subscribers, at a discounted rate, a bundled or combined package of services consisting of Cable Services, which are subject to the Franchise Fee referenced above in Section 3.1, and other services that are not subject to that Franchise Fee. To the extent discounts reduce revenues includable for purposes of calculating Franchise Fees, the Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of Franchise Fees to the City. As between Cable Services and non-Cable Services, revenues shall be allocated on a pro rata basis. If a dispute arises between the parties regarding this matter, Grantor and Grantee will meet within ten (10) days' notice and discuss such matters in good faith in an attempt to reach a reasonable compromise thereof.

3.12 Additional Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is determined by applicable law.

3.13 Tax Liability

The Franchise Fees shall be in addition to and there shall not be any offset against Franchise Fees for generally applicable taxes and fees which are now or hereafter required to be paid by businesses in accordance with the law, including, the City Utility

Tax provided for in City Code subsection 5.08.040 D (or any lawful amendment or modification thereto or any successor provision thereto) or Business or Occupation Tax in City Code chapter 5.05, (or any lawful amendment or modification thereto or any successor provision thereto) sales, use and other taxes, and business license fees.

SECTION 4. ADMINISTRATION AND REGULATION

City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent in the sole discretion of the City.

4.1 Rates and Charges

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by City to the full extent authorized by applicable federal, State and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309 (B) (ii) (A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

4.2 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;

(B) The offering of reasonable discounts to similarly situated Persons;

(C) The offering of rate discounts for either Cable Service generally; or

(D) The offering of bulk discounts for Multiple Dwelling Units.

(E) The Grantee continues to offer through a voluntary initiative a discount of 30% from its published rate card rate to Subscribers for Basic Cable Services or the Basic portion of Expanded Basic as part of their service (provided they are not already receiving a package discount) who are deemed low income by City standards and aged 65 years or older or disabled, provided that such individual(s) are the legal owner or lessee/tenant of their Dwelling Unit.

4.3 Filing of Rates and Charges

Throughout the term of this Franchise, Grantee shall maintain on file with City a complete schedule of applicable rates and charges for Cable Services provided under this

Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

4.4 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

4.5 Performance Evaluation

(A) Special evaluation sessions may be held at any time upon request by City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise.

(B) All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

(C) Topics that may be discussed at any evaluation session may include those issues surrounding Grantee's failure to comply with the terms of the Franchise provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision herein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise are invoked.

4.6 Leased Access Channel Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.7 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State and federal laws.

(B) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee, at its sole cost and expense, shall indemnify, defend and hold City, its officers, officials, City Council, boards, commissions, authorized agents, representatives, and employees, harmless from any

action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or its employees or by reason of any neglect or omission of Grantee its authorized agents or its employees. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Subject to applicable law, Grantee shall indemnify City for any damages, claims, additional costs or expenses payable by City related to, arising solely out of or resulting solely from Grantee's failure to properly install, remove, adjust or relocate any of its facilities in the streets in accordance with any lawful relocation required by City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert System.

(D) Procedures and Defense. If a claim or action arises, City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting City without City's written approval that shall not be unreasonably withheld.

(E) Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

(F) Duty to Give Notice. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

(G) Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and

the counsel selected by Grantee to represent the City, Grantee shall select and pay for other counsel without conflict of interest with the City.

5.2 Insurance Requirements

(A) General Requirement. Grantee shall, at its own expense, purchase and maintain the minimum insurance required herein with companies duly licensed to issue insurance in the State of Washington possessing a current A.M. Best, Inc. Rating of A VII or better and shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars ($2,000,000) per occurrence. The general aggregate limit shall be no less than five million dollars ($5,000,000). Such insurance shall name the City, the City's officers, officials, City Council, boards, commissions, agents, representatives, volunteers and employees as additional insureds.

(2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars ($2,000,000) each occurrence and five million dollars ($5,000,000) aggregate with respect to each of Grantee's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Franchise.

(3) Employer's Liability with limits of at least one million dollars ($1,000,000).

(4) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State law for all employees.

The amounts listed above are the minimum deemed necessary by Grantor to protect Grantor's interests in this matter. Grantor has made no recommendation to the Grantee as to the insurance necessary to protect Grantee's interests and any decision by the Grantee to carry or not carry insurance amounts in excess of the above is solely that of the Grantee. Grantee shall be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed limits of Grantee's insurance coverage.

(B) Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated or materially diminished so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this Franchise is satisfactorily completed and in the event any insurance policy required by this Franchise shall be written on a claims made basis,

Grantee agrees to keep such policy in place as well as Commercial General Liability Insurance, for at least one (1) year past completion and acceptance of Grantee's work or services and one year beyond expiration or termination of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify City for losses City otherwise would have been covered for as an additional insured.

All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its officers, officials, agents, and employees for any claims arising out of Grantee's work or service. Grantee solely shall be responsible for deductibles and/or self-insured retention, and City, at its option, may require Grantee to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable Letter of Credit.

(C) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, and the City's officers, officials, City Council, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, City Council and the City's officers, officials, boards, commissions, agents, representatives and employees. Any insurance or self- insurance maintained by the City, City Council and the City's officers, officials, boards, commissions, agents, representatives, volunteers or employees shall be in excess of the Grantee's insurance and shall not contribute to it, provided the occurrence arises out of Grantee's acts or negligence; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(D) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the City at the time of

acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Security

(A) Grantee shall provide a performance bond in the amount of twenty-five thousand dollars ($25,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore City Rights-of-Way and other property. Grantee may be required to obtain additional bonds, such as generally applicable construction bonds, in accordance with the City's ordinary practices. The construction bond and performance bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond(s), and shall keep the same in full force and effect at all times. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

(B) The bond shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days written notice first being given to Grantor. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond.

(C) If there is uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of twenty-five thousand dollars ($25,000).

(D) After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the letter of credit may be drawn upon by the City for purposes that include, but are not limited to the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Liquidated damages assessed against Grantee as provided in this Franchise.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within ten (10) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

(F) Grantee agrees to maintain continuous uninterrupted letter of credit and bonds in the amounts required for the duration of this Franchise or as otherwise specified in this Franchise.

(G) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. After a determination by the City Council, Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal on the date the City withdrew funds from the Letter of Credit or Performance Bond until the date the City returns the money to Grantee.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards as provided in FCC Standards and Regulations 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619.

6.2 Subscriber Privacy

Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

6.3 Customer Service Location(s)

For a period of two (2) years from the Effective Date, the Grantee must maintain, at a minimum, one (1) Customer service location as prescribed herein conveniently located within Kitsap County that will be open during Normal Business Hours, to provide Subscribers the opportunity to pick up (certain types of equipment depending upon size and subject to storage availability on site) and return Subscriber equipment and to make bill payments. Sixty (60) days prior to any closure of such Customer Service location, the City and the Grantee agree to meet to discuss any prospective closure. In addition, Grantee shall at all times maintain a Customer support center where Customers may access information related to services and products, make bill payments or "speak" with a Customer Service Representative. Grantee is encouraged to provide a website whereby Customers can request service credits and make payments.

6.4 Customer Service Agreement and Packet

(A) Grantee shall provide to Subscribers an accurate, comprehensive service agreement (currently called the work order) and Customer installation packet (currently called the Install Package) for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

(1) Grantee's procedure for investigation and resolution of Subscriber service complaints.

(2) Services to be provided and rates for such services.

(3) Billing procedures.

(4) Service termination procedure.

(5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions.

(6) A complete statement of the Subscriber's right to privacy.

(7) Equipment policy.

(8) The name, address and phone number of the Customer care department that is responsible for handling cable questions and complaints for the Grantee.

(B) A copy of the installation packet shall be available to each Subscriber at the time of initial installation and at the Customer service office and during any reconnection or Cable Service upgrade requiring a home visit by the Grantee (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the packet is requested by the Subscriber. Within thirty (30) days following material policy changes, information regarding the changes will be provided in writing to Subscribers.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

(A) Books and Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an

inspection by the City shall be retained by the Grantee for a minimum period of six (6) years.

If any books or records of Grantee are not kept in a local office and if Grantor determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses, not to exceed Grantee's internal guidelines for travel expense, incurred in making such examination shall be paid by Grantee.

(B) File for Public Inspection. Throughout the term of this Franchise, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.2 Confidential/Proprietary Information.

Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time.

7.3 Records Required

Grantee shall at all times maintain:

(A) Access to a full and complete set of plans, records and "route" maps showing the location of all Cable System equipment installed or in use in the Rights-of-Way, that are generated in Grantee's normal course of business;

(B) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(C) A list of Grantee's Cable Services, rates and Channel line-ups;

(D) A compilation of Subscriber complaints, actions taken and resolution, and a log of service calls.

(E) Financial records as referred to in this Franchise.

7.4 Copies of Federal and State Reports

Upon written request, Grantee shall submit to City copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to City no later than thirty (30) days after receipt of City's written request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency or unless such documents are attorney work product. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

7.5 Complaint File and Annual Reports

Grantee shall keep an accurate and comprehensive compilation of any and all Customer complaints received and Grantee's actions in response to those complaints, in a manner consistent with the privacy rights of Subscribers. Grantee shall provide an executive summary report to the City on an annual basis within ninety (90) days of the end of each year that shall include the following information:

(A) Nature and type of Customer complaints;

(B) A summary of unplanned Service Outages in excess of 2 or more hours, including the date and duration;

(C) Average response time for service calls;

(D) Phone activity report consistent with Grantee's regular business practices;

(E) A description of major planned construction, if known; and

(F) A summary of the previous year's activities regarding the development of the Cable System, including, beginning and ending plant miles constructed, any technological changes occurring in the Cable System and the number of subscribers for each class of Cable Service (i.e., Basic, Expanded Basic Service, premium, etc.);

7.6 Inspection of Facilities and Annual Meeting

Grantor, consistent with the other provisions herein, may inspect any of Grantee's facilities and equipment located in the Rights-of-Way or on other public property at any reasonable time during business hours upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice.

Throughout the term of the Franchise, Grantee shall, upon written request, meet with the City on an annual basis upon fifteen (15) days prior written notice from City. Matters to be discussed include, but are not limited to Customer service, Cable System performance, technical issues and other matters related to Grantee's operation of the Cable System.

7.7 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, that are available to City under this Franchise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide at least the following initial broad categories of programming to the extent such categories are reasonably available.

(A) Government programming;

(B) News, weather and information;

(C) Sports;

(D) General entertainment including movies;

(E) Children and family oriented;

(F) Arts;

(G) Foreign language;

(H) Science/technology.

8.2 Deletion of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of Federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws.

8.4 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and upon request from a Subscriber periodically thereafter.

8.6 Complementary Cable Service

City acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary cable services against franchise fees, Grantee shall first provide Grantor with ninety (90) days prior notice. Grantor reserves its rights to challenge the value of and what items are included in Governmental Complimentary Cable Service. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Service and set top box to those City buildings now existing, acquired or hereafter constructed provided that the buildings are either owned and occupied or leased and occupied by the City for administrative or educational purposes, fire station(s), police station(s), libraries and School(s) and provided further that they are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of its Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. In the case of leased facilities, the recipient of service is responsible for securing approval for appropriate right of entry suitable to the Grantee in its reasonable discretion. The Cable Service provided shall not be used for commercial purposes and the City shall take reasonable steps to limit display in public areas to the City Access Channels. The City shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. To the extent not inconsistent with other provisions in this Franchise, the City shall hold the Grantee harmless from any and all liability or claims arising out of the use of Cable Service at City facilities and other facilities identified in this Section. For new hookups, the Grantee shall not provide an outlet to such buildings where a non-Standard Installation is required, unless the City or building owner/occupant agrees to pay the cost of any necessary Cable System extension and non-Standard Installation.

8.7 New Technology

(A) If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test

or trial is suited to the size and demographics of the City, Grantee shall be allowed by City to conduct the trial or beta test in the City so long as such a test is technically feasible.

(B) If there is a new technology that in City's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to City the results of such investigation within ninety (90) days from the date of such request.

8.8 Leased Access Channels

The Grantee shall provide leased access channels as required by Federal Law.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Access Channels

(A) All assigned Access Channels can be used to transmit programming in any format which is technically compatible with the Cable System, including, by way of example and not limitation, video and audio, audio only, secondary audio and/or text (character generated) messages. Such uses must be in furtherance of Access purposes. During the term of this Franchise, Grantee shall provide, as part of the Basic Service package, at no charge, the following Access Channels:

(B) Standard Definition ("SD") Digital Access Channel.

(1) Grantee shall provide one (1) Activated Downstream Channel for PEG Access use in a standard definition ("SD") digital format in Grantee's Basic Service ("SD Access Channel"). Grantee shall carry all components of the SD Access Channel Signal provided by Grantor including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Grantor shall be responsible for providing the SD Access Channel Signal in an SD format to the Demarcation Point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channel with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Grantee shall carry all components of the SD Access Channel signal provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by Grantor, Grantee shall verify signal delivery to Subscribers with the Grantor, consistent with the requirements of this Section 9.1(B).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the Demarcation Point. The Grantor shall be responsible for costs associated with SD Access signal transmission on its side of the Demarcation Point.

(4) SD Access Channel may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(C) High Definition ("HD") Digital Access Channel.

(1) Within one hundred eighty (180) days of written notice, Grantee shall activate one (1) HD Access Channel, within the complete Franchise Area of Grantor, for which the Grantor may provide Access Channel signal in HD format to the Demarcation Point at the designated point of origination for the Access Channel. Activation of such HD Access Channel shall only occur after the following conditions are satisfied:

(a) The Grantor shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel; and,

(b) There will be a minimum of five (5) hours per-day, five days per-week of HD PEG programming available for each HD Access Channel.

(2) The Grantor shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channel with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signal provided by the Designated Access Provider including, but not

limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Grantor, Grantee shall verify signal delivery to Subscribers with the Grantor, consistent with the requirements of this Section 9.1(C).

(4) HD Access Channel may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) Grantee shall simultaneously carry the HD Access Channel provided for in Section 9.1(C) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channel provided pursuant to Subsection 9.1.

(E) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement SD and HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial SD and/or HD channels carried on the Cable System and so long as there is no material signal degradation due to Grantee implementing other manners of SD and HD carriage of the PEG Channel. In the event the Grantor believes that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

(F) In the event Grantee makes any change in the Cable System and related equipment and facilities or in signal delivery technology, which change directly or indirectly affects the signal quality or transmission of any Access Channel programming or services, the Grantee shall, at its own expense, take necessary technical steps, acquire new equipment so that the Access facilities and equipment may be used as intended to ensure that delivery of Access Video Programming signals is not diminished or adversely affected including, among other things, so that live and recorded programming can be cablecast with as good signal quality than existed prior to such change.

(G) Such HD Channel will be assigned a number near the other HD Local Broadcast Stations, if such a channel location is available. If not, the HD Channel shall be assigned a Channel Location near other HD news/public affairs programming or as reasonably close as available channel numbering will allow.

(H) The Grantee shall include appropriate designation for the PEG Channels on channel cards and other channel listings provided to Subscribers.

9.2 Management and Control of Access Channels

(A) City may authorize Designated Access Providers to control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise, the FCC, federal and State law. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

(B) Grantee shall cooperate with City and Designated Access Providers in the use of the Cable System and Access facilities for the provision of Access Channels.

9.3 Access Channel Identification/Location/Relocation/Bill Insertions

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall keep PEG Channels on the lowest Tier consistent with applicable law. Subject to applicable law, it is acknowledged that Grantor and Grantee each reserve their rights with respect to whether PEG Channels may be required to be kept on the lowest Tier under effective competition as provided by law. Grantee shall provide to the City a minimum of sixty (60) days notice, and use its best efforts to provide ninety (90) days notice, prior to any relocation of its Access Channels, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. Grantee shall reimburse the City up to three thousand dollars ($3,000.00) for the necessary cost of replacing printed materials in the event that the Access Channel is moved.

Grantee, upon request, and when space is available, shall provide the City the opportunity to include two bill insertions per year. The City or Designated Access Providers shall be responsible for the costs of printing its bill insertions, the cost of inserting the information into Grantee's bills and for any incremental postage costs. Bill insertions must conform to Grantee's reasonable mailing requirements. Grantee shall be provided an opportunity to review and approve all Access bill insertions.

9.4 Access Interconnections

(A) Grantee shall, in accordance with this Franchise, continue throughout the term of this Franchise to maintain the existing Interconnection with the adjacent cable systems owned and operated by Grantee or an Affiliate of Grantee. Grantee, at its expense shall take all necessary technical steps to ensure that downstream transmissions provide an adequate signal quality in accordance with FCC regulations.

(B) Grantee shall, in accordance with this Franchise, continue throughout the term of this Franchise to maintain the existing Interconnect with the adjacent cable system not owned or operated by Grantee or an Affiliate of Grantee.

(C) Nothing in this section alters Grantee's Channel obligations for Access programming delivered to Subscribers within the Franchise Area.

(D) It is not the Grantee's responsibility to ensure that the signals provided to the existing Interconnection by another Interconnecting cable system meet industry standards.

(E) Any equipment and construction costs borne by Grantee in connection with the obligation to provide for Access Channel Interconnection shall be considered a capital cost. City agrees that such cost is an "external cost" as such term is used in 47 C.F.R. Section 76.922(f) on the date of this Franchise, and as such, the cost is permitted under federal law and regulation to be passed through to Subscribers, to the extent and in a manner provided for in federal regulations governing the same.

9.5 Support for Capital Costs

Within sixty (60) days of the Effective Date of this Franchise, Grantee shall commence paying to the City an Access Fee for educational and government access capital expenditures in an amount of forty-one cents ($.41) per Subscriber per month. This amount may be changed by City during the term of the Franchise via written notice to Grantee by the Grantor. Grantee shall begin remitting such changed amount, up to a maximum of forty-one cents ($.41) per Subscriber per month, within sixty (60) days of the written notice. Grantee shall make such payments quarterly, no later than thirty (30) days following the end of the quarter. The City agrees that 47 C.F.R. §76.922 permits Grantee to add the cost of the Access Fees to the price of Cable Services and to collect the Access Fees from Subscribers. In addition, as permitted in 47 C.F.R. §76.985, all amounts paid as the Access Fees may be separately stated on Subscriber's bills as a government access capital equipment fee.

9.6 Technical Quality

The Grantee shall maintain all Access channels and Interconnections as required by FCC standards.

9.7 Return Connectivity

(A) Throughout the term of this Franchise, Grantee at its cost and expense shall continue to provide and maintain a fiber optic local origination return line (and associated optical transmitter and receiver, fiber optic path and any necessary repeaters, transport and other equipment) from the origination point located within the Grantor's City Hall located at 280 Madison Avenue North, to the Kitsap County Fairgrounds and from the Fairgrounds to its Headend. Such fiber optic line and equipment shall have sufficient capacity to deliver signal quality as described in this Franchise without signal degradation. The Grantor will provide Grantee with an encoded signal for insertion to the fiber optic transmitter and shall utilize the local origination return line for the transmission of PEG programming for the Access Channel only and shall be responsible for the cost of the encoder at City Hall. Upon written request of the Grantor, Grantee shall construct and maintain additional fiber-optic return connectivity from other locations within the Franchise Area, for the purpose of delivering Access programming. All return connectivity engineering and construction costs for additional fiber optic connectivity shall be paid by the Grantor at a cost mutually agreed to between the Grantor

and Grantee prior to beginning construction, and shall be completed within four (4) months of the year following Grantor's acceptance of Grantee's estimated cost. Grantee must submit to Grantor, all requested estimates, prior to March 1st of each calendar year, and Grantor must respond, to Grantee, with acceptance or refusal prior to June 1st of each calendar year. Grantor shall be responsible for any of Grantee's engineering costs associated with a project requested by Grantor, but not accepted for construction. Grantee may require that a reasonable deposit of the estimated project cost be paid in advance.

(B) After satisfactory completion of work requested by the Grantor for which the Grantor is to reimburse the Grantee and upon submission by Grantee of a proper invoice for payment of the cost reasonably incurred and accompanied by such evidence in support thereof, the Grantor agrees to make payment for the cost reasonably incurred up to the estimated cost for the work; provided, however, that all payments shall be subject to adjustment for any amount found upon audit or otherwise to have been improperly invoiced. All work shall be performed in a cost-effective manner to minimize the costs to the Grantor.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Construction

(A) Grantee shall perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances and provisions of this Franchise. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

(B) Prior to beginning any construction, Grantee shall provide City with a construction schedule for work in the Rights-of-Ways as required by City's permitting regulations, obtain all necessary permits and pay all required permit fees, which shall not be offset against the Franchise Fee.

(C) Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Prior to doing such work, Grantee shall apply for, and obtain, appropriate permits from City, and give appropriate notices to City, and Grantee shall pay all applicable fees upon issuance of the requisite construction permits by City to Grantee. As a condition of any permits so issued, City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees, licensees, and franchisees so

as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.

(D) In the event that emergency repairs are necessary, Grantee shall notify Grantor of the need for such repairs as soon as practicable. Grantee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.2 Location of Facilities

Within three (3) business days, unless otherwise specified in federal, State or local regulations, after the City or any franchisee, licensee or permittee of the City notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation.

10.3 Restoration of Rights-of-Way

(A) When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its construction permit.

(B) If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. City may, after providing notice to Grantee, and Grantee's failure to respond within the required time, refill or repave any opening made by Grantee in the Rights-of- Way, and the expense thereof shall be paid by Grantee. City may, after providing notice to Grantee, and Grantee's failure to respond within the required time, remove and repair any work done by Grantee that, in the determination of City, does not conform to applicable code. The cost thereof, including the costs of inspection and supervision shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of City and State.

10.4 Maintenance and Workmanship

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, City's authority.

(B) Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair and safe condition.

(C) The Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere

with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

(D) Grantee will maintain membership in good standing with the Utility's Underground Location Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by Washington State's "Underground Utilities" statutes and will further comply with and adhere to procedures and practices relating to the one call locator service program.

(E) When practicable, Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.

(F) Interruptions to be Minimized. The Grantee shall endeavor to schedule maintenance which may cause degradation or interruption to services provided, on its System at times that will minimize the impact of interruptions in service to Subscribers.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any facility, Grantee shall, at Grantor's request, submit to Grantor a statement regarding all facilities involved, whether authorized by Franchise, permit or other prior right and specifying the location of all such facilities to the extent Grantee has possession of such information. Such facilities shall immediately be subject to the terms of this Franchise.

10.6 Reservation of Rights-of-Way

Nothing in this Franchise shall prevent City from constructing any public work or improvement. If any of Grantee's Cable System interferes with the construction or repair of any Rights-of-Way or public improvement, including construction, repair or removal of a sewer or water main, Grantee's Cable System shall be removed or relocated in the area City shall direct. Any and all such removal or relocation shall be at the expense of Grantee. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its facilities. All such removal or relocation shall be preceded by sixty (60) days written notice or such additional time as may be provided by City. Should Grantee fail to remove, adjust or relocate its facilities by the date established by City's written notice to Grantee, City may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee.

(A) Movement of Cable System For and By City. The City may remove or disconnect Grantee's facilities and equipment located in the Right-of-Way or on any other property of the City in the case of fire, disaster or other emergency. Except during an emergency, the City shall provide reasonable notice to Grantee prior to taking such action and shall provide Grantee with the opportunity to perform such action. Following notice by the City, Grantee shall remove, replace, relocate, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City, except that the City shall provide at least sixty (60) days' written notice of any major

capital improvement project that would require the removal, relocation, replacement, modification or disconnection of Grantee's facilities or equipment. If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee. Grantee shall remit payment to City within thirty (30) days of receipt of an itemized list of those costs.

(B) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The cost of such temporary change must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.7 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by City during the term of this Franchise, unless City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to City, remove its facilities from such Rights-of-Way, and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by City, to restore, repair or reconstruct such Rights-of-Way, City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

10.8 Removal of Discontinued Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that City allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, City may require Grantee to remove the facility from the Rights of Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by City. Until such time as Grantee removes or modifies the facility as directed by City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for the facility, as well as maintenance of the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.9 Hazardous Substances

(A) Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Rights-of-Way.

(B) Grantee shall maintain and inspect its System located in Rights-of-Way. Upon reasonable notice to Grantee, City may inspect Grantee's facilities in Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residues of hazardous substances related thereto.

10.10 Undergrounding of Cable

(A) Wiring.

(1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules and in a manner that allows Grantee to maintain its signal integrity in accordance with FCC requirements. In areas where electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(2) The Grantee shall utilize existing poles and conduit wherever possible.

(3) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.

(4) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. Therefore, if the Grantee further upgrades its Cable System, the Grantee shall submit these plans to the City in accordance with the City's permitting process so that such opportunities may be explored. However, nothing set forth herein shall obligate the Grantee to slow the progress of any future upgrade of the Cable System to accommodate the City. In addition, the Grantee agrees to cooperate with the City in any other construction by the Grantee that involves trenching or boring. If sufficient space is reasonably available and there is no threat of degradation to Grantee's Cable System, the Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares proportionally in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

(5) The City shall not be required to obtain easements for the Grantee.

(B) Repair and Restoration of Property. If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, the Grantee shall restore the property to its former condition. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Director of Public Works or his or her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Director of Public Works may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Grantee's expense and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall issue payment to the City. If suit is brought by City upon Grantee's failure to pay for repair or restoration, the responsibility for reasonable costs and expenses of the prevailing party including attorney costs and fees, will be determined by a court of competent jurisdiction.

10.11 Codes

Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference, City may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

10.12 Construction and Use of Poles

Whenever feasible, Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, subject to the terms of any City permit, then it shall be lawful for Grantee to make all needed excavations in the streets for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, conduits, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System.

10.13 Tree Trimming

Upon obtaining a written permit from City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System.

10.14 Standards

(A) The Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health

Administration (OSHA) Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee shall ensure that all cable drops are properly bonded and grounded at the home at the time of installation, consistent with applicable code requirements. All non-conforming or nonperforming cable drops shall be replaced by Grantee during the normal course of business.

(B) All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws so as not to interfere with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. Grantee shall follow standard industry practices in the burying of service drops and make best efforts to complete burial within three (3) calendar weeks of initial request for service or installation (whichever is later) and at a minimum of twelve (12) inches depth.

10.15 Stop Work

On notice from City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by City. The stop work order shall:

(A) Be in writing;

(B) Be given to the Person doing the work, or posted on the work site;

(C) Be sent to Grantee by mail at the address given herein;

(D) Indicate the nature of the alleged violation or unsafe condition; and

(E) Establish conditions under which work may be resumed.

10.16 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be insured and bonded in accordance with local ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

10.17 GIS Mapping

Grantee shall provide the City with records of Grantee's trunk and distribution facilities within the Franchise Area in a standard geographic information system format (GIS) format which is currently ESRE. All updates of the GIS shall be submitted to the City Public Works & Utilities Department within thirty (30) days upon annual request or sooner as may reasonably be required by the City.

SECTION 11. CABLE SYSTEM DESIGN

Subscriber Network

(A) Prior to the effective date of this Franchise, the Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node Cable System architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial Cable System already serving Subscribers. Active and passive devices currently are passing a minimum of 750 MHz, and the Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of a particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise. The Grantee's System shall, at all times during the Franchise term, meet or exceed the following requirements: The System shall be capable of continuous twenty-four (24) hour operation without severe material degradation of service quality except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major System components.

(B) Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

(C) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(D) Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.

(E) System Review. The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by the Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize that, as of the Effective Date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

(F) Sixty (60) days prior to Grantee's change in the designation of its principal Headend, it shall notify the City in writing of the proposed change.

SECTION 12. TECHNICAL STANDARDS

Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 13. CABLE SYSTEM PERFORMANCE TESTING

(A) Grantee shall, at its expense, perform all tests on its Cable System required by the FCC (including FCC required test points located within the City) and shall maintain written records of its test results. Upon request, all FCC required technical performance tests may be witnessed by representatives of the City. Copies of such test results will be provided to the City upon request.

(B) All required technical performance or other Cable System tests shall be at the expense of the Grantee. Upon request, Grantee will notify the City before any required technical proof-of-performance or other testing occurs.

(C) Grantee shall promptly take such measures as are necessary and diligently continue the same until completion in order to correct any performance deficiencies fully and to prevent their recurrence. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and satisfactory results are obtained.

SECTION 14. SERVICE EXTENSION

Service Availability

(A) In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within its Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise.

(2) At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.

(3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Customers, MDU Bulk Customers and other lawful exceptions to uniform pricing.

(B) No Customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Customers, or a density of less than twenty-five (25) residences per 5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. The Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Customers and be paid in advance.

(C) The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise and all applicable laws. Grantee is under no obligation to provide service to dwelling units where there are Homeowner's Associations or Metropolitan Districts that do not allow access to Grantee or where another cable operator is providing cable service.

SECTION 15. STANDBY POWER AND EAS

15.1 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least two (2) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

15.2 Emergency Alert Capability

(A) In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System ("EAS") implementation will be accomplished by Grantee in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.

(B) Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

SECTION 16. FRANCHISE BREACHES; TERMINATION OF FRANCHISE

16.1 Procedure for Remedying Franchise Violations

(A) If City believes that Grantee has failed to perform any material obligation under this Franchise or has failed to perform in a timely manner, City shall notify Grantee in writing, stating with documented specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) Respond to City, contesting City's assertion that a default has occurred, and requesting a hearing in accordance with subsection (B), below;

(2) Cure the default; or

(3) Notify City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days' prior written notice, either City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, City may set a hearing in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A) (3), or denies the default and requests a hearing in accordance with subsection (A) (1), or City orders a hearing in accordance with subsection (A) (3), City shall set a public hearing to investigate said issues or the existence of the alleged default. City shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, City shall not unreasonably limit Grantee's opportunity to make a record that may be reviewed should any final decision of City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

(C) If, after the public hearing, City determines that a default still exists, City shall order Grantee to correct or remedy the default or breach within fourteen (14) days of City notification or within such other reasonable timeframe as City shall determine. In

the event Grantee does not cure within such time to City's reasonable satisfaction, City may:

(1) Assess and collect monetary damages in accordance with this Franchise; and

(2) Terminate this Franchise; and

(3) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the City or its designee. Any such determination by City shall be accompanied by a record, to which Grantee's contribution shall not be limited by City (i.e., City shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination of the City. City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

16.2 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, City Council, boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. The Grantee shall not have any monetary recourse against the City, or its officers, officials, City Council, boards, commissions, authorized agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof, subject to applicable law.

16.3 Assessment of Liquidated Damages and Letter of Credit

Subject to Section 5.3:

(A) Grantee shall deliver to the City an irrevocable and unconditional Letter of Credit, in a form and substance acceptable to the City, from a National or State bank

subject to reasonable approval by the City, in the amount of twenty-five thousand dollars ($25,000.00).

(B) The Letter of Credit shall provide that funds will be paid to the City; and in an amount for liquidated damages charged pursuant to this Section, in payment for any monies owed by the Grantee to the City as a result of any material acts or material omissions by the Grantee pursuant to this Franchise or a pattern of repeated violations of any provisions of this Franchise.

(C) In addition to the recovery of any monies owed by the Grantee to the City or damages to the City as a result of any material acts or material omissions by the Grantee pursuant to the Franchise; the City in its sole discretion may, after notice and opportunity to cure as provided in Section 16.1, charge to and collect from the Letter of Credit the following liquidated damages.

(1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as otherwise provided herein, the Liquidated Damages shall be $150.00 per day for each day, or part thereof, such failure occurs or continues.

(2) For failure of Grantee to comply with construction, operation or maintenance standards the Liquidated Damages shall be $150.00 per day for each day, or part thereof, such failure occurs or continues.

(3) For failure to provide the Access Fee payments required by this Franchise, and the implementation and the utilization of the PEG Access Channels, the Liquidated Damages shall be $150.00 per day for each day, or part thereof, such failure occurs or continues.

(4) For failure to comply with any of the material provisions of this Franchise or Customer service standards, or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this paragraph (C), the liquidated damages shall be $150.00 per day for each day, or part thereof, such failure occurs or continues.

(D) Each violation of any material provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of 120 days.

(E) If any subsequent Letter of Credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (l2) months after the expiration of this Franchise. The renewed or

replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in paragraph (A) of this Section.

(F) The City and the Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of the Grantee's breach of this Franchise. Accordingly, instead of requiring such proof of loss or damages, the City and the Grantee agree that the Grantee shall pay to the City the sums set forth above for each day that the Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the City would suffer in the event of the Grantee's breach of such provisions of this Franchise.

(G) The Letter of Credit referred to in Section 5.3 (A) may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.

The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the bond(s) and Letter of Credit to the amount required under this Franchise. Grantee's maintenance of the bond(s) and Letter of Credit shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the bond(s) and Letter of Credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.

Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that a bond or Letter of Credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes a bond or Letter of Credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the bond(s) or Letter of Credit shall be returned to Grantee with interest from the date of withdrawal.

The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or applicable law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by City by reason of the breach of this Franchise.

16.4 Revocation

(A) This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 16.1, or in the event that:

(1) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;

(3) Grantee fails to maintain the required Customer service location as provided in this Franchise in accordance with Section 6.3;

(4) Grantee abandons the Cable System, or terminates the Cable System's operations;

(5) Grantee fails to restore service to the Cable System after three consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System);

(6) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of the Grantee's Cable System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

(B) Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with City to assume and be bound by all of the terms and provisions of this Franchise.

16.5 Purchase of the Cable System

If at any time this Franchise lawfully terminates, the City shall have the option to purchase the Cable System in accordance with the Cable Acts.

SECTION 17. FRANCHISE TRANSFER

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by

controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City's consent shall be required for such change in control.

(G) In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to Grantee's Affiliates or to an intracompany entity controlling, controlled by or under the same common control as Grantee, provided that except for Grantee or its Affiliates, the proposed assignee or transferee must show financial responsibility, if requested in writing, as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 18. ABANDONMENT

If the Grantee abandons its System during the Franchise term, or fails to operate its System in accordance with any duty to provide continuous service to Subscribers, the provisions of this Franchise and the City Code shall apply and the Grantor, at its option, may operate the System or; designate another entity to operate the System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new cable operator is selected by the Grantor. If the Grantor designates another entity to operate the System, the Grantee shall reimburse the Grantor for all reasonable costs, expenses and damages incurred, including reasonable attorneys' fees, court expenses and attributed expenses for work conducted by Grantor's staff or authorized agents.

SECTION 19. PROHIBITED PRACTICES, LOCAL EMPLOYMENT EFFORTS AND NOTICES

19.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

19.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
15815 25th Avenue West
Lynnwood, Washington 98087
Attention: Franchising

With a Copy To:

Comcast Cable
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchising

City's address shall be:

City of Bainbridge Island, Washington
280 Madison Avenue North
Bainbridge Island, Washington 98110
Attention: City Manager

SECTION 20. MISCELLANEOUS PROVISIONS

20.1 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right

and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

20.2 Costs to be Borne by Grantee
Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.

20.3 Binding Effect
This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

20.4 Authority to Amend
This Franchise may be amended at any time by written agreement between the parties.

20.5 Venue
The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington or in the Kitsap County Superior Court.

20.6 Governing Laws
This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, and any other applicable local, State and federal laws, rules, regulations (as such now exist, are later amended or subsequently adopted). To the extent there is a conflict between this Franchise and any City Ordinance or Resolution, the terms and provisions of this Franchise shall control.

20.7 Captions
The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

20.8 No Joint Venture
Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

20.9 Waiver
The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of that party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

20.10 Severability
If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

20.11 Compliance with Federal, State and Local Laws
The Grantee shall comply with applicable federal, state and local laws, now existing or hereafter adopted.

20.12 Force Majeure
The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, vandalism, System interferences by third parties, labor stoppages, slow-downs, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached.

20.13 Entire Franchise
This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

20.14 Attorneys' Fees
If any action or suit arises in connection with this Franchise, either the City or Grantee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith as determined by the court.

20.15 Action of the City or Grantee
In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

20.16 Acceptance
Within forty-five (45) days of receipt of the Franchise after its execution by the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise. The failure of Grantee to file such an acceptance shall be deemed a rejection by the Grantee and this Franchise shall then be voidable at the discretion of the City.

SECTION 21. **EFFECTIVE DATE.**

This Franchise shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

IN WITNESS WHEREOF, this Franchise is signed in the name of Bainbridge Island, Washington this 14th day of June, 2016.

BAINBRIDGE ISLAND, WASHINGTON

City Manager

ATTEST:

Title: City Clerk

APPROVED AS TO FORM:

City Attorney

Accepted and approved this 15th day of June, 2016.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Its: Timothy T. Nester
SVP - Finance and Accounting

ATTEST:

Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED COMCAST CABLE COMMUNICATIONS MGMNT, LLC 15815 25TH AVE W LYNNWOOD, WA 98087	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D : ACE Fire Underwriters Co	20702
INSURER E : Agri General Insurance Company	42757
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-004457720-05 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR: $100,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			XSL G2739856A	12/01/2015	12/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 4,900,000 $ 4,900,000 $ 10,000 $ 4,900,000 $ 25,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			ISA H08860099	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOO G27924840 001	12/01/2015	12/01/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B A D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C48591231 (AOS) WLR C48591243 (CA, MA) SCF C48591267 (WI) WLRC48591279 (TN)	12/01/2015 12/01/2015 12/01/2015 12/01/2015	12/01/2016 12/01/2016 12/01/2016 12/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Excess Workers Compensation			WCUC48591280 (WA)	12/01/2015	12/01/2016	Ea Acc/Dis Employee/Dis Policy SIR	2,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FRANCHISE REQUIRED

CITY OF BAINBRIDGE ISLAND, THE CITY'S OFFICERS, OFFICIALS, CITY COUNCIL, BOARDS, COMMISSIONS, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CITY OF BAINBRIDGE ISLAND
280 MADISON AVE N
BAINBRIDGE ISLAND, WA 98110-1812

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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CABLE FRANCHISE BOND

Bond 39BSBHM7765

KNOW ALL BY THESE PRESENTS: That COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

15815 25th Avenue, W Lynnwood WA 98097, as Principal,

and HARTFORD FIRE INSURANCE COMPANY, as Surety, are

held and firmly bound unto CITY OF BAINBRIDGE ISLAND, WA

, as Obligee,

in the sum of Twenty Five Thousand and 00/100 ,

DOLLARS ($ 25,000.00), to the payment whereof well and truly to be made to the Obligee, we bind ourselves, our successors and assigns, firmly by these presents. Sealed with our seals and dated this 16th day of August , 2016 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the Obligee has granted unto the Principal, a franchise beginning June 15th , 2016 , and whereas the said Principal is required to execute a bond in the penal sum of Twenty Five Thousand and 00/100

($ 25,000.00) in favor of the Obligee, conditioned upon its performance of the obligations of the grantee under said franchise;

NOW, THEREFORE, if the above bounden Principal shall perform the obligations of the grantee under said franchise, then this obligation to be void otherwise to remain in full force and virtue. This bond may be canceled by the Surety upon thirty days notice to the Obligee by registered mail.

ATTEST:

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC
(Principal)

BY: _____

Marc A. Rockford
Vice President

HARTFORD FIRE INSURANCE COMPANY

_____
Wayne G. McVaugh Attorney-in-Fact

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC 2009 DELAWARE

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 39-421678

- [X] Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [X] Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [X] Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- [ ] Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Colleen A. Locher, Elizabeth Marrero, Jaquanda Martin, Maureen McNeill, Wayne G. McVaugh, Patricia A. Rambo, Marina Tapia, Doug Wheeler of PHILADELPHIA, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 16th August, 2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

POA 2012

CITY OF
BAINBRIDGE ISLAND

Office of the City Attorney
Memorandum

Date: July 24, 2020

To: City Council; Morgan Smith, City Manager

From: Robbie Sepler, Deputy City Attorney

Re: Comcast Cable TV Franchise Agreement FAQs

The following FAQs answer common questions that arise relating to cable tv franchise agreements. For the benefit of residents, these FAQs have been published on the project website and will be updated as needed as the renewal process moves forward.

1. **What is a franchise agreement?**

   A franchise agreement is a contract between the City and a public or private utility or telecoms provider who needs access to the City's rights-of-way (ROWs) to deliver its services. The City negotiates and executes franchise agreements, which grant the private company or other public agency the right to use the City's ROW for the installation, maintenance, and repair of their facilities–typically underground pipes and conduits or above-ground cables and lights on poles. A franchise typically covers a wide range of topics, such as permitting procedures, notice requirements before digging in the ROW, insurance and indemnification, length of the franchise, and any applicable costs, fees, or tax arrangements.

2. **What benefits do residents receive from the current franchise agreement?**

   Under the current franchise agreement, residents receive the following benefits:

   - Comcast is obligated to meet certain customer service standards, operate a customer service location within Kitsap County, and provide its customers with an accurate service agreement and related information.

- Upon request by a customer, Comcast is obligated to provide at no charge a parental control or lockout device to enable the customer to control access to both audio and video portions of any channel.
- Access to two public educational and governmental access channels, which are operated on behalf of the City by Bremerton Kitsap Access Television (BKAT).
- Non-discriminatory rates for customers, non-discriminatory charges for installation of cable services for new customers, and a publicly-available schedule of current rates and charges.

3. **Cable prices vary significantly between Bainbridge Island and other areas of the country. What can the City do to reduce this variation?**

   Federal Law and Federal Communications Commission (FCC) regulations prohibit the City from regulating rates in Bainbridge Island, except to the extent of ensuring they are non-discriminatory. Cable companies determine what they charge in various cities and regions of the country.

4. **What can the City do to improve the quality of cable services provided by Comcast?**

   As part of the franchise negotiation process with Comcast, the City will review the existing customer service standards, the penalties for violating such standards, and Comcast's performance with those standards. Importantly, feedback on Comcast's performance will be solicited from residents. If the quality of cable service provided by Comcast has been inadequate, the City will pursue higher customer service standards and consider what other actions may be taken under federal law to improve the quality of cable services provided.

5. **What is the City doing to foster competition among cable companies operating on Bainbridge Island?**

   Federal Law and FCC regulations limit what the City can do to attract companies since the City must maintain parity between Comcast and potential other wireline cable television providers. For most companies, expanding onto Bainbridge Island would require major financial investment which could be financially unfeasible. There can be negative consequences to overbuilding, and as cord-cutting increases, those potential downsides also increase.

   In accordance with Federal Law, the City drafts its cable franchise agreement to be non-exclusive. This means that other cable companies can choose to build out a cable system on Bainbridge Island, but building a cable network is expensive. Dish, and Direct TV are direct broadcast satellite providers and are available alternatives. Additionally, services such as Amazon, Hulu, and Netflix now provide alternatives to traditional cable service.

6. **Does the franchise agreement address tree trimming?**

   The current franchise agreement requires Comcast to obtain all required permits under the City Code before engaging in any tree trimming or pruning of trees in the City's right-of-way that interferes with operation of its cable system.

7. **Does the franchise agreement address broadband internet access service offered by Comcast?**

   Unfortunately, no. Federal Law and Federal Communications Commission (FCC) regulations prohibit the City from regulating non-cable services provided by Comcast through its cable system, including Broadband Internet access service. Therefore, the franchise agreement does not address broadband internet and the City cannot, as a condition of franchise renewal, make requirements for Internet Service or Telecommunication Service part of a renewed Comcast Cable Franchise.

CITY OF
BAINBRIDGE ISLAND

Office of the City Attorney
Memorandum

Date: July 24, 2020

To: City Council; Morgan Smith, City Manager

From: Robbie Sepler, Deputy City Attorney

Re: Overview of the Comcast Cable TV Franchise Renewal Public Process

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The following table summarizes the anticipated public process for the renewal of the Comcast Cable TV Franchise Agreement. The public process may be updated, as needed, due to the continued impacts of the ongoing COVID-19 public health emergency.

July 28, 2020	Presentation to City Council of the Public Process	• City Attorney's Office provides overview of public process to Council and the public at an open public meeting.
July-Aug. 2020	Creation of a City Website for the Franchise Agreement Renewal	• Provide an overview of the franchise agreement, and key dates in the renewal process, to the public. • Identify a staff contact for residents to submit questions to. • Maintain an FAQs section answering common questions of interest to residents. • Allow members of the public to sign up for periodic updates through a Notify Me list.
July-Sept. 2020	Web Survey	• Consultant prepares web survey to receive public comment. • Survey will be published on the City website and advertised via City communication channels.

Oct.-Dec. 2020	Town Hall Meetings (i.e., Needs Assessment)	• Consultant will facilitate 1-2 town hall meetings to receive public comment. • Meetings can be virtual or in person based on status of the COVID-19 public health emergency.
Q2 2021	City Council Consideration of Approval of the Franchise Agreement	• Minimum of two City Council meetings. • Could be earlier than May 2021, depending on speed of negotiations.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:55 PM) Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups - Executive,

SUMMARY:
If adopted, Ordinance No. 2020-18 would provide flexibility for certain City Advisory Groups to continue to meet remotely through the end of 2020 even if current waivers related to in-person meeting requirements are not extended in the future. Currently, Proclamation 20-28, issued by Governor Inslee, restricts the manner in which City Advisory Groups may meet and waives certain requirements of the Open Public Meetings Act that require in-person interaction, but there is some uncertainty regarding whether these restrictions and waivers will change and whether the Proclamation will continue to be extended.

In summary, in the interest of providing certainty for City operations and for City Advisory Groups and to reduce in-person interactions during the COVID-19 public health emergency, Ordinance No. 2020-18, if adopted, would: (1) Restate the City's current practice that all City Advisory Groups are required to comply with the Open Public Meetings Act (OPMA); (2) permit all City Advisory Groups to continue to meet remotely until the end of the public health emergency; and (3) provide flexibility to all City Advisory Groups that are purely advisory, which, under Washington State Supreme Court precedent are not independently subject to the OPMA, to not follow provisions of the OPMA that require a physical location where members of the public can come and observe a meeting of purely advisory City Advisory Groups.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to approve Ordinance No. 2020-18.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

On March 24, 2020, Governor Inslee issued Proclamation 20-28, which, among other things, waived certain provisions of Chapter 42.30 RCW, the Open Public Meetings Act (OPMA), that required in-person contact by

individuals and also prohibited all public agencies subject to the OPMA from conducting any “meeting” subject to the OPMA in person.

Since then, the City Council and several City Advisory Groups have met remotely using a remote meeting platform that allows members of the public to attend and participate in such meetings remotely, via phone or internet connection, in a manner that allows all persons attending the meetings to hear each other at the same time.

Proclamation 20-28 has since been extended seven times, most recently on July 8, 2020 by Proclamation 20-28.7. However, the last several extensions have come at the last minute, creating ambiguity regarding what restrictions will be in place going forward, which has made it difficult for the City to schedule meetings of City Advisory Groups.

In order to provide certainty for City operations and for City Advisory Groups and to reduce in-person interactions during the COVID-19 public health emergency, Ordinance No. 2020-18 proposes to adopt certain restrictions found in Proclamation 20-28 for the duration of the public health emergency. In summary, if adopted, Ordinance No. 2020-18 would: (1) Restate the City's current practice that all City Advisory Groups are required to comply with the Open Public Meetings Act (OPMA); (2) permit all City Advisory Groups to continue to meet remotely until the end of the public health emergency; and (3) provide flexibility to all City Advisory Groups that are purely advisory, which, under Washington State Supreme Court precedent are not independently subject to the OPMA, to not follow provisions of the OPMA that require a physical location where members of the public can come and observe a meeting of purely advisory City Advisory Groups.

The following City Advisory Groups are purely advisory and, under Ordinance No. 2020-18, therefore could continue to meet remotely and would be required to comply with the OPMA except for certain provisions that require in-person interaction: Climate Change Advisory Committee, Cultural Funding Task Force, Green Building Task Force, Human Services Funding Task Force, Race Equity Task Force, Sustainable Transportation Task Force, and the Utility Advisory Committee.

In contrast, under Ordinance No. 2020-18, the following City Advisory Groups could continue to meet remotely and would be required to comply with the requirements of the OPMA without exception: Civil Service Commission, Design Review Board, Ethics Board, Environmental Technical Advisory Committee, Historic Preservation Commission, Island Center Subarea Planning Process Steering Committee, LEOFF 1 Disability Board, Lodging Tax Advisory Committee, Planning Commission, and Salary Commission.

If adopted, Ordinance No. 2020-18 would take effect immediately and remain in effect until the termination of the Proclamation of Emergency issued by the City Manager on March 9, 2020, and ratified by the City Council through the passage of Resolution No. 2020-06.

ATTACHMENTS:

Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups

Resolution No. 2020-06 - COVID-19 - Affirming Proclamation of Emergency - Approved 031020

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-18

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to open public meetings held by City Advisory Groups; providing flexibility for certain City Advisory Groups to continue to meet remotely to reduce the potential spread of COVID-19 on Bainbridge Island.

WHEREAS, on January 21, 2020, the first case of novel coronavirus disease ("COVID-19") was confirmed in a person in Washington State and that person had traveled through King County, and King County is the most populous county in Washington State and is adjacent to Bainbridge Island and Kitsap County; and

WHEREAS, throughout February 2020, the number of cases of COVID-19 increased significantly in the local region and throughout Washington State, with the first COVID-19 related death in the United States announced on February 29, 2020; and

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since approximately February 3, 2020; and

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

WHEREAS, on March 2, 2020, the City of Bainbridge Island's Emergency Operations Center ("EOC") was activated and remains operational in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center ("ECC") and the ECC has received significant resource requests from across Kitsap County; and

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

WHEREAS, on March 9, 2020, the Bainbridge Island City Manager issued a Proclamation of Emergency in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare; and

WHEREAS, on March 10, 2020, the Bainbridge Island City Council enacted Resolution No. 2020-06, which recognized the existence of the public health emergency, affirmed the Proclamation of Emergency issued by the City Manager, and authorized the emergency procurement of goods and services to address the emergency; and

WHEREAS, on March 11, 2020, the World Health Organization declared a state of pandemic due to COVID-19; and

WHEREAS, on March 13, 2020, President Donald Trump declared a National Emergency due to COVID-19, and on March 22, 2020, a Major Disaster was declared for the State of Washington; and

WHEREAS, on March 23, 2020, Governor Inslee imposed a "Stay Home – Stay Healthy" Order throughout Washington State prohibiting all people in Washington State from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and related to all non-essential businesses in Washington State; and

WHEREAS, on March 24, 2020, Governor Inslee issued Proclamation 20-28, which, among other things, waived certain provisions of Chapter 42.30 RCW, the Open Public Meetings Act ("OPMA"), that required in-person contact by individuals and also prohibited all public agencies subject to the OPMA from conducting any "meeting" subject to the OPMA in person; and

WHEREAS, since March 24, 2020, Proclamation 20-28 has been modified and extended seven times, most recently on July 8, 2020 by Proclamation 20-28.7; and

WHEREAS, since March 24, 2020, the City Council and several City Advisory Groups have met remotely using a remote meeting platform that allows members of the public to attend and participate in such meetings remotely, via phone or internet connection, in a manner that allows all persons attending the meetings to hear each other at the same time; and

WHEREAS, Chapter 42.30 RCW requires that all "meetings" of the "governing body" of a "public agency" be open to the public; and

WHEREAS, the City of Bainbridge Island is a "public agency" within the meaning of Chapter 42.30 RCW; and

WHEREAS, pursuant to *Citizens Alliance v. San Juan County*, 184 Wn.2d 428 (2015), and AGO 1986 No. 16, City Advisory Groups that do not "act on behalf" of the City Council or otherwise take testimony or public comment are therefore not a "governing body" of a "public agency" independently subject to the requirements of Chapter 42.30 RCW; and

WHEREAS, as recognized in AGO 2017 No. 4, meetings held remotely through a conference call or remote meeting platform can comply with the requirements of Chapter 42.30 RCW if all individuals in attendance can hear all discussion and actions taken at the meeting; and

WHEREAS, in the interest of transparency and public participation, the City Council through policy and practice requires that all City Advisory Groups comply with the requirements of Chapter 42.30 RCW, regardless of whether they would each otherwise be so required under state law; and

WHEREAS, the age, condition, and health of a significant portion of the population of Bainbridge Island, Kitsap County, and other local cities and counties places that population at risk for serious health complications, including death, from COVID-19; and

WHEREAS, a large surge in the number of persons with serious infections can compromise the ability of the regional healthcare system to deliver necessary healthcare to the public; and

WHEREAS, according to the COVID-19 epidemiologic curve maintained by the Washington State Department of Health, the number of confirmed cases of COVID-19 in Washington State is increasing again after having fallen following the initial actions taken by the Governor, state agencies, and local governments; and

WHEREAS, individuals can be infected and contagious before or even without developing symptoms (pre-symptomatic and asymptomatic), and the evidence suggests a significant number of infections may be transmitted in this manner; and

WHEREAS, the United States Centers for Disease Control and Prevention ("CDC") has confirmed that a significant number of individuals who are infected remain asymptomatic and that as many as 25 percent of these individuals may contribute to transmission of the virus that causes COVID-19; and

WHEREAS, one key transmission method for COVID-19 is respiratory droplets that individuals expel when they breathe, talk, cough, or sneeze; and

WHEREAS, one of the most effective ways of avoiding transmission of COVID-19 is to minimize large gatherings of people; and

WHEREAS, the City currently has 17 City Advisory Groups created by the City Council, consisting of over 100 appointed members, that regularly meet to conduct City business; and

WHEREAS, under usual circumstances, members of the public often physically attend meetings of City Advisory Groups; and

WHEREAS, in the interest of continued public safety during the COVID-19 public health emergency, the City Council desires to facilitate remote meetings of City Advisory Groups in a manner that maximizes transparency while protecting the public health, safety, and welfare by minimizing large gatherings of people; and

WHEREAS, as above described, Governor Inslee's Proclamation 20-28 and the subsequent proclamations that have extended it, including, most recently, Proclamation 20-28.7 (effective July 8, 2020), have waived certain provisions of Chapter 42.30 RCW, the Open Public Meetings Act ("OPMA"), that required in-person contact by individuals and also prohibited all public agencies subject to the OPMA from conducting any "meeting" subject to the OPMA in person, and it is uncertain the extent to which such waivers will continue to be extended in the future; and

WHEREAS, given such uncertainty, the City Council believes it is in the best interest of the City to adopt this ordinance to ensure that OPMA requirements that have been waived by Proclamation 20-28, *et seq*, will continue to be waived by the City in relation to certain City Advisory Groups that are not independently subject to the OPMA (i.e., such groups that are subject to OPMA requirements by City policy and practice, but are not otherwise subject to the OPMA by state law requirements), even if Proclamation 20-28, *et seq*, is not extended further; and

WHEREAS, a public health emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, continues to exist on Bainbridge Island; and

WHEREAS, the City of Bainbridge Island, as a code city, has broad emergency authority under Article 11, Section 11 of the Washington State Constitution, including an affirmative grant of authority to make and enforce within the City's limits all such local police, sanitary, and other regulations as are not in conflict with general laws; and

WHEREAS, pursuant to Article 11, Section 11 of the Washington State Constitution, as well as Chapter 35A.13 and Chapter 35A.11 RCW, the City of Bainbridge Island is authorized to exercise local police powers so long as the subject matter is local, the City is acting in a reasonable way, and the action is consistent with state law, and all of those criteria are met in this situation; and

WHEREAS, based upon the findings set forth above, the City Council has a clear basis to declare, pursuant to RCW 35A.13.190, a public emergency requiring this ordinance to take effect immediately.

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

Section 1. Purpose. The purpose of this ordinance is to provide flexibility to certain City Advisory Groups to continue to meet remotely to reduce the spread of COVID-19 that may otherwise occur due to in-person meetings.

Section 2. Definitions. As used in this ordinance, the term "City Advisory Groups" means all advisory boards, commissions, committees, and task forces created or

appointed by the City Council. “City Advisory Groups” does not include formal or ad hoc committees consisting entirely of Councilmembers.

Section 3. Findings. The recitals set forth above are hereby adopted as findings of fact for this ordinance. For the reasons set forth in those recitals, the City Council finds that this ordinance is necessary to protect the public health, safety, and welfare by reducing the spread of COVID-19 within the City of Bainbridge Island. As such, a public emergency exists requiring that this ordinance take effect immediately upon passage.

Section 4. Compliance with the Open Public Meetings Act. All City Advisory Groups shall comply with the requirements of Chapter 42.30 RCW, the Open Public Meetings Act, except as otherwise provided in this ordinance.

Section 5. Remote Meetings Required. All City Advisory Groups may conduct any “meeting,” as defined by Chapter 42.30 RCW, remotely using a remote meeting platform that provides an option for members of the public to attend and participate in meetings through phone, internet, or other electronic means of remote access and provides the ability for all persons attending the meeting to hear each other at the same time.

Section 6. Exceptions – Minimization of In-Person Contact. When meeting remotely, the specified text of each provision of Chapter 42.30 RCW listed below shall not apply to any City Advisory Group, except those listed in Section 7 below:

- RCW 42.30.030 – the following words only, but only to the extent that the following words require a physical location for the meeting (i.e., all persons shall continue to be permitted to attend any open public meeting, but must do so electronically):
    - “and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter.”
- RCW 42.30.040 – in its entirety; however, the only condition on attendance that may be imposed is whatever information is required, by normal operation of a remote meeting platform, to be submitted to connect to the remote meeting platform to attend a meeting.
- RCW 42.30.050 – as to the following word only: “room” in the first sentence.
- RCW 42.30.070 – as to the following word only: the first usage of “site” in the fourth sentence.
- RCW 42.30.080(2)(c) – as to the following words only:

- “Prominently displayed at the main entrance of the agency’s principal location and the meeting site if it is not held at the agency’s principal location.”

- RCW 42.30.090 – as to the following words only:

  - “on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held.”

Section 7. Section 6 of this ordinance does not apply to the following City Advisory Groups: Planning Commission, Design Review Board, Environmental Technical Advisory Committee, Historic Preservation Commission, Salary Commission, LEOFF 1 Disability Board, Lodging Tax Advisory Committee, Ethics Board, Civil Service Commission, and the Island Center Subarea Planning Process Steering Committee.

Section 8. Relationship to Other Laws and Regulations. Nothing in this ordinance reduces or eliminates requirements or restrictions imposed by Directives and Orders from the Local Health Officer, Governor, or other regulatory state or federal agency. In the event of a conflict between the requirements of this ordinance and any provision of the Bainbridge Island Municipal Code, this ordinance shall control.

Section 9. Declaration of Emergency; Effective Date; Expiration Date. Based upon the findings set forth above, the City Council hereby declares, pursuant to RCW 35A.13.190, a public emergency requiring this ordinance to take effect immediately. The City Council is also exercising the City’s authority in this matter, as above described in the recitals and findings, pursuant to Article 11, Section 11 of the Washington State Constitution, as well as Chapter 35A.13 and Chapter 35A.11 RCW. This ordinance shall accordingly be in full force and effect immediately upon passage and shall remain in full force and effect until the termination of the Proclamation of Emergency issued by the City Manager on March 9, 2020, and ratified by the City Council through the passage of Resolution No. 2020-06, after which this ordinance shall immediately expire and no longer be in full force or effect.

Section 10. 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.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: July 24, 2020
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2020-18

RESOLUTION NO. 2020-06

A RESOLUTION of the City Council of Bainbridge Island, Washington, recognizing the existence of an emergency, affirming the Proclamation of Emergency issued by the City Manager, and authorizing the emergency procurement of goods and services to address the emergency.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

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

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

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

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued the Proclamation of Emergency attached as **Exhibit A** to this resolution.

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

Section 1. Existence of Emergency. An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, exists within the City of Bainbridge Island.

Section 2. Ratification of Proclamation. The Proclamation of Emergency issued by the City Manager on March 9, 2020, attached as **Exhibit A** to this resolution, ("Proclamation") is hereby ratified and confirmed and shall remain in full force and effect until such time as it is terminated by the City Manager or the City Council.

Section 3. Authorization for Emergency Procurements. The authorization for emergency procurements contained in the Proclamation is hereby ratified and confirmed and shall remain in full force and effect until terminated by the City Manager or the City Council. This resolution shall serve as the City Council's written findings of the existence of an emergency for the purposes of RCW 39.04.280.

PASSED by the City Council this 10th day of March, 2020.

APPROVED by the Mayor this 10th day of March, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: Kelly E Jackson DEPUTY CITY CLERK
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: March 9, 2020
PASSED BY THE CITY COUNCIL: March 10, 2020
RESOLUTION NO. 2020-06

Exhibit A: Proclamation of Emergency

Exhibit A
Proclamation of Emergency

PROCLAMATION OF EMERGENCY

A PROCLAMATION, issued in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

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

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

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

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies.

NOW, THEREFORE, AS CITY MANAGER OF THE CITY OF BAINBRIDGE ISLAND, I, MORGAN SMITH, HEREBY PROCLAIM AS FOLLOWS:

Section 1. An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency exists within the City of Bainbridge Island.

Section 2. The emergency, or imminent threat of an emergency, warrants the activation of the authority and the commencement of the plans and procedures authorized under Chapter 38.52 RCW and Chapter 2.44 BIMC to preserve and protect the public health, safety, and welfare.

Section 3. Pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency.

Section 4. This Proclamation shall continue in force and effect until terminated by the City Manager or rescinded by action of the City Council, whichever occurs first.

DATED this 9th day of March, 2020.

Morgan Smith, City Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:05 PM) Letter of Support for Bainbridge Island Land Trust Property Acquisition, Executive

SUMMARY:
The Bainbridge Island Land Trust has requested the attached letter of support in connection with a Washington Wildlife and Recreation Grant grant application for a property acquisition.

Additional materials related to the proposed project are also attached.

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

RECOMMENDED MOTION:
I move to approve having Mayor Schneider sign the proposed letter of support for the Bainbridge Island Land Trust's application for grant funds from the Washington State Recreation and Conservation Office.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

The Bainbridge Island Land Trust (BILT) has provided this background:

The Bainbridge Island Land Trust is applying for a grant through the Washington Wildlife and Recreation Program (WWRP) Urban Wildlife – Project 20-1754 entitled the Rockaway Bluff Preserve - to help us acquire 35 undeveloped acres above Rockaway Beach, located on Bainbridge Island, Kitsap County, Washington.

The project helps accomplish a number of provisions within the City of Bainbridge Island's Comprehensive Plan and Bainbridge Island Metro Parks and Recreation 2020 Comprehensive Plan. Please see the attached project description and the references cited below.

Grant requirements and State law, RCW 79A.15.110, requires that we notify our local legislative body, the City of Bainbridge Island City Council, of our intent to apply for a state grant to acquire real property. All City of Bainbridge Island Council Members need to receive this notification and this letter is your notification, in addition to the attached documents.

The law states that the local legislative authority may, at its discretion, submit a letter to the RCO identifying its position with regard to the acquisition project. Any letters received will be made available to the governor and the state legislature when the prioritized project list is submitted as part of the RCO's capital budget request. We hope the City of Bainbridge Island will consider a letter of support for this significant project.

The law also states that we must "confer" with local officials on this acquisition and receive confirmation from the City that this conferral has taken place. And to meet grant program deadlines, we must complete this prior to August 1, 2020. We will work closely with Mayor Leslie Schneider and City Manager Morgan Smith to schedule the formal conferral as an agenda item at an upcoming Council meeting, prior to August 1, 2020. Thank you for taking the opportunity to review the attached materials – the Project description and maps - to assist you prior to that meeting.

ATTACHMENTS:

DRAFT City of Bainbridge Island RBP Letter of Support.doc

City of Bainbridge Island Council Member Conferral 5-29-20.pdf

Rockaway Bluff Preserve Project Description5-26-20.pdf

Rockaway Bluff Preserve Mapscompressed 5-26.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

DRAFT MEMO/LETTER OF SUPPORT

July ____, 2020

TO: Jane Stone, Executive Director and Brenda Padgham, Conservation Director
Bainbridge Island Land Trust
P.O Box 10144
Bainbridge Island, WA 98110

Washington Recreation and Conservation Office
Washington Wildlife and Recreation Urban Wildlife Grant Program
P.O. 40917
Olympia, WA 98504-0917

RE: City of Bainbridge Island Letter of Support
Rockaway Bluff Preserve RCO Grant Application #20-1754
Washington Wildlife and Recreation Urban Wildlife Grant

The Bainbridge Island Land Trust is applying for a grant through the Washington Wildlife and Recreation Program (WWRP) Urban Wildlife – Project 20-1754 entitled the Rockaway Bluff Preserve - to acquire 35 undeveloped acres above Rockaway Beach, located on Bainbridge Island, Kitsap County, Washington.

All members of the City of Bainbridge Island City Council received a project description and maps about the project from the Bainbridge Island Land Trust on May 29, 2020 in order to begin their conferral process with the City. On July ___, 2020, the City of Bainbridge Island, during a regular City Council meeting discussed the project proposal.

The Rockaway Bluff Preserve project helps accomplish a number of provisions within the City of Bainbridge Island's adopted 2017 Comprehensive Plan, which states, in our Vision of the Future section: "Bainbridge Island's people reflect a range of ages, ethnicities, household sizes, livelihoods and personal aspirations – we are 28,660 individuals who share a strong sense of community and a commitment to environmental stewardship. . ."

The Comprehensive Plan incorporates goals and policies that guide the community toward that vision, including these overriding principles of the plan:

- Preserve the special character of the Island
- Protect fragile water resources

Furthermore, the Comprehensive Plan's Environmental Element states:

The public parklands, open spaces, and other natural areas contribute to the quality of life on the Island.

- Environment Goal EN-1
  - Preserve and enhance Bainbridge Island's natural systems, natural beauty and environmental quality.
- Environmental GOAL EN-5
  - Protect and enhance wildlife, fish resources and ecosystems
- Policy EN 5.4
  - Protect fish and wildlife habitat and limit fragmentation of habitat that physically and genetically isolates fish and wildlife populations by identifying an

interconnected system of corridors that will provide continuous links east to west and north to south connecting larger tracts that are important habitat.

- Policy EN 10.2
    - Encourage the retention of existing trees and vegetation and the planting of new trees and vegetation that provides natural filtration of suspended particulate matter, removes carbon dioxide and improves air quality.
- Goal EN-18
    - Encourage the retention of forest land and multiple-aged forests since healthy forests provide many ecological benefits to all forms of life on the Island and help mitigate climate change.

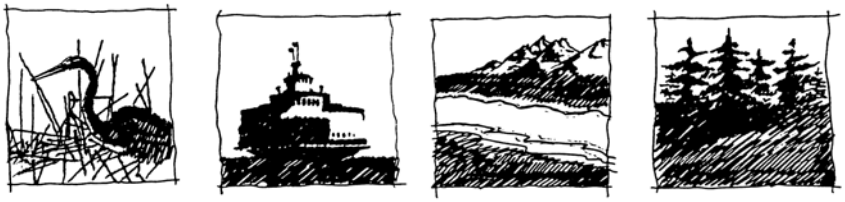
Additionally, the City of Bainbridge Island Open Space Study 2008 identified the Rockaway Bluff Preserve area as a priority open space area, and an area of high vulnerability for development.

To that end, the City of Bainbridge Island submits this communications providing our support for the Rockaway Bluff Preserve project as we believe this new preserve will help achieve many goals and intentions articulated in the City's Comprehensive and Open Space plans.

The City appreciates and acknowledges the Bainbridge Island Land Trust's efforts to achieve this substantial conservation gain for our Island and Puget Sound and the over 1500 households who have recently expressed financial support of the Land Trust's efforts. We encourage the Washington Recreation and Conservation Washington Wildlife and Recreation Urban Wildlife Grant Program to partner with our community and provide financial support to help this valuable project become a reality.

Sincerely,

BAINBRIDGE ISLAND LAND TRUST



May 29, 2020

Honorable Leslie Schneider, Mayor
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110
lschneider@bainbridgewa.gov

Morgan Smith, City Manager
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110
msmith@bainbridgewa.gov

Councilman Joe Deets
jdeets@bainbridgewa.gov

Councilwoman Rasham Nassar
rnassar@bainbridgewa.gov

Councilwoman Christy Carr
ccarr@bainbridgewa.gov

Councilman Kol Medina
kmedina@bainbridgewa.gov

Councilwoman Kirsten Hytopoulos
khytopoulos@bainbridgewa.gov

Councilman Michael Pollock
mpollock@bainbridgewa.gov

Subject: Washington Wildlife and Recreation Urban Wildlife Grant
Notice of Proposed Property Acquisition on Bainbridge Island, Kitsap County, Washington, RCO Grant Application #20-1754

Dear City of Bainbridge Island Council Members and Morgan Smith:

The Bainbridge Island Land Trust is applying for a grant through the Washington Wildlife and Recreation Program (WWRP) Urban Wildlife – Project 20-1754 entitled the Rockaway Bluff Preserve - to help us acquire 35 undeveloped acres above Rockaway Beach, located on Bainbridge Island, Kitsap County, Washington.

The project helps accomplish a number of provisions within the City of Bainbridge Island's Comprehensive Plan and Bainbridge Island Metro Parks and Recreation 2020 Comprehensive Plan. Please see the attached project description and the references cited below.

Grant requirements and State law, RCW 79A.15.110, requires that we notify our local legislative body, the City of Bainbridge Island City Council, of our intent to apply for a state grant to acquire real property. This letter is your notification. The law states that the local legislative authority may, at its discretion, submit a letter to the RCO identifying its position with regard to the acquisition project. Any letters received will be made available to the governor and the state legislature when the prioritized project list is submitted as part of the RCO's capital budget request. We hope the City of Bainbridge Island will consider a letter of support for this significant project.

The law also states that we must "confer" with local officials on this acquisition and receive confirmation from the City that this conferral has taken place. ***And to meet grant program deadlines, we must complete this prior to August 1, 2020***. All City of Bainbridge Island Council Members need to receive this notification.

We will work closely with Mayor Leslie Schneider and City Manager Morgan Smith to schedule the formal conferral as an agenda item at an upcoming Council meeting, prior to August 1, 2020. Thank you for taking the opportunity to review the attached materials to assist you prior to that meeting. Enclosed are the project description, location, vicinity, and project maps.

Please let me know if you have any questions or need additional information about this acquisition proposal. We appreciated your assistance!

I can be reached at (206) 724-1478 or brenda@bi-landtrust.org

Sincerely,

Brenda Padgham
Conservation Director
Bainbridge Island Land Trust

Attachments: Project Description
Maps: Vicinity Map, Project Area, Conservation Values, Trails

Cc: Ellen Schroer, Deputy City Manager
eschroer@bainbridgewa.gov

Roz Lassoff, Executive Assistant
rlassoff@bainbridgewa.gov

For reference:

RCW 79A.15.110
Review of proposed project application.
State or local agencies or nonprofit nature conservancies shall review the proposed project application and confer with the county or city with jurisdiction over the project area prior to applying for funds for the acquisition of property under this chapter. The appropriate county or city legislative authority may, at its discretion, submit a letter to the board identifying the authority's position with regard to the acquisition project. The board shall make the letters received under this section available to the governor and the legislature when the prioritized project list is submitted under this chapter.

RCW 79A.15.010
"Confer" means a dialogue between project sponsors and local county and city officials with the purpose of early review of potential projects. The dialogue may include any matter relevant to a particular project, which may include but need not be limited to: Project purpose and scope; project elements; estimated project cost; costs and benefits to the community; plans for project management and maintenance; and public access.

Local Plans (this is a partial list) that identify goals or objectives achieved by implementing the Rockaway Bluff Project:

1. **Bainbridge Island Land Trust Conservation Plan 2018**
   A major focus of the Land Trust's conservation efforts is on preservation of habitat networks. Our modeling of interior forest core habitats on Bainbridge Island found that the Rockaway Bluff Preserve encompasses much of the single remaining forest core area in this major lobe of the Island between Eagle and Blakely Harbors, and this forest core connects with a complex network of wetlands and streams to link this Preserve to the harbors to the north and south and westward into the core of the Island through the large protected forests and wetlands of Blakely Harbor Park, IslandWood, and our Cougar Creek Preserve. When applying the Land Trust's Conservation Values Index (mapped across the Island based on the forest habitat networks combined with other sensitive terrestrial and shoreline habitats, stream and aquatic resources, sensitive species nesting areas, etc.), the sum of CVI values ranks this preserve in the top 8 of high-conservation-value properties on the Island that are not already protected (top 0.07% of all Island parcels).

2. **Bainbridge Island Metropolitan Parks and Recreation District Comprehensive Plan 2020 relevant goals**

   Chapter 2 Goals and Objectives includes the following regarding Natural Area Parks and Open Space:

   Wildlife habitat:
   - Identify and conserve critical wildlife habitat including nesting sites, foraging areas, and migration corridors within or adjacent to natural areas, open spaces, and buffers from developing urban areas.
   - Preserve sensitive habitat sites that support threatened species and urban wildlife habitat.

   Natural areas:
   - Preserve and protect significant environmental features including unique wetlands, open spaces, woodlands, shorelines, waterfronts and other characteristics that support wildlife and reflect the island's environmental systems.
   - Provide public access to environmentally significant areas and sites that are especially unique to the island.

   Forest lands
   - Identify and conserve forest cover and the scenic attributes woodlands provide.
   - Identify and preserve prime examples of heritage forests on the island.
   - Manage forests for a healthy sustainable ecosystem.

   Open spaces
   - Define and conserve a system of open space corridors or separators to provide definition between natural areas and urban land uses on the island consistent with public values and State of Washington Growth Management Act strategies.
   - Cooperate with other public and private agencies, such as the Bainbridge Island Parks Foundation, the Bainbridge Island Land Trust, and with private landowners to set aside land and resources necessary to provide high quality open space, trail, and park facilities before the most suitable sites are lost to

development, and particularly private lands in and around significant wildlife, woodlands, and shoreline areas.
    - Preserve unique environmental features or areas in future land developments and increase public use and public access. Cooperate with other public and private agencies and with private landowners to set aside unique features or areas as publicly accessible resources, such as nonprofits, IslandWood and the Bloedel Reserve.

Chapter 6. Levels of Service, Natural Areas: Recommends adding 424 acres of natural areas by 2040 to maintain the current level of service for the projected 32% increase in population, with criteria including "critical hillsides". The Rockaway Bluff Preserve includes critical steep slope above Rockaway Beach Road NE.

2020 Trail Vision Plan: A potential trail corridor is identified to connect Pritchard Park to Blakely Harbor Park in the Rockaway Bluff vicinity. The future trail network could include a loop within the Rockaway Bluff Preserve.

3. City of Bainbridge Island Comprehensive Plan, adopted February 2017

The Comprehensive Plan incorporates goals and policies that guide the community toward the protection of our forests and watershed. The Comprehensive Plan's Vision of the Future section states, "Bainbridge Island's people reflect a range of ages, ethnicities, household sizes, livelihoods and personal aspirations – we are 28,660 individuals who share a strong sense of community and a commitment to environmental stewardship. . ."

The Comprehensive Plan incorporates goals and policies that guide the community toward that vision, including these overriding principles of the plan:

- Preserve the special character of the Island
- Protect fragile water resources

<u>The Comprehensive Plan's Environmental Element states</u>:

The public parklands, *open spaces*, and other natural areas contribute to the quality of life on the Island.

- Environment Goal EN-1
    - Preserve and enhance Bainbridge Island's natural systems, natural beauty and environmental quality.
- Environmental GOAL EN-5
    - Protect and enhance wildlife, fish resources and ecosystems
- Policy EN 5.4
    - Protect *fish and wildlife habitat* and limit fragmentation of habitat that physically and genetically isolates fish and wildlife populations by identifying an interconnected system of corridors that will provide continuous links east to west and north to south connecting larger tracts that are important habitat.
- Policy EN 10.2
    - Encourage the retention of existing trees and vegetation and the planting of new trees and vegetation that provides natural filtration of suspended particulate matter, removes carbon dioxide and improves air quality.
- Goal EN-18
    - Encourage the retention of *forest land* and multiple-aged forests since healthy forests provide many ecological benefits to all forms of life on the Island and help mitigate climate change.

4. **City of Bainbridge Island Open Space Study 2008**
    - The Rockaway Bluff Project Area was identified as a priority open space area (the highest of the Low Priority category for Open Space Protection; Figure 2.3-1)
    - The Protection Focus Area of this project is identified as High vulnerability for development (Figure 2. 2-4)

5. **City of Bainbridge Island Non-Motorized Transportation Plan 2008**
   Non-Motorized System Plan Map D: shows a trail connection zone along the western boundary of the Rockaway Bluff Preserve that could be implemented through this project

6. **Puget Sound Regional Council Regional Open Space Conservation Plan 2018**
   Appendix E Urban Open Space Needs
    - The Rockaway Bluff Project Area lies in the center of an identified census block group without park access.

7. **Suquamish Tribe: State of our Watersheds Report, 2016**
   The plan recognizes the need to retain forest canopy to protect watershed health, reduce storewater runoff and be resilient to climate impacts. The report identifies the Rockaway Bluff Preserve area as having "good forest conditions with 65-75% closed canopy cover", but with a decline in forest cover noted between 2006 and 2011.

Rockaway Bluff Preserve
WWRP Urban Wildlife Project
Proposal 20-1754
Bainbridge Island Land Trust
Expanded Project Description

The Bainbridge Island Land Trust (Land Trust) seeks to permanently protect the 35-acre Rockaway Bluff Preserve – an exceptional forest lying above Rockaway Beach on Bainbridge Island, WA. Stewarded for decades by an Island family, the preserve forms the core of an extraordinary intact but unprotected upland forest that is one's first visual impression of the Island from the Seattle-Bainbridge Island ferry as it heads into Eagle Harbor (Map 1). On a beautiful day, this iconic forested plateau with the backdrop of the snow-capped Olympic Mountains in the distance, welcomes visitors and residents alike to the refuge of the Island, from the dense development of Seattle and the I-5 corridor. The Preserve is also a refuge for many species, specifically birds, who are displaced from North American Pacific Maritime habitats lost to Seattle-area development. Left unprotected, these lands are zoned for up to 17 homes. But, in agreement with the landowner, the Land Trust is pursuing preservation of these lands for the community as habitat and as passive public use space - offering the public and neighbors rare high bank filtered views east across Puget Sound towards Seattle and the Cascades. This project is a scarce opportunity to protect one of the last few remaining intact and unprotected parcels over 20 acres in size on the Island, preserving an important core of mature forest habitat (Map 3), and supporting watershed, aquifer, and wetland protection.

Ecological and Biological Characteristics: The Land Trust's Conservation Plan identifies two priority ecological systems for protection: shorelines and wildlife networks - which consists of large ecologically-functioning habitat blocks and connecting corridors. The Land Trust modeled intact forest core areas and remaining connections as part of its 2018 Conservation Plan. The Rockaway Bluff Preserve encompasses much of the single remaining forest core area in this major lobe of Bainbridge Island between Eagle and Blakely Harbors (Map 6). The Preserve connects with a complex network of wetlands, streams, large protected forests, and shores already conserved in Blakely Harbor Park, IslandWood, Pritchard Park and the Cougar Creek Preserve (Map 7). On this bluff and plateau, some of the Island's largest grand fir, Douglas-fir, and bigleaf maple tower over the dense and diverse mixed coniferous and deciduous forest, with a healthy mix of native species such as swordfern, salal, Oregon grape, red huckleberry, and stinging nettle in the understory, with western redcedar more prevalent as the Preserve slopes down into (as yet unmapped) wetlands to the west. This is an important reservoir of interior forest habitats and species in an area where publicly protected lands are fragmented, and thus providing an opportunity for increased connectivity.

The Conservation Values Index (CVI) the Land Trust mapped across the Island based on

concentration of natural resources (the forest habitat networks and other sensitive terrestrial and shoreline habitats, stream and aquatic resources, sensitive species nesting areas, etc.) show that the sum of CVI values ***ranks this preserve in the top 8 of high-conservation-value properties on the Island that are not already protected***.

Preservation of these lands furthers the goals of many local and regional plans. The City of Bainbridge Island's (COBI) 2017 Comprehensive Plan emphasizes the contribution of natural areas to quality of life on the island with a specific policy of limiting fish and wildlife habitat fragmentation and protecting interconnected large habitat tracts (Policy EN 5.4). The Bainbridge Island Metropolitan Park and Recreation District (BIMPRD) 2020 Comprehensive Plan recommends an addition of 424 acres of protected natural areas by 2040 to maintain the current ratio for our future population, but suggests that this may not be possible due to limited remaining protection opportunities. Preservation of this land is one of those increasingly rare opportunities. The Rockaway Bluff Preserve area was identified by the Bainbridge Island 2008 Open Space Study as a priority open space area, and by the 2018 Puget Sound Regional Council (PSRC) Regional Open Space Conservation Plan, Urban Open Space Needs, as within a census group without park access.

Significance, Species and Communities: The primary threat to sensitive species and communities on the Island comes from development. While the surrounding forest has been converted to residential use, one family has held this large natural area largely intact for many decades. However, the threat to this site is imminent, as the landowner has explored options for generating revenue from this valuable asset. A pending Boundary Line Adjustment, nearly through the City's approval process, divides this land in a way which easily facilitates development. This extremely desirable location on a plateau with water views close to the ferry terminal, combined with perfected access for ingress/egress, readily available utilities and water supply, create economic pressure for dense development such as the existing Bill Point subdivision to the immediate north (Map 3). There are steep slopes forming a bluff on the eastern boundary of the preserve, but most of the property is unencumbered by restrictions associated with Critical Areas (Map 9), and clustering could allow construction of the full number of homes permitted by zoning.

North Pacific Maritime Dry-Mesic Douglas-fir-Western Hemlock Forest is rated S2S3 (Imperiled/Vulnerable) by the WDNR Natural Heritage Program due to high levels of harvesting and development. On an Island completely stripped of forest in the 1800s to feed the Island's and world's largest sawmill – Port Blakely Mill – the Preserve encompasses very high-quality mid-successional examples of this ecological system, with rare surviving relict trees on highlands above that old mill town.

Snags and logs can be especially scarce on the Island, but here the supply of these features allow species such as salamanders, bats, and pileated woodpeckers and all the birds and mammals that rely on the large cavities they create to find a home. As an important local keystone species, pileated woodpeckers are a focal species for shaping our management goals, particularly for large trees and snags. Humboldt flying squirrels are another focal species, important as an interior forest indicator species and as dispersers of fungal spores. Our modeling of the Island's interior forest habitat network was based on this species' need for contiguous stands with high canopy cover. The Land Trust's camera trap studies have verified this species occurrence on the

Island, and the Preserve provides suitable habitat.

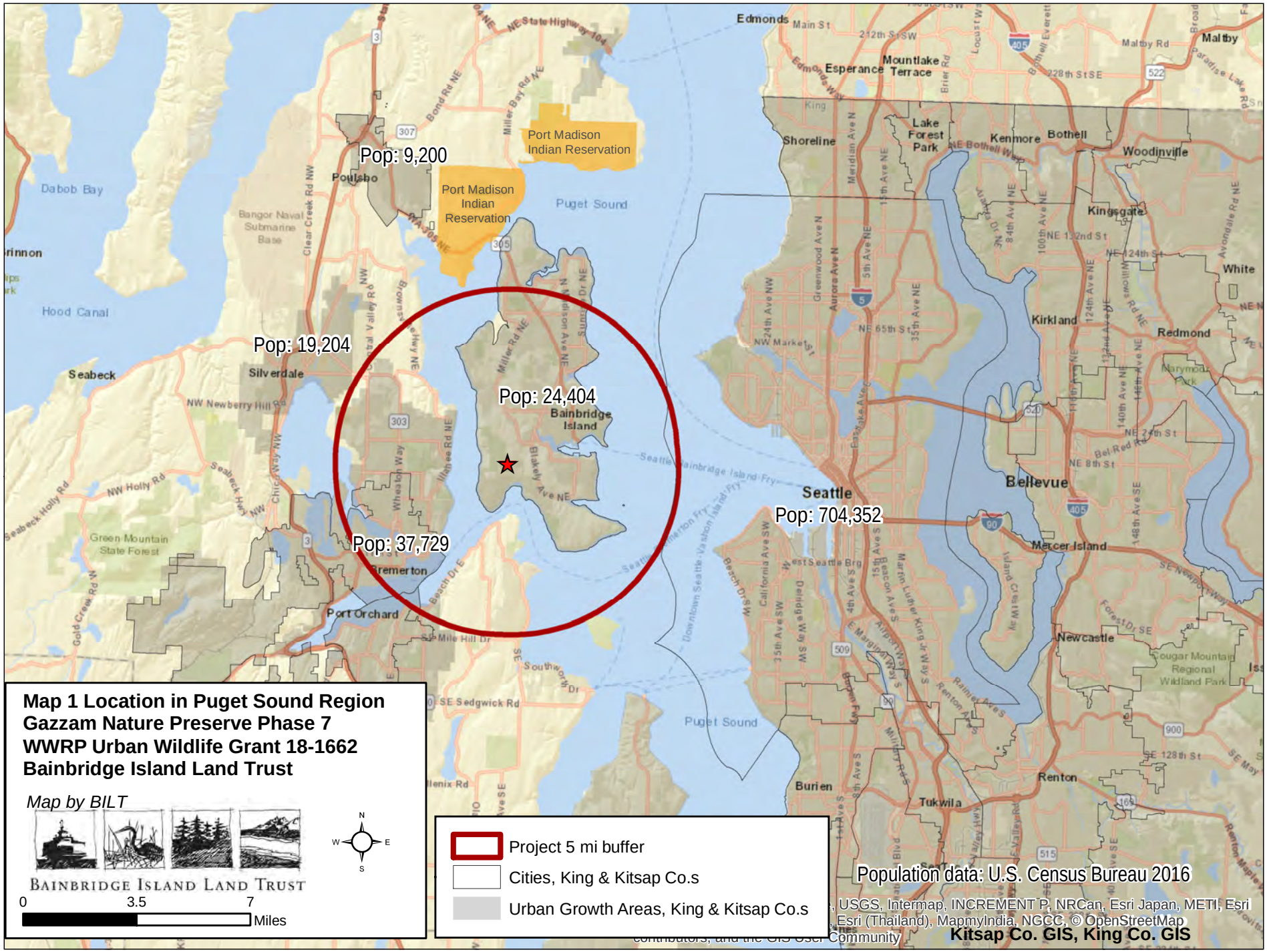
Manageability, and Viability: The lands are anticipated to be purchased and protected by the Land Trust. In the Land Trust's 31-year history it has helped secure, with many landowners and community partners such as BIMPRD, over 1,417 acres, of which 1,080 acres are open to the public (Map 2). The Land Trust currently owns, manages, and stewards nearly 170 acres and manages 763 acres of Conservation Easements in partnership with landowners. While a Conservation Easement was explored as a protection mechanism, it was not deemed viable for the landowner's needs, particularly given the very high economic value of the development rights it would extinguish. With the Preserve's close proximity to other Land-Trust-assisted conserved lands now owned by BIMPRD (Pritchard and Blakely Harbor Parks), the Land Trust and BIMPRD are exploring best potential long term management and ownership options.

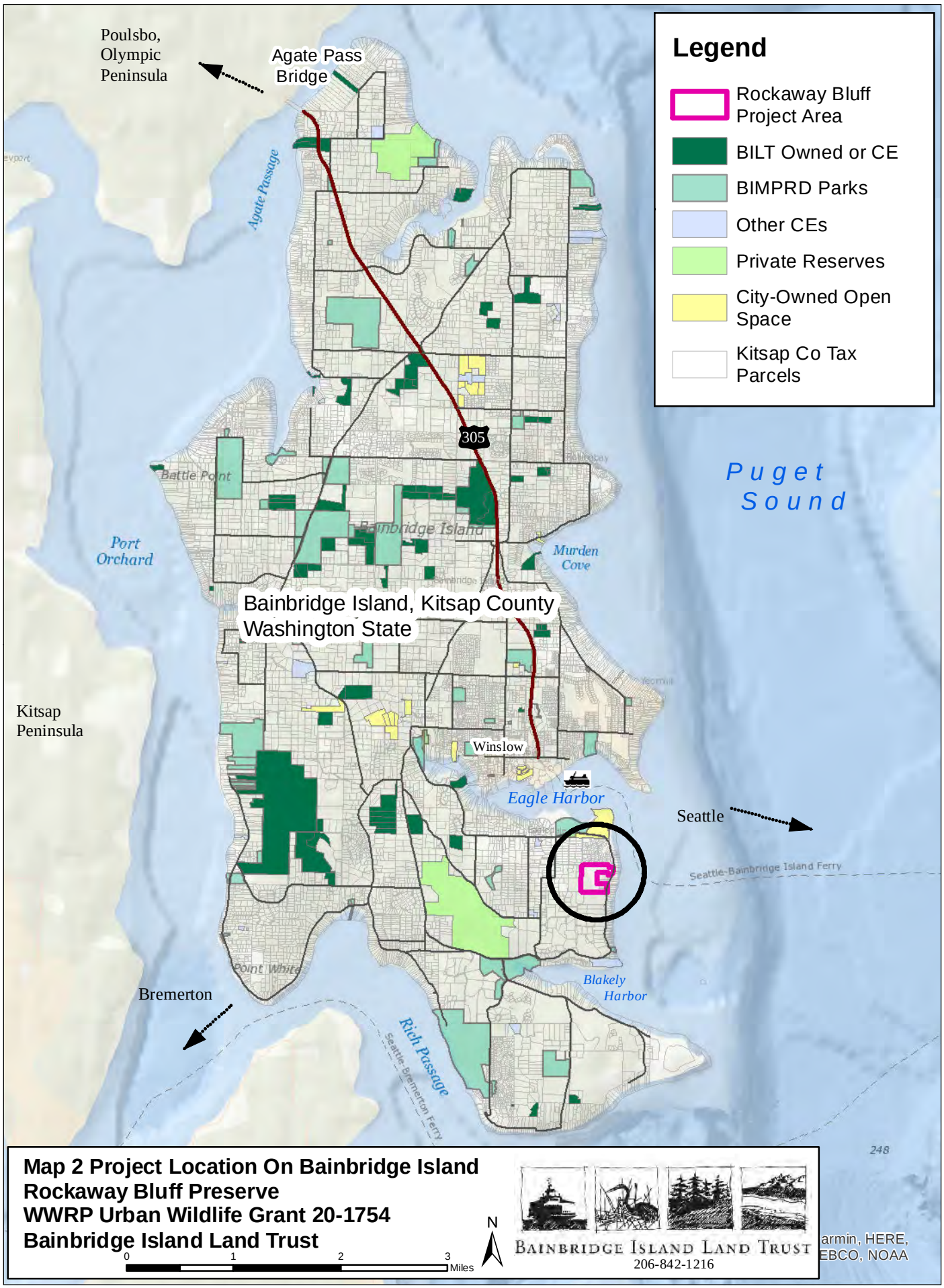
For the most part, the Preserve is in good condition. Some invasive plants such as holly, ivy, and laurel exist, but these are at levels where sound management can prevent spread to a point of threatening optimal ecological function. The Land Trust has a proven record of managing public use to protect vegetation and wildlife and has a very active program for addressing invasive plants through use of professional staff, contractors, volunteer work parties, Washington Conservation Corps, and our Teen Conservation Crew.

The required WWRP financial match will be largely obtained through private fundraising efforts by the Land Trust, with potential funding by other partners. This project is being folded into our multi-property Stand For The Land capital campaign, which has received enormous community support in the form of individual donations and challenge grants. A neighborhood group near this Preserve has been very enthusiastic about helping the Land Trust on this project.

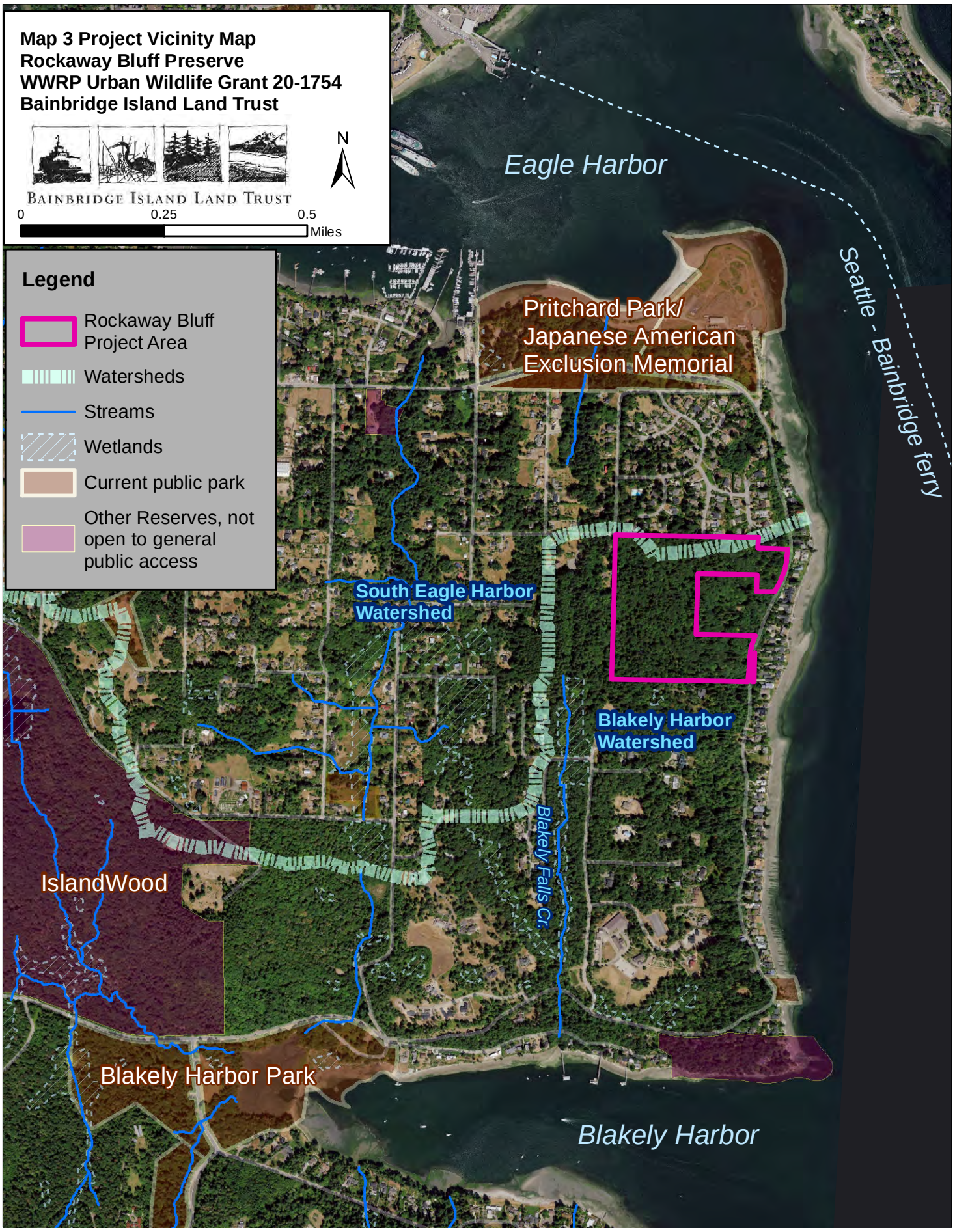
Public Benefit, Community Support, Educational Opportunities and Public and Recreational Uses: The project is centrally located between Eagle Harbor and Blakely Harbor (Maps 2 and 3). The existing public parks in this area are disconnected geographically by just over 1 mile. The PSRC 2018 Regional Open Space Conservation Plan mapped this as a census block group without park access due to lack of parks in the upland core. At least 300 households would lie within easy walking distance (0.5 miles) of the new Rockaway Bluff Preserve, and at least 518 households lie within the 1 mile distance the PSRC defines as a service area for a community (10-100 acre) park (Map 10), although we envision this preserve drawing from far outside the immediate area. For visitors from Seattle, the Island is a half-hour ferry trip from downtown, and travel to the Preserve from the Bainbridge ferry terminal is a 30 minute bicycle ride, a 10-minute drive, or a 20-minute bus ride.

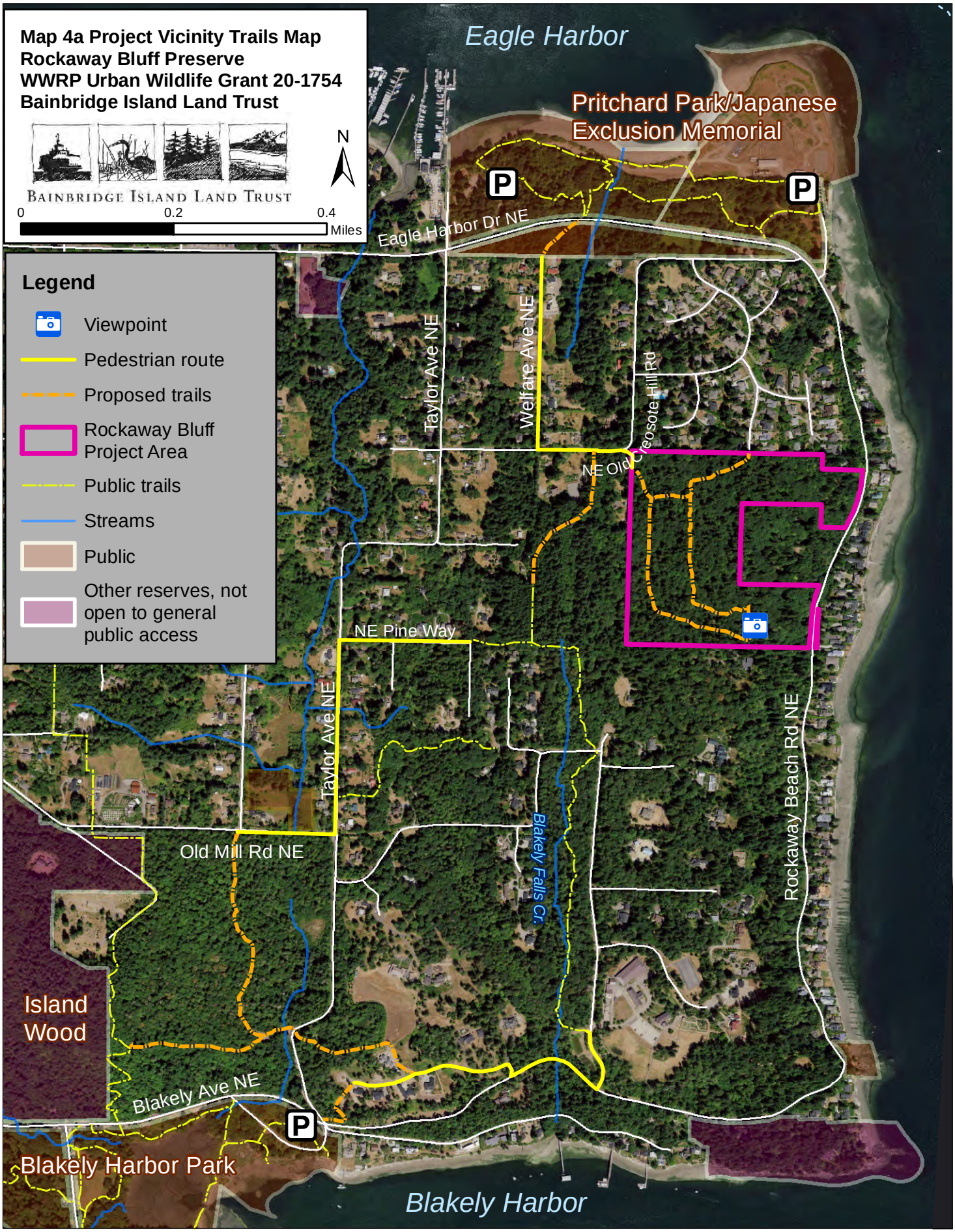
We envision a future 5-mile round trip Eagle to Blakely Harbor trail route rich in the Island's human and natural history (encompassing shorelines, forests and open spaces), in keeping with the BIMPRD's 2020 Trail Vision and COBI 2003 Non-motorized Transportation Plan (Maps 4a-c). This trail would allowing users to walk or bicycle from Pritchard Park (RCO WWRP Project #03-1165) and the National Park Service's Japanese American Exclusion Memorial National Historic Site on Eagle Harbor south to the Preserve for a loop through the forests and overview of Puget Sound and Seattle on the Rockaway Bluff Preserve, before continuing further south to the historic site of Port Blakely Mill and Hall Brothers Shipyard at Blakely Harbor Park (RCO WWRP grant Projects # 99-1751 and 98-1249).

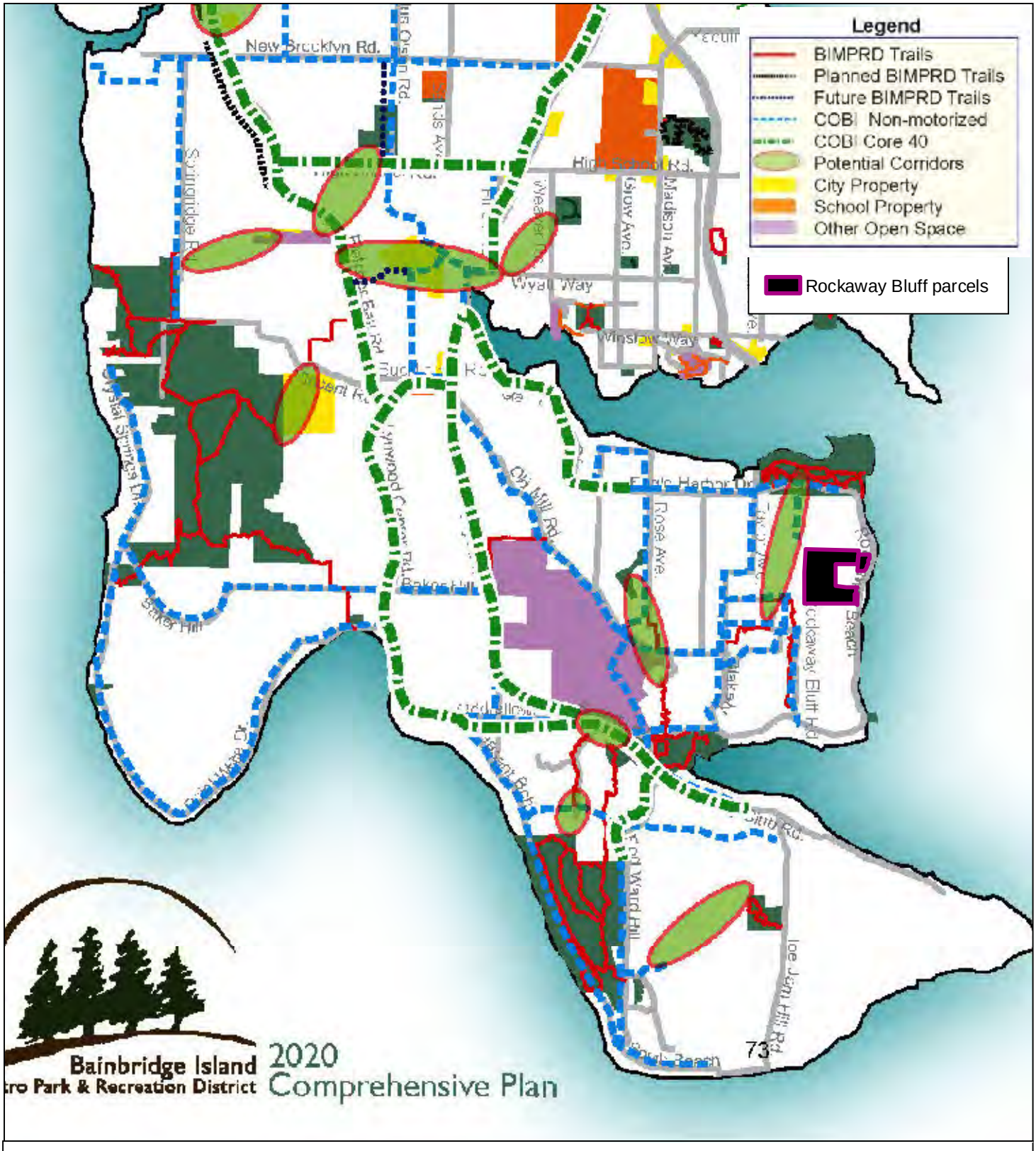

Pop: 9,200
Pop: 19,204
Pop: 24,404
Pop: 37,729
Seattle
Pop: 704,352
Port Madison Indian Reservation
Port Madison Indian Reservation
Puget Sound
Hood Canal
Dabob Bay
Bainbridge Island
Silverdale
Poulsbo
Seabeck
Bremerton
Port Orchard
Kirkland
Redmond
Bellevue
Mercer Island
Newcastle
Renton
Burien
Tukwila
Kenmore
Bothell
Woodinville
Shoreline
Lake Forest Park
Edmonds
Mountlake Terrace
Kingsgate
White
Green Mountain State Forest
Bangor Naval Submarine Base
Map 1 Location in Puget Sound Region
Gazzam Nature Preserve Phase 7
WWRP Urban Wildlife Grant 18-1662
Bainbridge Island Land Trust
Map by BILT
BAINBRIDGE ISLAND LAND TRUST
0
3.5
7
Miles
N
W
E
S
Project 5 mi buffer
Cities, King & Kitsap Co.s
Urban Growth Areas, King & Kitsap Co.s
Population data: U.S. Census Bureau 2016
Kitsap Co. GIS, King Co. GIS



Map 2 Project Location On Bainbridge Island
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust


Map 3 Project Vicinity Map
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust
Bainbridge Island Land Trust
N
0
0.25
0.5
Miles
Legend
Rockaway Bluff Project Area
Watersheds
Streams
Wetlands
Current public park
Other Reserves, not open to general public access
Eagle Harbor
Seattle - Bainbridge ferry
Pritchard Park/ Japanese American Exclusion Memorial
South Eagle Harbor Watershed
Blakely Harbor Watershed
Blakely Falls Cr.
IslandWood
Blakely Harbor Park
Blakely Harbor


Map 4a Project Vicinity Trails Map
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust
Bainbridge Island Land Trust
N
0
0.2
0.4
Miles
Legend
Viewpoint
Pedestrian route
Proposed trails
Rockaway Bluff Project Area
Public trails
Streams
Public
Other reserves, not open to general public access
Eagle Harbor
Pritchard Park/Japanese Exclusion Memorial
P
P
Eagle Harbor Dr NE
Taylor Ave NE
Welfare Ave NE
Creosote Hill Rd
NE Old
NE Pine Way
Taylor Ave NE
Old Mill Rd NE
Blakely Falls Cr.
Rockaway Beach Rd NE
Island Wood
Blakely Ave NE
P
Blakely Harbor Park
Blakely Harbor

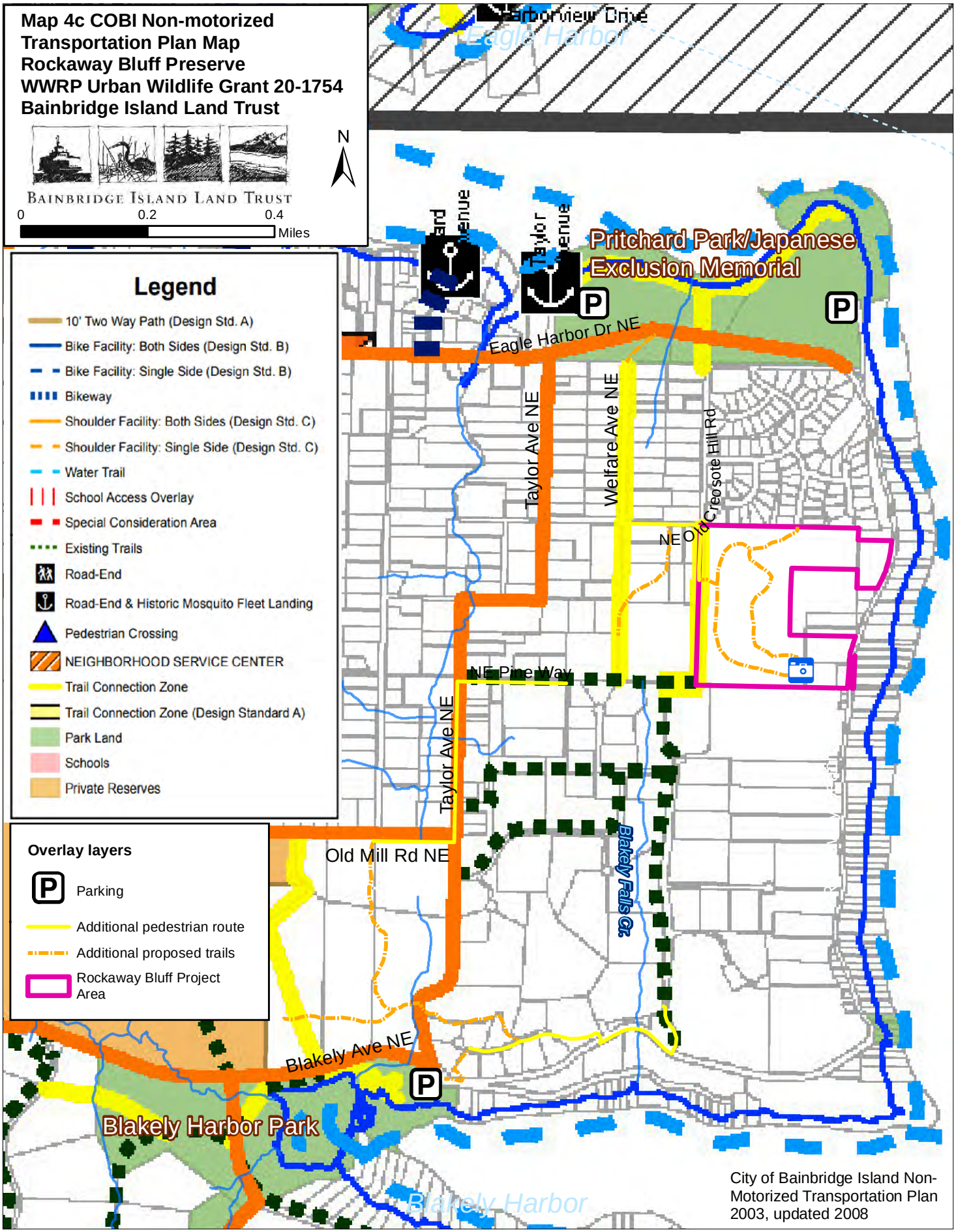


Map 4b BIMPRD 2020 Comp Plan Trail Vision and Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust

N

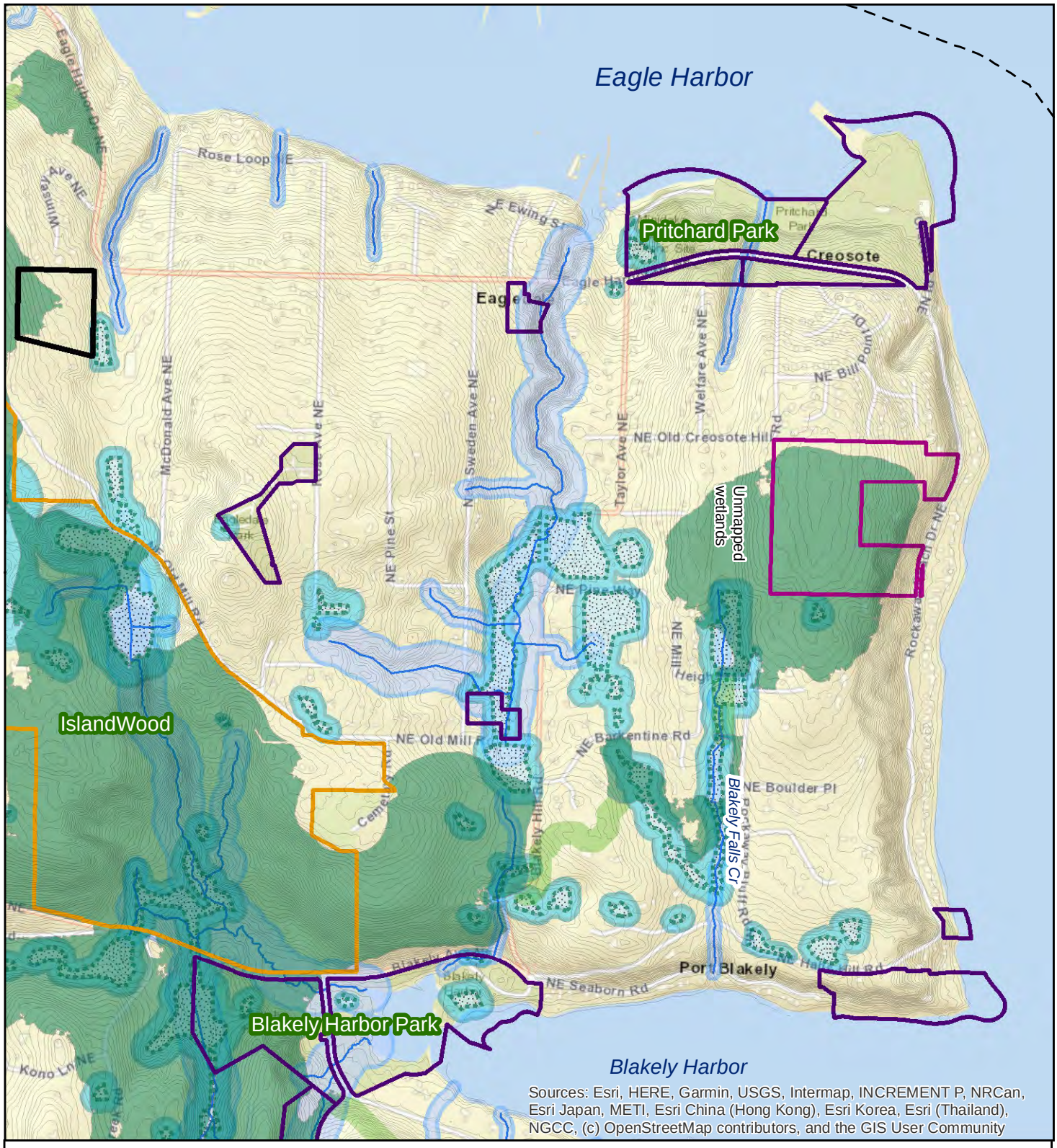
0 1 2 Miles

Bainbridge Island Land Trust
(206) 842-1216


Map 4c COBI Non-motorized Transportation Plan Map
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust
BAINBRIDGE ISLAND LAND TRUST
0
0.2
0.4
Miles
N
Legend
10' Two Way Path (Design Std. A)
Bike Facility: Both Sides (Design Std. B)
Bike Facility: Single Side (Design Std. B)
Bikeway
Shoulder Facility: Both Sides (Design Std. C)
Shoulder Facility: Single Side (Design Std. C)
Water Trail
School Access Overlay
Special Consideration Area
Existing Trails
Road-End
Road-End & Historic Mosquito Fleet Landing
Pedestrian Crossing
NEIGHBORHOOD SERVICE CENTER
Trail Connection Zone
Trail Connection Zone (Design Standard A)
Park Land
Schools
Private Reserves
Overlay layers
P
Parking
Additional pedestrian route
Additional proposed trails
Rockaway Bluff Project Area
Harborview Drive
Eagle Harbor
Pritchard Park/Japanese Exclusion Memorial
Eagle Harbor Dr NE
Taylor Ave NE
Welfare Ave NE
Creosote Hill Rd
NE Old
NE Pine Way
Old Mill Rd NE
Blakely Falls Ct
Blakely Ave NE
Blakely Harbor Park
Blakely Harbor
City of Bainbridge Island Non-Motorized Transportation Plan 2003, updated 2008

Legend
Rockaway Bluff Project Area*
Kitsap Co Tax Parcels
* Parcels A, D, and E per pending BLA
Bill Pt Crest
Bill Pt View
Bill Pt Bluff
NE Old Creosote Hill Road
A
14.4 ac.
352502-4-020-2002
4457-000-007-0003
007
2.2 ac.
Rockaway Beach Rd NE
D
16.1 ac.
352502-4-023-2009
E
2.4 ac.
352502-4-024-2008
Map 5 Project Parcels
Rockaway Bluff Preserve: 35.1 ac total
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust
0
0.05
0.1
Miles
N
BAINBRIDGE ISLAND LAND TRUST
FOR EVERYONE. FOREVER.

Legend
Forest Core Areas
Rockaway Bluff Project Area
Map 6. Interior Forest Core Areas
Rockaway Bluff Preserve Project
WWRP Urban Wildlife Grant #20-1754
BAINBRIDGE ISLAND LAND TRUST
FOR EVERYONE. FOREVER.
0
2
Miles
Map by BILT
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



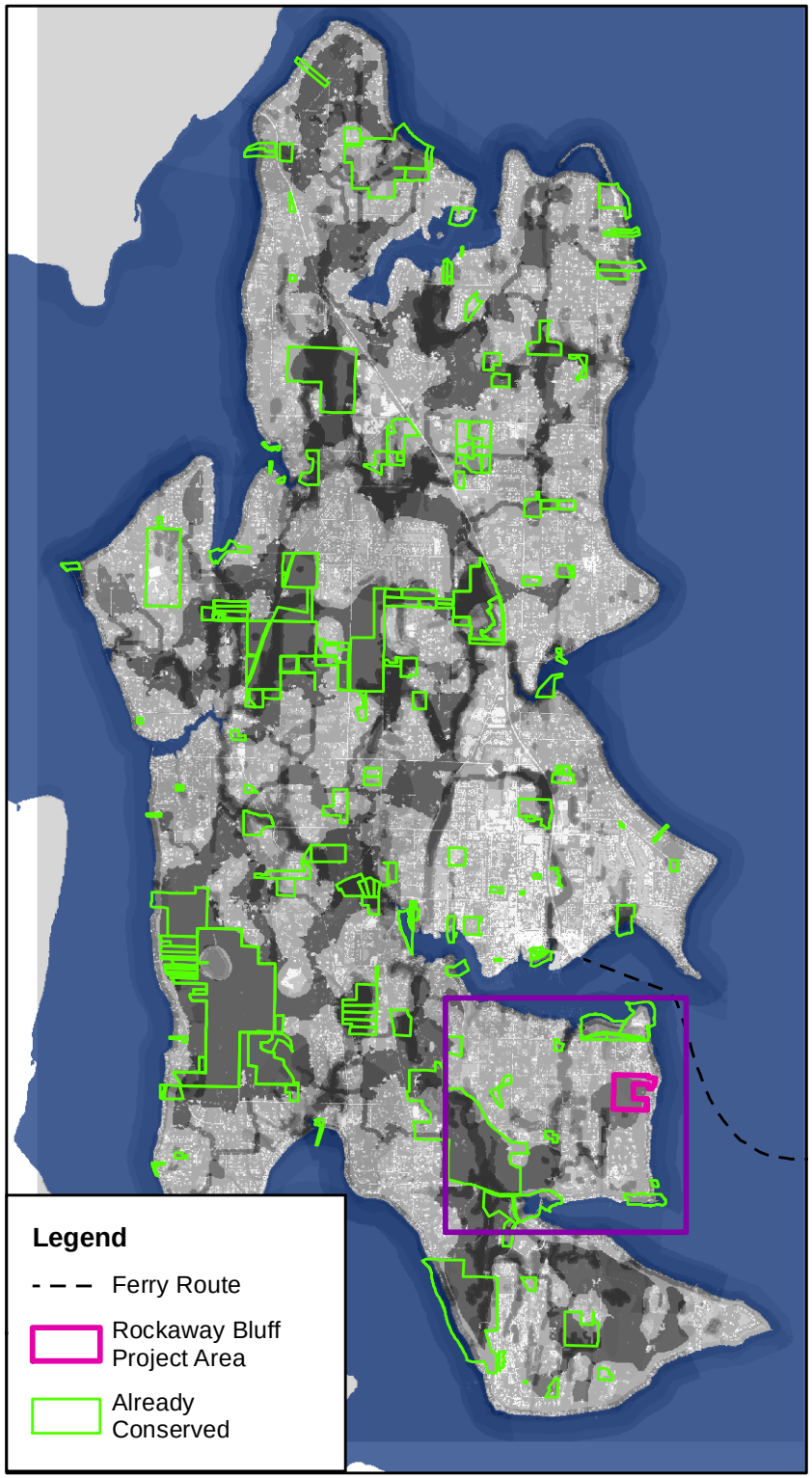
Map 7. Wildlife Habitat Networks
Rockaway Bluff Preserve Project
WWRP Urban Wildlife Grant #20-1754

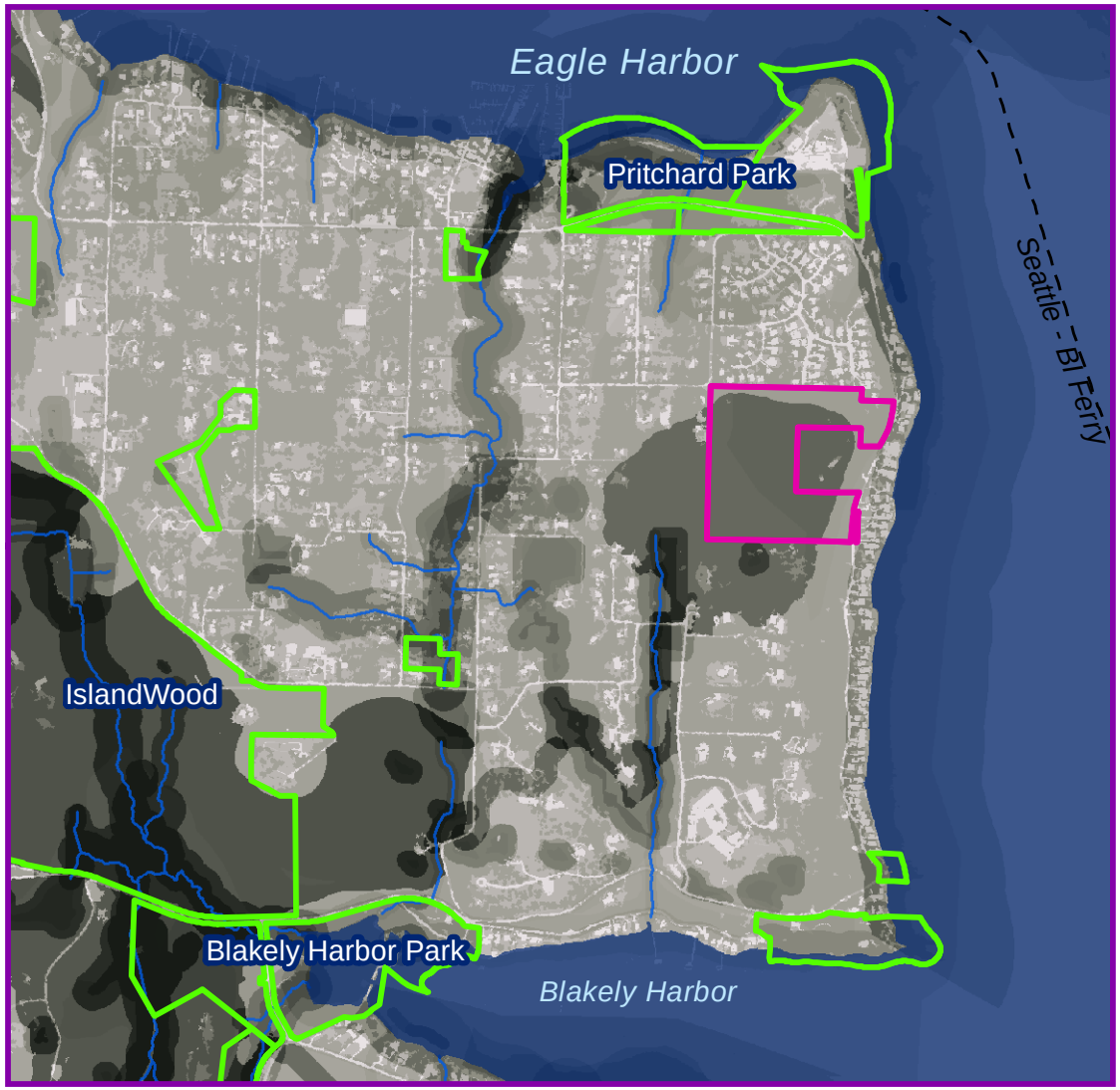
0 0.3 Miles

Map by BILT

Legend

- Rockaway Bluff Project Area
- City/Parks Protected
- Private Preserve
- Ferry Route
- Streams
- Wetlands
- Wetland buffers
- Stream Buffers
- Forest Core Areas
- Forest Connectors





Map 8. Conservation Values Index
Rockaway Bluff Preserve Project
WWRP Urban Wildlife Grant #20-1754

BAINBRIDGE ISLAND LAND TRUST
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0 0.5 Miles

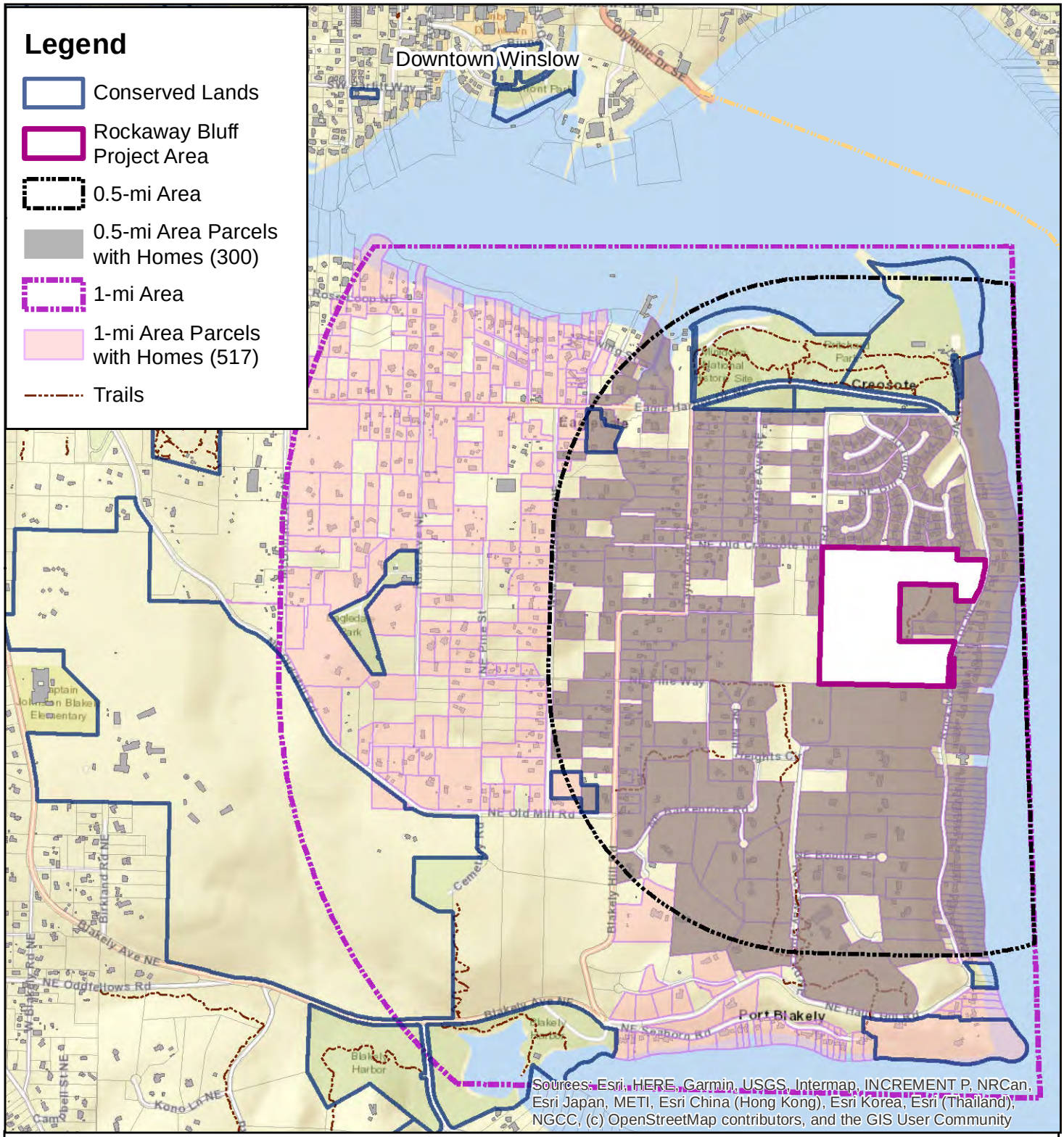
Map by BILT

Conservation Value Index (CVI)

Highest Value: 65

CVI is based on presence of features such as forest cores, wetlands, streams, Critical Aquifer Recharge Areas, and sensitive species breeding areas, as well as lack of paving, clearing, buildings, etc.

Lowest (open): -9 Includes lakes and human-altered areas such as farms, as well as more developed lands



Map 10 Service Areas
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust

0 0.3 0.6 Miles

N

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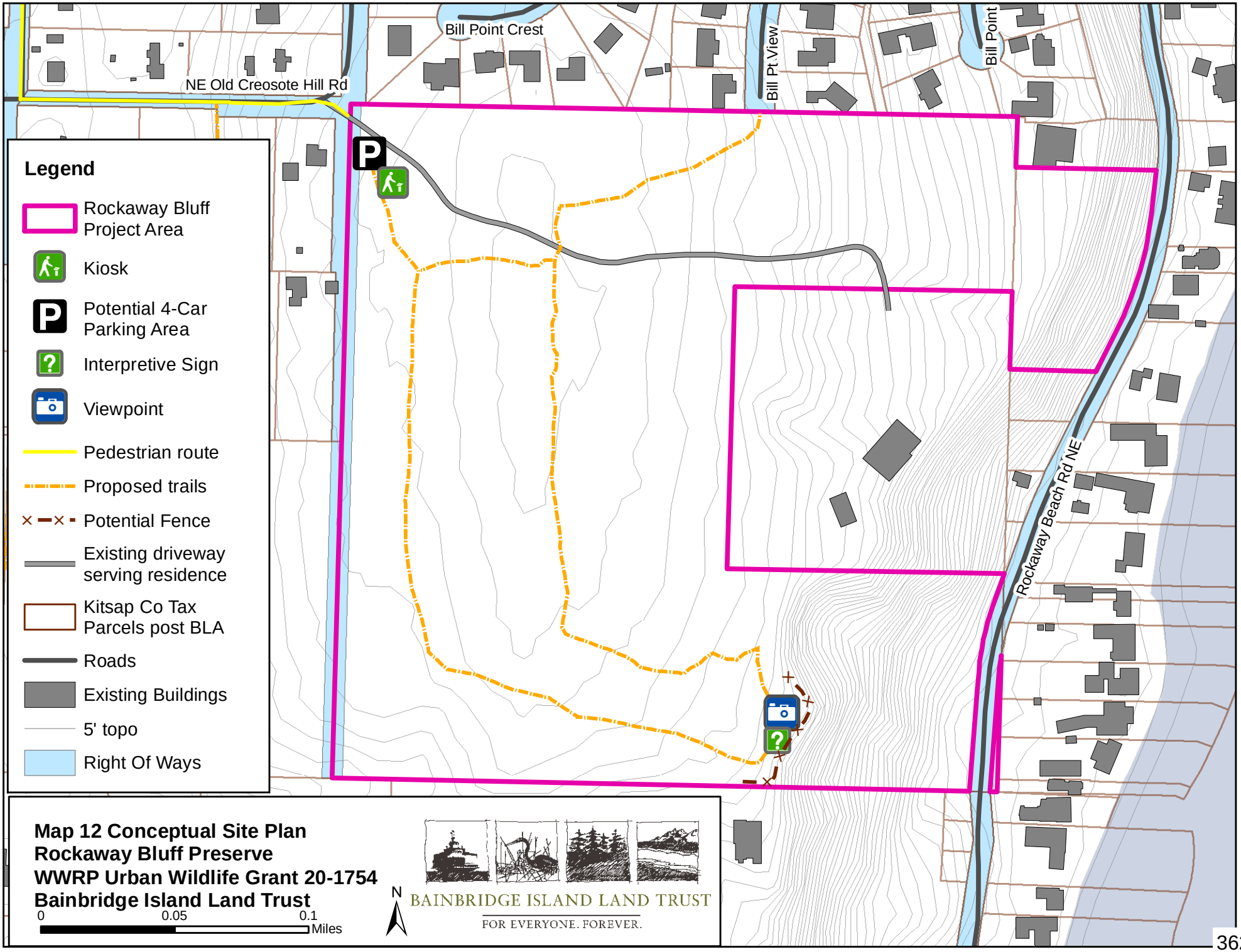
Bill Point Crest
NE Old Creosote Hill Rd
Bill Pt View
Bill Point
Rockaway Beach Rd NE
Legend
Rockaway Bluff Project Area
Kiosk
Potential 4-Car Parking Area
Interpretive Sign
Viewpoint
Pedestrian route
Proposed trails
Potential Fence
Existing driveway serving residence
Kitsap Co Tax Parcels post BLA
Roads
Existing Buildings
5' topo
Right Of Ways
Map 12 Conceptual Site Plan
Rockaway Bluff Preserve
WWRP Urban Wildlife Grant 20-1754
Bainbridge Island Land Trust
0
0.05
0.1
Miles
N
BAINBRIDGE ISLAND LAND TRUST
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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:10 PM) Letter of Support for Bainbridge Island Metropolitan Park and Recreation District's Grant Application for Hidden Cove Park II - Executive,

SUMMARY: This year the Bainbridge Island Metropolitan Park & Recreation District (the "Park District") is seeking to acquire property adjacent to Hidden Cove Park on a portion of the Seattle Yacht Club known as Springer. They are are nearing final negotiation phases with SYC on terms of purchase. The dock and building are known for grant purposes as Hidden Cove Park II. This acquisition helps to satisfy local additional shoreline needs; and will help provide for a small craft center with the added dock space, ADA parking, access and connection to Hidden Cove Park. The Park District has asked for the City's endorsement that will help show local support. Support letters are due by August 1 to facilitate technical completion dates.

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

RECOMMENDED MOTION: I move to authorize the Mayor to sign a letter of support for the Park District's grant application for Hidden Cove Park II.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

City Support Letter -July 2020.pdf

Narrative.pdf

LOCATION & POPULATION PROXIMITY MAP2020.pdf

map 1 1920x1080 Parcel to be acquired.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

July 15, 2020

Perry Barrett, Sr. Planner
Bainbridge Island Metro Park & Recreation District
7666 NE High School Road
Bainbridge Island, WA 98110

Re: GRANT #20-1835A WWRP Hidden Cove Park II (Springer parcel)

Dear Perry:

The City of Bainbridge Island supports the Bainbridge Island Metropolitan Park & Recreation District grant application for acquisition of the Hidden Cove Park II (Springer property) on Bainbridge Island attached to the WWRP Water Access Grant category. The acquisition provides for needed additional shoreline access in Port Madison at Hidden Cove.

This addition will increase recreational assets by adding upland park property, dock and related public amenities to property adjoining Hidden Cove Park. Together the combination of recreational assets at Hidden Cove Park added with this purchase of this proposal, the Springer parcel and its addition of existing amenities, will create a much-desired small craft center for the public's benefit. This addition helps satisfy Level of Service requirements for recreational shoreline and a specific Level of Service reference to add a small craft facility as cited in the Park District's Park & Recreation Comprehensive Plan, 2020

Acquisition is supported by the City of Bainbridge Island Shoreline Management Program, Section, Recreational Development # 5.8.3 Policies 1. This policy recognizes public recreation on public lands as a preferred use of the shoreline. Water dependent recreational uses, such as swimming, boating and fishing, are priority uses and should be encouraged. Additionally, this parcel satisfies requirements sought in other jurisdictional planning documents. Specifically, the Springer property is an acquisition referenced that satisfies need as a "small craft facility" cited on item # 13, page 65, section 4.2. of the adopted Bainbridge Island Metro Park & Recreation District Comprehensive Plan, 2020.

280 Madison Ave North
Bainbridge Island, WA 98110-1812
www.bainbridgewa.gov
206.842.7633

CITY OF
BAINBRIDGE ISLAND

Hidden Cove Park II provides amenities for water trails also recognized in local and federal planning documents. This water trail, known as the Cascadia Marine Trail, is located on Puget Sound adjacent to Hidden Cove in Port Madison.

Water-based recreation is among the highest priorities expressed in park community planning processes (EnviroIssues 2019). Yet approximately 93% of the shoreline is in private ownership. Clearly the opportunity at Hidden Cove Park II (Springer parcel) represents an important gain.

We support the Park District's grant application for acquisition of Hidden Cove Park II of the Springer property and recognize it as a benefit to the public's enjoyment of shoreline and water access uses.

Sincerely,

Leslie Schneider
Mayor

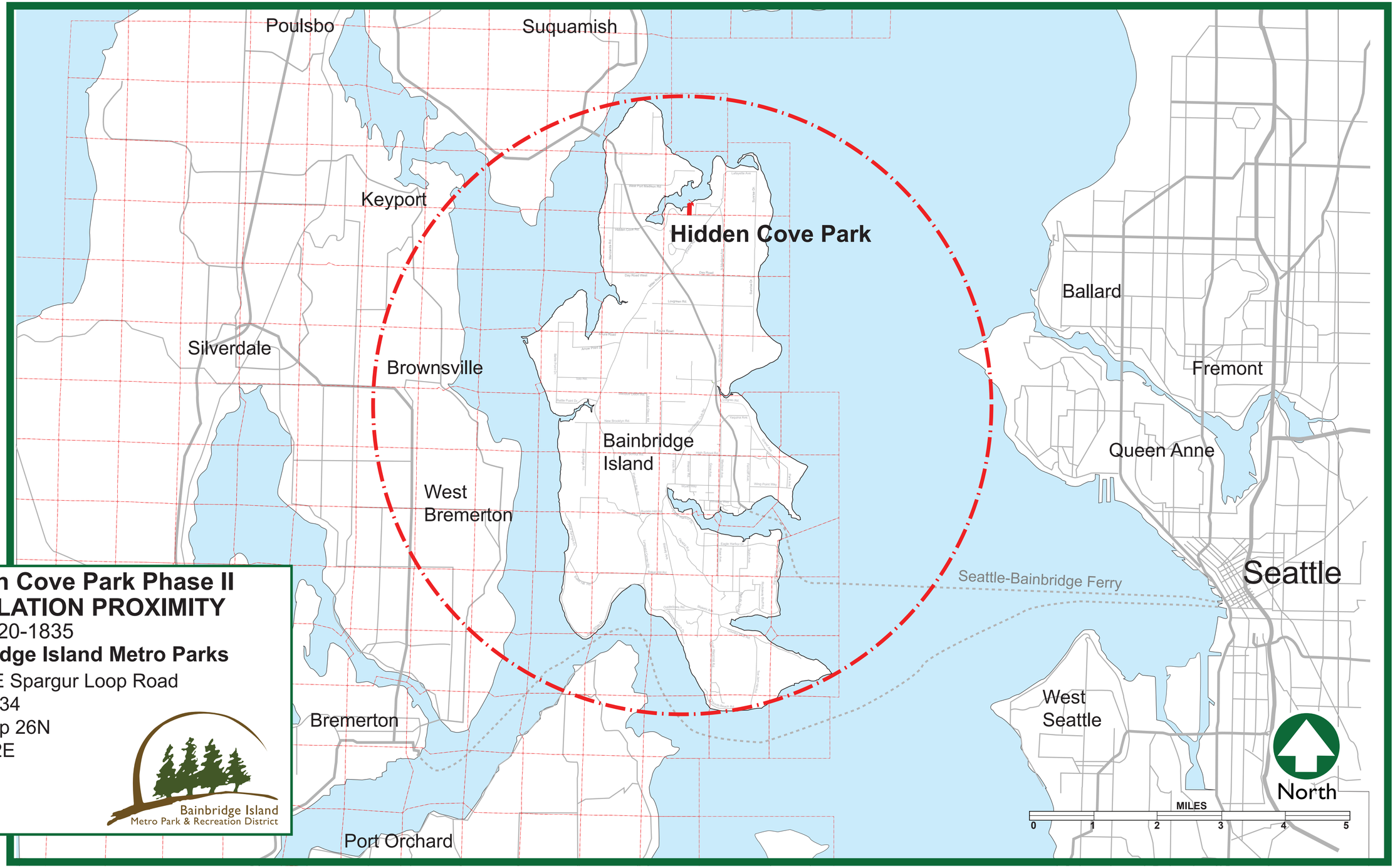
Cc: City Council
Morgan Smith, City Manager

280 Madison Ave North
Bainbridge Island, WA 98110-1812
www.bainbridgewa.gov
206.842.7633

Program Narrative
Hidden Cove Park II
RCO # 20-1835

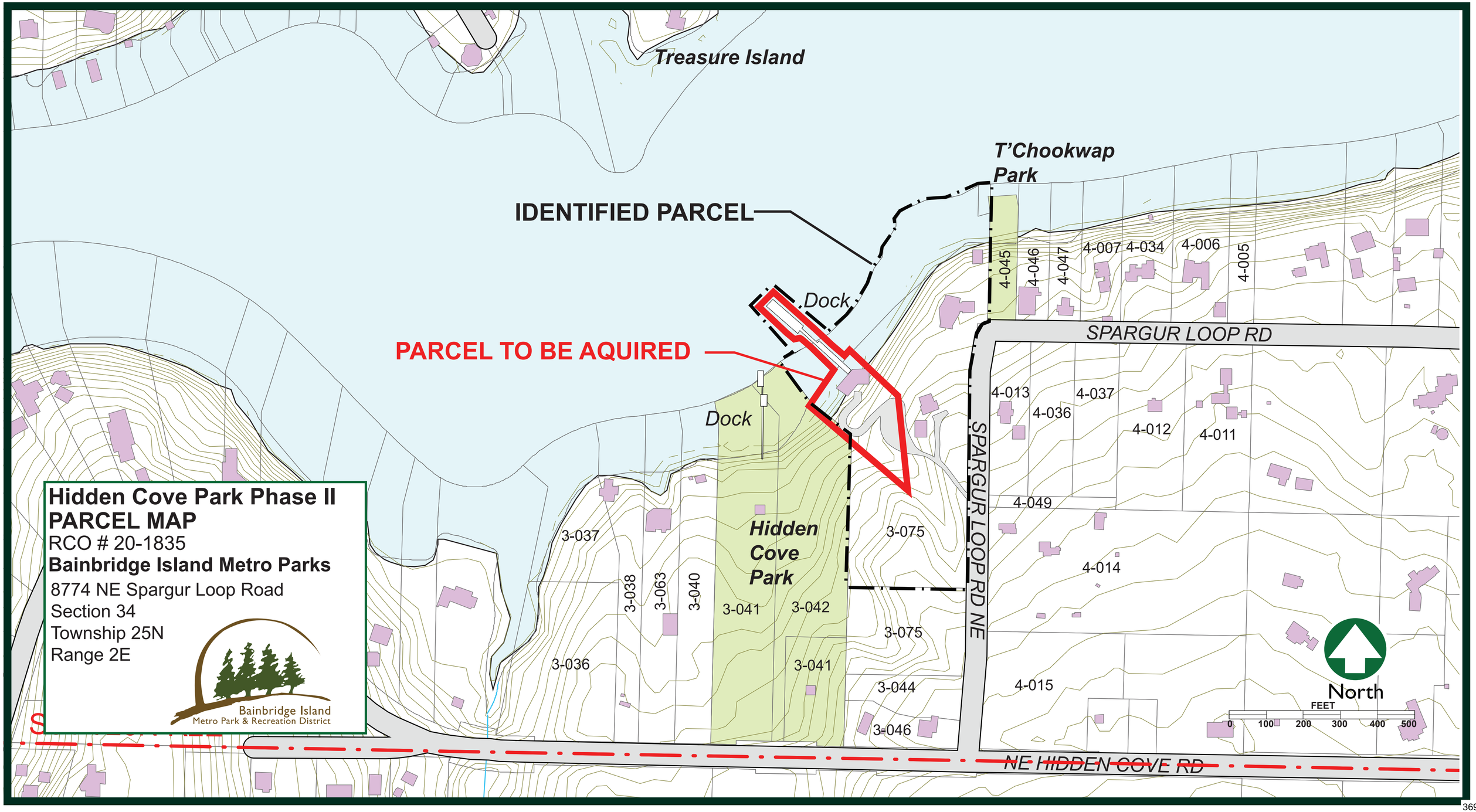
To purchase an adjoining parcel at Hidden Cove Park, its dock and easements and provide for an identified small craft program and additional water access. This purchase is approximately half- acre of upland property, tideland, dock and access easements. The proposed acquisition is specifically referenced in the Bainbridge Island Metro. Comprehensive Park & Recreation Plan (Recreation Shoreline Map Chapter 4, #13) and has long been sought by community stakeholders to provide for additional water access and public shoreline protection. The purchase also benefits regional entities with its location along the Cascadia Marine Trail on Puget Sound. Levels of Service specific to water access are provided for with purchase.

Acquisition provides for a second dock to the park's existing water access envelope at Hidden Cove Park (RCO #14-1358) and enhance recreation opportunities and program supervision. Three components make this addition ideal for operating a community boating program: 1) the large dock for safe launching, entry and exit of boats; 2, separate sheltered area for instruction, equipment storage and basic maintenance; 3) expanded and convenient water access to waterways. This site has been leased from the Seattle Yacht Club to adequately provide for Park District youth programs in the shelter waters of Port Madison. The conclusion of negotiations is allowing for the rare opportunity to provide for public purchase in these sheltered waters through Boundary Line Adjustment.



Hidden Cove Park Phase II
POPULATION PROXIMITY
RCO # 20-1835
Bainbridge Island Metro Parks
8774 NE Spargur Loop Road
Section 34
Township 26N
Range 2E

Bainbridge Island
Metro Park & Recreation District


Treasure Island
T'Chookwap Park
IDENTIFIED PARCEL
PARCEL TO BE AQUIRED
Dock
Dock
SPARGUR LOOP RD
SPARGUR LOOP RD NE
NE HIDDEN COVE RD
Hidden Cove Park
4-045
4-046
4-047
4-007
4-034
4-006
4-005
4-013
4-036
4-037
4-012
4-011
4-049
4-014
4-015
3-037
3-038
3-063
3-040
3-041
3-042
3-075
3-075
3-041
3-036
3-044
3-046
Hidden Cove Park Phase II
PARCEL MAP
RCO # 20-1835
Bainbridge Island Metro Parks
8774 NE Spargur Loop Road
Section 34
Township 25N
Range 2E
Bainbridge Island
Metro Park & Recreation District
North
FEET
0
100
200
300
400
500

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (9:15 PM) Options for a Council Discussion on Conduct and Process - Councilmember Hytopoulos,

SUMMARY: At the July 7, 2020 study session, Councilmember Hytopoulos requested a discussion on options for a Council discussion on conduct and process. This time has been scheduled to continue that discussion.

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

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:35 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

B. Accounts Payable and Payroll
C. City Council Study Session Minutes, July 7, 2020
D. City Council Business Meeting Minutes, July 14, 2020
E. Emergency COVID-19 Cleaning Contract Amendment No. 1
F. Springbrook Creek and Manzanita Creek Watershed Planning – Department of Ecology Puget Sound Natural Estuary Program Grant Acceptance and Budget Amendment
G. Chlorine Generator Upgrades Professional Services Agreement
H. Bainbridge Parks Foundation Bench Donations
I. Ordinance 2020-03 “Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC
J. Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" Fee and a Deposit Fee for Third Party Review of Environmental Reports
K. Resolution No. 2020-14, Authorizing Use of Electronic Signatures in City Business
L. Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

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

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:**

AGENDA ITEM: Accounts Payable and Payroll

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with consent agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

AP Report to Council of Cash Disbursements 07-29-20.pdf

Payroll.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: July 13, 2020 - July 27, 2020
CITY COUNCIL: July 14, 2020 - July 28, 2020

Last check from previous run: 354031 dated 07/15/2020 issued to USA Blue Book for $1,974.61.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	5/27/20	353692	POL/COBI PD/Investigative fund replenish-reprint for payee change	N/A
Manual	7/15/20	354032	US Bank/Credit card purchases - June 2020	41,585.47
Manual	7/15/20	354033	Bainbridge Disposal/Citywide disposal services - June 2020	2,384.89
Manual	7/15/20	354034	CenturyLink/Citywide telemetry - July 2020	1,142.90
Manual	7/15/20	354035	PW/Kitsap Public Health/Building clearing exempt fee	145.00
Manual	7/15/20	354036	POL/Newalen/Vessel demolition: Too Much II	6,403.20
Manual	7/15/20	354037	POL/COBI PD/Investigative fund replenish-reprint	100.00
Manual	7/15/20	354038	Puget Sound Energy/Citywide utilities - June 2020	25,656.30
Manual	7/15/20	354039	Verizon/Citywide wireless services - June 2020	5,753.18
Manual	7/22/20	354040	CenturyLink/Additional citywide telemetry - July 2020	280.35
Manual	7/22/20	354041	Pitney Bowes/Postage machine refill	5,000.00
Manual	7/22/20	354042	Puget Sound Energy/Casey St, 184 Winslow utilities - June 2020	29.30
Manual	7/22/20	354043	CRT/Rolling Bay Commercial Properties/Rent - July 2020	4,197.30
Manual	7/22/20	354044	WA State Dept of L&I/Volunteer hours - Q2 2020	22.60
Manual	7/22/20	354154	PCD/FCS Group/Cost recovery progress billing - April 2020	4,040.51
			Total Manual Checks and Electronic Disbursements	**96,741.00**
Regular Run	7/29/2020	354045-354153	**Total Regular Check Run**	**245,291.79**
			Total Disbursements	**342,032.79**
Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____ _____Carrie Freitas, Senior Accounting Technician

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

Karl R. Shaw 7/22/2020

Karl R. Shaw, Accounting Manager Date

VOID
7/15/2020 CF

Ted R. Shaw

7/15/2020

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
353692	05/27/2020 VOID	7792	CITY OF BAINBRIDGE I		240495	05/12/20	05/13/2020			-100.00
	Invoice: 05/12/20						POL/REPLENISH INVESTIG FUND			
					-100.00	52015212 549900	PD-INVESTIGATIVE-MISC			
							CHECK 353692 TOTAL:			-100.00
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			-100.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	100.00

*** GRAND TOTAL *** -100.00

Police dept unable to cash check due to payee of check being "Police investigative fund" instead of to "City of Bainbridge". Corrected in Munis, and voided for reprint.

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2020 7 129					GENERAL - ACCOUNTS PAYABLE				100.00
APP 001-213000					AP CASH DISBURSEMENTS JOURNAL				
07/15/2020	353692	VOID			CASH			100.00	
APP 635-111100					AP CASH DISBURSEMENTS JOURNAL				
07/15/2020	353692	VOID							
					GENERAL LEDGER TOTAL			100.00	100.00
					DUE TO/FROM CLEARING				100.00
APP 631-130000									
07/15/2020	05/24/20	VOID			GENERAL - DUE TO/FROM CLEARING			100.00	
APP 001-130000									
07/15/2020	05/24/20	VOID							
					SYSTEM GENERATED ENTRIES TOTAL			100.00	100.00
					JOURNAL 2020/07/129 TOTAL			200.00	200.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020	7	129	07/15/2020			
001-130000					GENERAL - DUE TO/FROM CLEARING	100.00	
001-213000					GENERAL - ACCOUNTS PAYABLE		100.00
					FUND TOTAL	100.00	100.00
631 CLEARING FUND	2020	7	129	07/15/2020			
631-130000					DUE TO/FROM CLEARING		100.00
635-111100					CASH	100.00	
					FUND TOTAL	100.00	100.00

JOURNAL ENTRIES TO BE CREATED

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

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

WA ST Treasurer
Vendor #2251

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Building Surcharge	316.50	186.50	260.00	103.00	199.50	340.50							1,406.00
65238 386000													
Totals	**316.50**	**186.50**	**260.00**	**103.00**	**199.50**	**340.50**	**-**	**-**	**-**	**-**	**-**	**-**	**1,406.00**

Description		Charge to:		Amount
OUT REMIT/	SBCC	41652860	586000	199.50
		Total		**199.50**

Prepared by: Carrie Freitas CF Date: **7/14/2020**

Approved by: Karl R. Shaw Karl R. Shaw 1 Date: 7/22/2020 2

J:\Accounts Payable\Court\State-Out Money SBCC\State-Out Money 2019 SBCC

US Bank - June CC

CF 7/15/20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
354032	07/15/2020	PRTD	7314 US BANK	241458	05/29/20-JB	06/25/2020		USBANK06	12.16
	Invoice: 05/29/20-JB				POL/ACE/MENDERHOSE FOR M8				
				12.16	54025212 531100 MARINE - SUPPLIES				
				241459	06/17/20-JB	06/25/2020		USBANK06	67.93
	Invoice: 06/17/20-JB				POL/PETCO/K9 FOOD				
				67.93	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				241460	05/30/20-ZB	06/25/2020		USBANK06	173.20
	Invoice: 05/30/20-ZB				POL/PETCO/K9 SUPPLIES				
				173.20	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				241461	06/01/20-ZB	06/25/2020		USBANK06	1,424.00
	Invoice: 06/01/20-ZB				POL/SUMMIT VET/K9 CARE				
				1,424.00	53011212 54110000962 TRACKING CANINE-PROF SVCS				
				241462	06/06/20-ZB	06/25/2020		USBANK06	202.69
	Invoice: 06/06/20-ZB				POL/WEATHERTECH/SEAT PROTECTOR				
				202.69	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				241463	06/07/20-ZB	06/25/2020		USBANK06	130.75
	Invoice: 06/07/20-ZB				POL/WEATHERTECH/TRUNK LINER				
				130.75	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				241464	06/08/20-ZB	06/25/2020		USBANK06	16.98
	Invoice: 06/08/20-ZB				POL/JERSEY MIKE'S/LUNCH				
				16.98	53011212 443410 POLICE - C/E PATROL TRAINING				
				241465	06/09/20-ZB	06/25/2020		USBANK06	14.81
	Invoice: 06/09/20-ZB				POL/TERIYAKI TOWN/PERSONAL-WILL REIMB				
				14.81	53011212 443410 POLICE - C/E PATROL TRAINING				
				241466	06/09/20-ZB-A	06/25/2020		USBANK06	16.35
	Invoice: 06/09/20-ZB-A				POL/SALTY DOG WASH/K9 WASH				
				16.35	53011212 54110000962 TRACKING CANINE-PROF SVCS				
				241467	05/27/20-BB	06/25/2020		USBANK06	7.00
	Invoice: 05/27/20-BB				POL/KCPW/EVIDENCE DISP				
				7.00	91011215 547900 GG-C/E-PD-GARBAGE				
				241468	05/27/20-BB-A	06/25/2020		USBANK06	277.92
	Invoice: 05/27/20-BB-A				POL/AMAZON/UNIFORM PANTSX3				
				277.92	51011191 520000 PD-C/E-PROP RM-BENEFITS				
				241469	05/28/20-BB	06/25/2020		USBANK06	235.51
	Invoice: 05/28/20-BB				POL/AMAZON/FACE MASKS X100				
				235.51	53011252 53110001069 COVID19-SUPPLIES				
				241470	05/30/20-BB	06/25/2020		USBANK06	101.50
	Invoice: 05/30/20-BB				POL/SPEAKWRITE/TRANSCRIPT SVCS				
				101.50	52011212 541100 POLICE - C/E INVEST 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				
				241471	06/01/20-BB	06/25/2020		USBANK06	19.48
Invoice: 06/01/20-BB						POL/AMAZON/NEW OFFCR NAME PLATES			
				19.48	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241472	06/04/20-BB	06/25/2020		USBANK06	75.45
Invoice: 06/04/20-BB						POL/SAFEWAY/PROTEST SNACKS			
				75.45	53011212 53110001079	SPECIAL EVENT-PATROL-SUPPLIES			
				241473	06/08/20-BB	06/25/2020		USBANK06	1,269.53
Invoice: 06/08/20-BB						POL/AMAZON/TACTICAL FLASHLIGHTS			
				1,269.53	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241474	06/09/20-BB	06/25/2020		USBANK06	44.66
Invoice: 06/09/20-BB						POL/AMAZON/AA BATTERIES			
				14.00	51011211 531100	PD-C/E-ADM-SUPPLIES			
				5.00	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				25.66	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241475	06/18/20-BB	06/25/2020		USBANK06	28.21
Invoice: 06/18/20-BB						POL/AMAZON/LOCK BOX			
				28.21	51011252 53110001069	COVID19-SUPPLIES			
				241476	06/20/20-BB	06/25/2020		USBANK06	38.09
Invoice: 06/20/20-BB						POL/AMAZON/MOUSE, CLIPBOARDS			
				38.09	51011252 53110001069	COVID19-SUPPLIES			
				241477	06/17/20-TC	06/25/2020		USBANK06	130.00
Invoice: 06/17/20-TC						PCD/ICC/INSP CERT RENEWAL			
				130.00	62471591 549100	BLDG - BLDG DUES/SUBSCRIPTIONS			
				241478	05/29/20-MD	06/25/2020		USBANK06	99.47
Invoice: 05/29/20-MD						IT/AMAZON/CC SERVER MOUNT			
				99.47	81031881 53550000567	PEG CAP FUNDING-NON CAP ITEMS			
				241479	06/01/20-MD	06/25/2020		USBANK06	1,395.04
Invoice: 06/01/20-MD						IT/AMAZON/WEBCAMS, HEADSETS			
				1,395.04	81011252 53550001069	COVID19-COMPUTER HARDWARE			
				241480	06/02/20-MD	06/25/2020		USBANK06	54.49
Invoice: 06/02/20-MD						IT/MS/PERSONAL CHARGE ERROR			
				54.49	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				241481	06/04/20-MD	06/25/2020		USBANK06	381.38
Invoice: 06/04/20-MD						IT/AMAZON/HEADSETS(12)			
				381.38	81011252 53550001069	COVID19-COMPUTER HARDWARE			
				241482	06/04/20-MD-A	06/25/2020		USBANK06	252.48
Invoice: 06/04/20-MD-A						IT/AMAZON/MONITOR			
				252.48	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				241483	06/08/20-MD	06/25/2020		USBANK06	17.42
Invoice: 06/08/20-MD						IT/AMAZON/PHONE CHARGERS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				17.42	81011881 531100 IT - C/E SUPPLIES				
				241484	06/15/20-MD	06/25/2020		USBANK06	34.87
Invoice: 06/15/20-MD					IT/AMAZON/PHONE HEADSET				
				34.87	81011252 53110001069 COVID19-SUPPLIES				
				241485	06/18/20-MD	06/25/2020		USBANK06	29.41
Invoice: 06/18/20-MD					IT/AMAZON/KEYBOARD, MOUSE				
				29.41	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				241486	06/22/20-MD	06/25/2020		USBANK06	327.86
Invoice: 06/22/20-MD					IT/AMAZON/NTWK SWTICHES				
				327.86	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				241487	06/22/20-MD-A	06/25/2020		USBANK06	55.56
Invoice: 06/22/20-MD-A					IT/ADOBE/PRO LIC				
				55.56	81011252 53510001069 COVID19-SOFTWARE				
				241488	06/24/20-MD	06/25/2020		USBANK06	153.53
Invoice: 06/24/20-MD					IT/GODADDY/COMMITTEE EMAIL DOMAIN				
				153.53	81011881 548500 IT - C/E COMPUTER SUPPORT				
				241489	05/27/20-KD	06/25/2020		USBANK06	28.18
Invoice: 05/27/20-KD					EX/AP/2020 AP STYLEBOOK				
				28.18	31011572 531100 EX-GF-OUTREACH-SUPPLIES				
				241490	05/27/20-KD-A	06/25/2020		USBANK06	65.39
Invoice: 05/27/20-KD-A					EX/AMAZON/CELL PHN LIGHT				
				65.39	31011572 53110001069 COVID19-SUPPLIES				
				241491	05/27/20-KD-B	06/25/2020		USBANK06	26.15
Invoice: 05/27/20-KD-B					EX/AMAZON/USB MIC				
				26.15	31011572 53110001069 COVID19-SUPPLIES				
				241492	05/27/20-KD-C	06/25/2020		USBANK06	141.69
Invoice: 05/27/20-KD-C					EX/BEST BUY/LED LIGHT-VIDEO				
				141.69	31011572 53110001069 COVID19-SUPPLIES				
				241493	06/07/20-KD	06/25/2020		USBANK06	28.38
Invoice: 06/07/20-KD					EX/PARTY CITY/GRAD PARADE SUPPLIES				
				28.38	31011572 53110001069 COVID19-SUPPLIES				
				241494	06/10/20-KD	06/25/2020		USBANK06	16.28
Invoice: 06/10/20-KD					EX/SAFEWAY/GRAD PARADE SUPPLIES				
				16.28	31011572 53110001069 COVID19-SUPPLIES				
				241495	06/17/20-KD	06/25/2020		USBANK06	315.16
Invoice: 06/17/20-KD					EX/AMAZON/TRIPOD				
				315.16	31011572 53110001069 COVID19-SUPPLIES				
				241496	06/05/20-JF	06/25/2020		USBANK06	258.11
Invoice: 06/05/20-JF					POL/LAX AMMO/AMMO				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				258.11	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241497	06/09/20-JF	06/25/2020		USBANK06	883.39
Invoice: 06/09/20-JF						POL/TARGET SPORTS/AMMO			
				883.39	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241498	06/17/20-JF	06/25/2020		USBANK06	78.37
Invoice: 06/17/20-JF						POL/C&H/SIG SAUER ADAPTER PLATE			
				78.37	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241499	06/17/20-JF-A	06/25/2020		USBANK06	24.00
Invoice: 06/17/20-JF-A						POL/GALLOWAY/SIGHT INSERT			
				24.00	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241500	06/18/20-JF	06/25/2020		USBANK06	77.85
Invoice: 06/18/20-JF						POL/AMAZON/NIGHT SIGHTS			
				77.85	53011212 531100	PD-C/E-PATROL SUPPLIES			
				241501	06/17/20-DH	06/25/2020		USBANK06	180.00
Invoice: 06/17/20-DH						CRT/USPS/STAMPS			
				180.00	21011125 542500	COURT-POSTAGE/SHIPPING			
				241503	06/28/20-GK	06/25/2020		USBANK06	26.58
Invoice: 06/28/20-GK						POL/CHEVRON/FUEL			
				26.58	53011212 443410	POLICE - C/E PATROL TRAINING			
				241504	06/03/20-RL	06/25/2020		USBANK06	547.55
Invoice: 06/03/20-RL						LEGAL/TRW/ONLINE SUBX			
				547.55	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
				241505	06/03/20-RL-A	06/25/2020		USBANK06	571.36
Invoice: 06/03/20-RL-A						LEGAL/TRW/ONLINE SUBX			
				571.36	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
				241506	06/09/20-RL	06/25/2020		USBANK06	279.20
Invoice: 06/09/20-RL						FIN/PITNEY BOWES/POSTAGE MACHINE INK			
				279.20	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				241507	06/19/20-RL	06/25/2020		USBANK06	139.16
Invoice: 06/19/20-RL						FIN/ULINE/SLATWALL LIT, PAMPHLET HOLDERS			
				139.16	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				241508	06/18/20-JL	06/25/2020		USBANK06	7.10
Invoice: 06/18/20-JL						POL/USPS/CERTIFIED MAIL			
				7.10	91011215 542500	GG-C/E-PD-POSTAGE			
				241509	06/19/20-JL	06/25/2020		USBANK06	46.02
Invoice: 06/19/20-JL						POL/PUERTO VALLARTA/LUNCH			
				46.02	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				241510	06/19/20-JL-A	06/25/2020		USBANK06	28.20
Invoice: 06/19/20-JL-A						POL/TAHOMA EXPRESS/FUEL			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				28.20	52011212 532000	PD DET-C/E-FUEL			
				241511	06/20/20-JL	06/25/2020		USBANK06	6.00
Invoice: 06/20/20-JL						POL/WSDOT/BRIDGE TOLL			
				6.00	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				241512	05/25/20-AL-A	06/25/2020		USBANK06	84.50
Invoice: 05/25/20-AL-A						EX/MASTERSCOMM/HAM RADIO PARTS			
				84.50	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241513	05/25/20-AL-B	06/25/2020		USBANK06	55.00
Invoice: 05/25/20-AL-B						EX/REPEATER BUILD/HAM RADIO PARTS			
				55.00	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241514	05/30/20-AL	06/25/2020		USBANK06	132.19
Invoice: 05/30/20-AL						EX/AMAZON/HAM RADIO PARTS			
				132.19	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241515	06/02/20-AL	06/25/2020		USBANK06	812.52
Invoice: 06/02/20-AL						EX/GIGAPARTS/HAM RADIO PARTS			
				812.52	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241516	06/03/20-AL	06/25/2020		USBANK06	58.84
Invoice: 06/03/20-AL						EX/AMAZON/MASKS FOR CITY HALL			
				58.84	31011252 53110001069	COVID19-SUPPLIES			
				241517	06/03/20-AL-A	06/25/2020		USBANK06	235.87
Invoice: 06/03/20-AL-A						EX/AMAZON/HAM RADIO PARTS			
				235.87	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241518	06/04/20-AL	06/25/2020		USBANK06	29.42
Invoice: 06/04/20-AL						EX/AMAZON/HAM RADIO PARTS			
				29.42	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241519	06/04/20-AL-A	06/25/2020		USBANK06	43.60
Invoice: 06/04/20-AL-A						EX/AMAZON/HAM RADIO PARTS			
				43.60	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241520	06/04/20-AL-B	06/25/2020		USBANK06	9.69
Invoice: 06/04/20-AL-B						EX/AMAZON/HAM RADIO PARTS			
				9.69	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241521	06/05/20-AL	06/25/2020		USBANK06	186.04
Invoice: 06/05/20-AL						EX/AMAZON/HAM RADIO PARTS			
				186.04	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				241522	06/10/20-AL	06/25/2020		USBANK06	41.72
Invoice: 06/10/20-AL						EX/AMAZON/EOC RESUPPLY (COVID)			
				41.72	31011252 53110001069	COVID19-SUPPLIES			
				241523	06/10/20-AL-A	06/25/2020		USBANK06	79.33
Invoice: 06/10/20-AL-A						EX/AMAZON/EOC RESUPPLY (COVID)			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				79.33	31011252 53110001069 COVID19-SUPPLIES				
				241524	06/13/20-AL	06/25/2020		USBANK06	42.30
Invoice: 06/13/20-AL					EX/AMAZON/BIOHAZARD BAGS FOR CARPOOL				
				42.30	31011252 53110001069 COVID19-SUPPLIES				
				241525	06/13/20-AL-A	06/25/2020		USBANK06	34.74
Invoice: 06/13/20-AL-A					EX/AMAZON/OFFICE SUPPLIES				
				34.74	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				241526	06/16/20-AL	06/25/2020		USBANK06	-16.34
Invoice: 06/16/20-AL					EX/AMAZON/RETURN				
				-16.34	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				241527	06/16/20-AL-A	06/25/2020		USBANK06	63.60
Invoice: 06/16/20-AL-A					EX/AMAZON/OFFICE SUPPLIES				
				63.60	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				241528	06/18/20-AL	06/25/2020		USBANK06	176.16
Invoice: 06/18/20-AL					EX/STICKER MULE/BP CAMPAIGN STICKERS				
				176.16	31011256 542450 EX-GF-EMERG PREP-COMM OUTREACH				
				241529	06/03/20-CL	06/25/2020		USBANK06	26.49
Invoice: 06/03/20-CL					PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS				
				26.49	63470586 544000 CUR-DEV-ZONING-ADV				
				241530	06/22/20-CL	06/25/2020		USBANK06	29.07
Invoice: 06/22/20-CL					PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS				
				29.07	63470586 544000 CUR-DEV-ZONING-ADV				
				241531	06/25/20-CL	06/25/2020		USBANK06	16.80
Invoice: 06/25/20-CL					PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS				
				16.80	63470586 544000 CUR-DEV-ZONING-ADV				
				241532	05/21/20-DM-A	06/25/2020		USBANK06	158.00
Invoice: 05/21/20-DM-A					PW/AMAZON/PPE MASK FILTERS				
				158.00	73011252 53110001069 COVID19-SUPPLIES				
				241533	05/27/20-DM	06/25/2020		USBANK06	603.93
Invoice: 05/27/20-DM					PW/TEC/VEH 4 COOLING PARTS				
				603.93	73637941 531100 VACTOR R&M-SUPPLIES				
				241534	06/02/20-DM	06/25/2020		USBANK06	366.75
Invoice: 06/02/20-DM					PW/YAYA FAVORMART/PPE MASKS				
				366.75	73011252 53110001069 COVID19-SUPPLIES				
				241535	06/02/20-DM-A	06/25/2020		USBANK06	120.00
Invoice: 06/02/20-DM-A					PW/VEH 270,271 REG				
				60.00	73111427 549100 DUES/SUBSCRIPTIONS				
				60.00	73111423 549100 DUES/SUBSCRIPTIONS				
				241536	06/02/20-DM-B	06/25/2020		USBANK06	300.62

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
Invoice: 06/02/20-DM-B						PW/DISPLAYS2GO/FLOOR SIGNS				
						300.62 73011252 53110001069 COVID19-SUPPLIES				
					241538	06/03/20-DM	06/25/2020		USBANK06	382.15
Invoice: 06/03/20-DM						PW/SMARTSIGN/ASSET ID LABELS				
						382.15 73637891 531100 OFFICE SUPPLIES				
					241539	06/03/20-DM-A	06/25/2020		USBANK06	293.19
Invoice: 06/03/20-DM-A						PW/SAFETYSIGN/CH SIGNS: COVID				
						293.19 73011252 53110001069 COVID19-SUPPLIES				
					241540	06/03/20-DM-B	06/25/2020		USBANK06	149.71
Invoice: 06/03/20-DM-B						PW/TEC/VEH 4 AIR COMP PARTS				
						149.71 73637941 531100 VACTOR R&M-SUPPLIES				
					241541	06/04/20-DM	06/25/2020		USBANK06	288.56
Invoice: 06/04/20-DM						PW/DISPLAYS2GO/CH FLOOR SIGNS: COVID				
						288.56 73011252 53110001069 COVID19-SUPPLIES				
					241542	06/04/20-DM-A	06/25/2020		USBANK06	117.99
Invoice: 06/04/20-DM-A						PW/SAFETYSIGNS/CH SIGNS: COVID				
						117.99 73011252 53110001069 COVID19-SUPPLIES				
					241543	06/08/20-DM	06/25/2020		USBANK06	48.59
Invoice: 06/08/20-DM						PW/SAFETYSIGNS/CH SIGNS: COVID				
						48.59 73011252 53110001069 COVID19-SUPPLIES				
					241544	06/10/20-DM	06/25/2020		USBANK06	1,018.55
Invoice: 06/10/20-DM						PW/UPS/AM RADIO RETURN				
						1,018.55 91011897 542500 GG-C/E-O&M YARD FAC-POSTAGE				
					241545	06/10/20-DM-A	06/25/2020		USBANK06	74.23
Invoice: 06/10/20-DM-A						PW/SAFETYSIGNS/CH SIGNS: COVID				
						74.23 73011252 53110001069 COVID19-SUPPLIES				
					241546	06/18/20-DM	06/25/2020		USBANK06	73.00
Invoice: 06/18/20-DM						PW/COSTCO/LUNCH ROOM SUPPLIES				
						73.00 73637891 531100 OFFICE SUPPLIES				
					241547	06/19/20-DM	06/25/2020		USBANK06	218.00
Invoice: 06/19/20-DM						PW/CONSTRUCTION SPEC/PRJ BIDDING SUBX				
						218.00 73411345 549100 DUES/SUBSCRIPTIONS				
					241548	06/18/20-DM-A	06/25/2020		USBANK06	425.09
Invoice: 06/18/20-DM-A						PW/COSTCO/WATER				
						425.09 73637891 531100 OFFICE SUPPLIES				
					241549	06/02/20-SM	06/25/2020		USBANK06	156.53
Invoice: 06/02/20-SM						CRT/ZOOM/1YR LIC: SM				
						156.53 21011252 53510001069 COVID19-SOFTWARE				
					241550	06/10/20-SM	06/25/2020		USBANK06	159.81

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
						CRT/ZOOM/1 YR LIC: CRT ADMIN				
Invoice: 06/10/20-SM					159.81	21011252 53510001069 COVID19-SOFTWARE				
					241551	06/15/20-SM	06/25/2020		USBANK06	326.99
Invoice: 06/15/20-SM						CRT/AMAZON/HOME PRINTER: DR				
					326.99	21011252 53110001069 COVID19-SUPPLIES				
					241552	06/15/20-SM-A	06/25/2020		USBANK06	65.37
Invoice: 06/15/20-SM-A						CRT/AMAZON/POSTAGE SCALES (3)				
					65.37	21011252 53110001069 COVID19-SUPPLIES				
					241553	06/16/20-SM	06/25/2020		USBANK06	374.32
Invoice: 06/16/20-SM						CRT/AMAZON/HOME PRINTER: JS				
					374.32	21011252 53110001069 COVID19-SUPPLIES				
					241554	06/23/20-DP	06/25/2020		USBANK06	80.00
Invoice: 06/23/20-DP						FIN/MRSC/TRAINING: COVID BUDGETING				
					80.00	41011252 44341001069 COVID19-TRAINING				
					241555	06/01/20-JR	06/25/2020		USBANK06	900.00
Invoice: 06/01/20-JR						PCD/STORAGE98110/ARCHIVES				
					900.00	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
					241556	06/11/20-WS	06/25/2020		USBANK06	58.70
Invoice: 06/11/20-WS						POL/OPTICS PLANET/ANTENNA MOUNT				
					58.70	53011212 531100 PD-C/E-PATROL SUPPLIES				
					241557	05/29/20-BS	06/25/2020		USBANK06	1,555.50
Invoice: 05/29/20-BS						POL/PORT OF EDMONDS/BOAT MOORAGE				
					1,555.50	55011757 54110000159 PD-DERELICT VES-DISPOSAL SVCS				
					241558	06/09/20-BS	06/25/2020		USBANK06	11.00
Invoice: 06/09/20-BS						POL/WSP/BG CHECK ON DUOWM APP				
					11.00	55011757 541100 PD-HARBORMASTER-PROF SVCS				
					241559	06/09/20-BS-A	06/25/2020		USBANK06	26.10
Invoice: 06/09/20-BS-A						POL/AMAZON/DRAIN PLUGS(3)				
					26.10	54025212 531100 MARINE - SUPPLIES				
					241560	06/10/20-BS	06/25/2020		USBANK06	444.81
Invoice: 06/10/20-BS						POL/AMAZON/BINOCULARS				
					444.81	54025212 531100 MARINE - SUPPLIES				
					241561	06/10/20-BS-A	06/25/2020		USBANK06	16.54
Invoice: 06/10/20-BS-A						POL/AMAZON/OIL PLUG GASKET				
					16.54	54025212 531100 MARINE - SUPPLIES				
					241562	05/27/20-KB	06/25/2020		USBANK06	149.00
Invoice: 05/27/20-KB						EX/NPELRA/WEBINAR: PSYCH SAFETY				
					149.00	31011252 44341001069 COVID19-TRAINING				
					241563	06/02/20-KB	06/25/2020		USBANK06	25.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC						
Invoice: 06/02/20-KB							HR/FMCSA/CDL QUERY PLAN			
					25.00	33011161 541100	HR-C/E-PROF SVCS			
					241564	06/05/20-KB	06/25/2020		USBANK06	81.69
Invoice: 06/05/20-KB							EX/AMAZON/LOCK BOXES: COVID SCREENING			
					81.69	31011252 53110001069	COVID19-SUPPLIES			
					241565	06/18/20-KB	06/25/2020		USBANK06	34.64
Invoice: 06/18/20-KB							EX/ACE/CH PLANT SUPPLIES			
					34.64	31011131 531100	EX-GF-SUPPLIES			
					241566	06/06/20-SM	06/25/2020		USBANK06	261.47
Invoice: 06/06/20-SM							IT/ADOBE/SOFTWARE SUBX			
					261.47	81011881 548500	IT - C/E COMPUTER SUPPORT			
					241568	06/22/20-KJ	06/25/2020		USBANK06	299.00
Invoice: 06/22/20-KJ							CC/AMERICAN SOLAR/WEBINAR: DEETS			
					299.00	11011116 542450	COMMUNITY OUTREACH/PARTICIPA			
					241569	06/22/20-KJ-A	06/25/2020		USBANK06	-10.90
Invoice: 06/22/20-KJ-A							CC/DINN BROS/ORD ADJ CR			
					-10.90	11011116 531100	COUNCIL - SUPPLIES			
					241570	05/27/20-KS	06/25/2020		USBANK06	316.10
Invoice: 05/27/20-KS							FIN/AMAZON/MONITOR FOR TELEWORK			
					316.10	41011252 53110001069	COVID19-SUPPLIES			
					241571	06/16/20-KS	06/25/2020		USBANK06	39.02
Invoice: 06/16/20-KS							FIN/AMAZON/ETHERNET FOR TELEWORK			
					39.02	41011252 53110001069	COVID19-SUPPLIES			
					241572	05/27/20-KG	06/25/2020		USBANK06	55.10
Invoice: 05/27/20-KG							ENG/APWA/PW WEEK POSTERS			
					55.10	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					241573	06/01/20-KG	06/25/2020		USBANK06	130.00
Invoice: 06/01/20-KG							ENG/APWA/MEMERSHIP: BAAS			
					130.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					241574	06/03/20-KG	06/25/2020		USBANK06	450.00
Invoice: 06/03/20-KG							ENG/DOL/LIC RENEWAL: EPSTEIN			
					450.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					241575	06/16/20-KG	06/25/2020		USBANK06	122.50
Invoice: 06/16/20-KG							ENG/ENVIROCERT INTL/CESSWI RENEW: SC			
					122.50	72431832 549100	DUES/SUBSCRIPTIONS			
					241576	06/17/20-SC	06/25/2020		USBANK06	36.98
Invoice: 06/17/20-SC							ENG/PLAQUEMAKER/NAME TAG: SC			
					36.98	72431832 531100	ENG - SSWM PLAN SUPPLIES			
					241577	05/20/20-CK	06/25/2020		USBANK06	30.51

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 05/20/20-CK					PW/AMAZON/WWTP PUMP				
				30.51	73425358 531100 O&M-WWTP-SUPPLIES				
				241578	05/27/20-CK	06/25/2020		USBANK06	277.30
Invoice: 05/27/20-CK					PW/WESTERN GLOBAL/FUEL PUMP				
				277.30	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241579	05/22/20-CK-A	06/25/2020		USBANK06	37.46
Invoice: 05/22/20-CK-A					PW/SAFETYSIGN/FUEL HAZARD DECALS				
				37.46	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241580	05/28/20-CK	06/25/2020		USBANK06	315.00
Invoice: 05/28/20-CK					PW/STORAGE98110/JUNE RENT				
				315.00	73011189 545000 O&M - C/E FACIL RENTS & LEASES				
				241581	06/01/20-CK	06/25/2020		USBANK06	38.71
Invoice: 06/01/20-CK					PW/STORAGE98110/MAY RENT				
				38.71	73011189 545000 O&M - C/E FACIL RENTS & LEASES				
				241582	06/07/20-CK	06/25/2020		USBANK06	16.34
Invoice: 06/07/20-CK					PW/ADOBE/PRO SUBX				
				16.34	73411345 549100 DUES/SUBSCRIPTIONS				
				241583	06/14/20-CK	06/25/2020		USBANK06	16.34
Invoice: 06/14/20-CK					PW/ADOBE/PRO SUBX				
				16.34	73411345 549100 DUES/SUBSCRIPTIONS				
				241584	06/17/20-CK	06/25/2020		USBANK06	8.71
Invoice: 06/17/20-CK					PW/AMAZON/BIODIESEL STICKERS				
				8.71	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241585	06/17/20-CK-A	06/25/2020		USBANK06	8.71
Invoice: 06/17/20-CK-A					PW/AMAZON/DIESEL ONLY STICKERS				
				8.71	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241586	06/17/20-CK-B	06/25/2020		USBANK06	21.60
Invoice: 06/17/20-CK-B					PW/AMAZON/BIODIESEL STICKER				
				21.60	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241587	06/17/20-CK-C	06/25/2020		USBANK06	59.40
Invoice: 06/17/20-CK-C					PW/AMAZON/BIODISEL STICKER				
				59.40	73011483 531100 O&M-GF-MECH SHOP-SUPPLIES				
				241588	06/18/20-CK	06/25/2020		USBANK06	108.50
Invoice: 06/18/20-CK					PW/AMAZON/LIFT STN CLIPBOARDS				
				108.50	73421355 531100 WIN COLL-SUPPLIES				
				241589	06/23/20-CK	06/25/2020		USBANK06	22.58
Invoice: 06/23/20-CK					PW/AMAZON/3-HOLE PUNCH				
				22.58	73425358 531100 O&M-WWTP-SUPPLIES				
				241590	06/03/20-AL-B	06/25/2020		USBANK06	395.62

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
	Invoice: 06/03/20-AL-B				EX/DX ENGINEERING/HAM RADIO PARTS				
				395.62	31011256 531100		EX-GF-EMERG PREP-SUPPLIES		
								CHECK 354032 TOTAL:	25,163.80

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 25,163.80

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	25,163.80

*** GRAND TOTAL *** 25,163.80

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2020 7 128					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			21,735.81	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				25,163.80
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	ACCOUNTS PAYABLE			1,102.36	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000	ACCOUNTS PAYABLE			1,633.88	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			120.00	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			250.68	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			159.48	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			161.59	
07/15/2020 USBANK06 USB CC	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			25,163.80	25,163.80
APP 631-130000	DUE TO/FROM CLEARING			23,529.92	
07/15/2020 USBANK06 USB CC	GENERAL - DUE TO/FROM CLEARING				21,735.81
APP 001-130000	DUE TO/FROM CLEARING				1,102.36
07/15/2020 USBANK06 USB CC	STREETS - DUE TO/FROM CLEARING				120.00
APP 407-130000	DUE TO/FROM CLEARING				250.68
07/15/2020 USBANK06 USB CC	DUE TO/FROM CLEARING				159.48
APP 101-130000	DUE TO/FROM CLEARING				161.59
07/15/2020 USBANK06 USB CC	SYSTEM GENERATED ENTRIES TOTAL			23,529.92	23,529.92
APP 401-130000					
07/15/2020 USBANK06 USB CC					
APP 403-130000					
07/15/2020 USBANK06 USB CC					
APP 402-130000					
07/15/2020 USBANK06 USB CC					
	JOURNAL 2020/07/128 TOTAL			48,693.72	48,693.72

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020	7	128	07/15/2020			
001-130000					GENERAL - DUE TO/FROM CLEARING		21,735.81
001-213000					GENERAL - ACCOUNTS PAYABLE	21,735.81	
					FUND TOTAL	21,735.81	21,735.81
101 STREET FUND	2020	7	128	07/15/2020			
101-130000					STREETS - DUE TO/FROM CLEARING		120.00
101-213000					STREETS - ACCOUNTS PAYABLE	120.00	
					FUND TOTAL	120.00	120.00
401 WATER OPERATING FUND	2020	7	128	07/15/2020			
401-130000					DUE TO/FROM CLEARING		250.68
401-213000					ACCOUNTS PAYABLE	250.68	
					FUND TOTAL	250.68	250.68
402 SEWER OPERATING FUND	2020	7	128	07/15/2020			
402-130000					DUE TO/FROM CLEARING		161.59
402-213000					ACCOUNTS PAYABLE	161.59	
					FUND TOTAL	161.59	161.59
403 STORM & SURFACE WATER FUND	2020	7	128	07/15/2020			
403-130000					DUE TO/FROM CLEARING		159.48
403-213000					ACCOUNTS PAYABLE	159.48	
					FUND TOTAL	159.48	159.48
407 BUILDING & DEVELOPMENT FUND	2020	7	128	07/15/2020			
407-130000					DUE TO/FROM CLEARING		1,102.36
407-213000					ACCOUNTS PAYABLE	1,102.36	
					FUND TOTAL	1,102.36	1,102.36
631 CLEARING FUND	2020	7	128	07/15/2020			
631-130000					DUE TO/FROM CLEARING	23,529.92	
631-213000					ACCOUNTS PAYABLE	1,633.88	
635-111100					CASH		25,163.80
					FUND TOTAL	25,163.80	25,163.80

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		21,735.81
101	STREET FUND		120.00
401	WATER OPERATING FUND		250.68
402	SEWER OPERATING FUND		161.59
403	STORM & SURFACE WATER FUND		159.48
407	BUILDING & DEVELOPMENT FUND		1,102.36
631	CLEARING FUND	23,529.92	
	TOTAL	23,529.92	23,529.92

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

Manual
CF 7/15/20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
354033	07/15/2020	PRTD	47	BAINBRIDGE DISPOSAL	241592	0000987709	06/30/2020	M071520		1,797.45
Invoice: 0000987709							CITYWIDE DISP SVCS JUN 2020			
					140.98	91011215 547900	GG-C/E-PD-GARBAGE			
					25.00	91435838 547900	GG-DECANT-GARBAGE			
					451.72	91011768 547900	GG-C/E-PARKS-GARBAGE			
					516.22	91425358 547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)			
					644.05	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
					9.74	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					9.74	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					241593	0000987903	06/30/2020	M071520		342.01
Invoice: 0000987903							CITY HALL DISP SVCS JUN 2020			
					342.01	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
					241594	0000987961	06/30/2020	M071520		76.72
Invoice: 0000987961							BIG BELLY DISP SVCS JUN 2020			
					76.72	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
					241599	0000987672	06/30/2020	M071520		168.71
Invoice: 0000987672							SS/COMMONS DISP SVC			
					168.71	91011755 547900	GG-C/E-COMMONS-GARBAGE			
								CHECK	354033 TOTAL:	2,384.89
354034	07/15/2020	PRTD	551	CENTURYLINK	241600	0225JUL20	07/02/2020	M071520		113.87
Invoice: 0225JUL20							O&M FIRE ALARM MONIT			
					113.87	91011897 542100	GG-C/E-O&M YARD FAC-PHONE			
					241601	0456JUL20	07/02/2020	M071520		69.99
Invoice: 0456JUL20							VILLAGE SEWER PUMP			
					69.99	91421891 542100	GG-SWR-FAC-PHONE			
					241602	0754JUL20	07/02/2020	M071520		70.95
Invoice: 0754JUL20							FLETCHER BAY WELL TELEM			
					70.95	91411891 542100	GG-WTR-FAC-PHONE			
					241603	1745JUL20	07/02/2020	M071520		53.88
Invoice: 1745JUL20							CH ELEVATOR SVC LINE			
					53.88	91011189 542100	GG-C/E-CITY HALL-PHONE			
					241604	3736JUL20	07/02/2020	M071520		113.87
Invoice: 3736JUL20							CH FIRE ALARM MONIT			
					113.87	91011189 542100	GG-C/E-CITY HALL-PHONE			
					241605	5211JUL20	07/02/2020	M071520		201.99
Invoice: 5211JUL20							POL PHN SVCS			
					201.99	91011215 542100	GG-C/E-PD-PHONE			
					241606	8731JUL20	07/02/2020	M071520		57.88
Invoice: 8731JUL20							COMMONS FIRE ALARM MONIT			
					57.88	91011755 542100	GG-C/E-COMMONS-PHONE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					241607	8834JUL20	07/02/2020		M071520	69.99
Invoice: 8834JUL20						259 FERNCLIFF PRV TELEM				
					69.99	91411891 542100 GG-WTR-FAC-PHONE				
					241608	9136JUL20	07/02/2020		M071520	151.98
Invoice: 9136JUL20						CH SECURITY ALARM MONIT				
					151.98	91011189 542100 GG-C/E-CITY HALL-PHONE				
					241609	9791JUL20	07/02/2020		M071520	137.80
Invoice: 9791JUL20						POL TI MANDUS				
					137.80	91011215 542100 GG-C/E-PD-PHONE				
					241610	9840JUL20	07/02/2020		M071520	50.35
Invoice: 9840JUL20						HEAD OF BAY WELL TELEM				
					50.35	91411891 542100 GG-WTR-FAC-PHONE				
					241611	9858JUL20	07/02/2020		M071520	50.35
Invoice: 9858JUL20						SANDS AVE WELL TELEM				
					50.35	91411891 542100 GG-WTR-FAC-PHONE				
								CHECK 354034 TOTAL:		1,142.90
354035	07/15/2020	PRTD	2421	KITSAP PUBLIC HEALTH	241595	BCE FEE 2020	07/10/2020		M071520	145.00
Invoice: BCE FEE 2020						PW/BLDG CLRNG EXMPT FEE				
					145.00	73011897 54980001084 PWY CARPORT INSTALL-PERMITS				
								CHECK 354035 TOTAL:		145.00
354036	07/15/2020	PRTD	9480	NEWALEN LLC	241596	241JE-1	07/08/2020		M071520	6,403.20
Invoice: 241JE-1						POL/VESSELL DEMO: TOO MUCH II				
					6,403.20	55011757 54110000159 PD-DERELICT VES-DISPOSAL SVCS				
								CHECK 354036 TOTAL:		6,403.20
354037	07/15/2020	PRTD	7792	CITY OF BAINBRIDGE I	240495	05/12/20	05/13/2020		M071520	100.00
Invoice: 05/12/20						POL/REPLENISH INVESTIG FUND				
					100.00	52015212 549900 PD-INVESTIGATIVE-MISC				
								CHECK 354037 TOTAL:		100.00
354038	07/15/2020	PRTD	1205	PUGET SOUND ENERGY	241613	828JUN20	07/01/2020		M071520	283.94
Invoice: 828JUN20						TAYLOR WELLS LID17 PH1				
					283.94	91415345 547100 GG-ROCKAWAY BCH-UTILITIES				
					241614	IL3JUN20	07/01/2020		M071520	29.78
Invoice: IL3JUN20						ROUNDABOUT HS/MADISON IMPR				
					29.78	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			
				241615	647JUN20	07/01/2020	M071520		44.92
Invoice: 647JUN20						ST LIGHTS/TRAFFIC CONTR			
				44.92	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241616	IL9JUN20	07/01/2020	M071520		107.97
Invoice: IL9JUN20						MADISON AVE S			
				107.97	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241617	285JUN20	07/01/2020	M071520		251.45
Invoice: 285JUN20						SPS NORTHTOWN/SPORTSMAN			
				251.45	91421355 547100	GG-SWR-ELECTRIC			
				241618	735JUN20	07/01/2020	M071520		57.42
Invoice: 735JUN20						SHANNON DR/WFP DOCK			
				57.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				241619	182JUN20	07/01/2020	M071520		52.76
Invoice: 182JUN20						MUNI CRT - METER E6			
				52.76	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				241620	058JUN20	07/01/2020	M071520		36.81
Invoice: 058JUN20						NE HIDDEN COVE			
				36.81	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				241621	973JUN20	07/01/2020	M071520		11.54
Invoice: 973JUN20						OC RESERVOIR LID17 PH2			
				11.54	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
				241622	558JUN20	07/01/2020	M071520		2,021.77
Invoice: 558JUN20						7315 NE HIDDEN COVE RD			
				2,021.77	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				241623	336JUN20	07/01/2020	M071520		109.73
Invoice: 336JUN20						SLS-9 ISLAND TERRACE			
				109.73	91421355 547100	GG-SWR-ELECTRIC			
				241624	IL11JUN20	07/01/2020	M071520		21.02
Invoice: IL11JUN20						ST LTS WW MAD TO 305			
				21.02	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241625	520-330JUN20	07/01/2020	M071520		39.86
Invoice: 520-330JUN20						210 WINSLOW WAY E IRRIG			
				39.86	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				241626	823JUN20	07/01/2020	M071520		10.43
Invoice: 823JUN20						BRIEN DR N/BOOTH EL PANEL			
				10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				241627	682-B-JUN20	07/01/2020	M071520		28.70
Invoice: 682-B-JUN20						MUNI PARKING LOT-MADISON/MADRONA			
				28.70	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				
				241628	736JUN20	07/01/2020		M071520	77.52
Invoice: 736JUN20						SHANNON DR/WFP RESTROOM			
				77.52	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				241629	040-581JUN20	07/01/2020		M071520	142.21
Invoice: 040-581JUN20						3900 HALLS HILL RD PUMP			
				142.21	91421355 547100	GG-SWR-ELECTRIC			
				241630	884JUN20	07/01/2020		M071520	108.43
Invoice: 884JUN20						SLS FERRY TERMINAL			
				108.43	91421355 547100	GG-SWR-ELECTRIC			
				241631	111JUN20	07/01/2020		M071520	352.94
Invoice: 111JUN20						POL STATION METER 2			
				352.94	91011215 547100	GG-C/E-PD-ELECTRIC			
				241632	717JUN20	07/01/2020		M071520	200.08
Invoice: 717JUN20						POL STATION METER 1			
				200.08	91011215 547100	GG-C/E-PD-ELECTRIC			
				241633	520-374JUN20	07/01/2020		M071520	57.14
Invoice: 520-374JUN20						SIGNAL @ 108 OLY DR SE			
				57.14	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				241634	520-136JUN20	07/01/2020		M071520	1,397.35
Invoice: 520-136JUN20						HOB BOOSTER PUMP/WELL			
				1,397.35	91411345 547100	GG-WTR-ELECTRIC			
				241635	IL5JUN20	07/01/2020		M071520	100.10
Invoice: IL5JUN20						COMMODORE OFF HS @ OLY			
				100.10	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241636	291JUN20	07/01/2020		M071520	14.35
Invoice: 291JUN20						HEAD OF BAY WELL FIELD			
				14.35	91411345 547100	GG-WTR-ELECTRIC			
				241637	031JUN20	07/01/2020		M071520	149.33
Invoice: 031JUN20						SLS-6 LOVELL LOWER			
				149.33	91421355 547100	GG-SWR-ELECTRIC			
				241638	IL12JUN20	07/01/2020		M071520	73.68
Invoice: IL12JUN20						ST LTS WW 305-FERNCLIFF			
				73.68	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241639	573JUN20	07/01/2020		M071520	12.46
Invoice: 573JUN20						COMMODORE/HS RESERVOIR			
				12.46	91411345 547100	GG-WTR-ELECTRIC			
				241640	040-714JUN20	07/01/2020		M071520	11.09
Invoice: 040-714JUN20						7095 NW TWIN PONDS RD			
				11.09	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				241641	206JUN20	07/01/2020		M071520	419.35
Invoice: 206JUN20						4586 PT WHITE DR NE			
				419.35	91421355 547100	GG-SWR-ELECTRIC			
				241642	256JUN20	07/01/2020		M071520	347.27
Invoice: 256JUN20						SLS-8 HWY 305/HARBORVIEW			
				347.27	91421355 547100	GG-SWR-ELECTRIC			
				241643	636JUN20	07/01/2020		M071520	99.60
Invoice: 636JUN20						SLS-7 WING PT WAY			
				99.60	91421355 547100	GG-SWR-ELECTRIC			
				241644	888JUN20	07/01/2020		M071520	146.27
Invoice: 888JUN20						NE HS RD PUMP			
				146.27	91411345 547100	GG-WTR-ELECTRIC			
				241645	658JUN20	07/01/2020		M071520	50.54
Invoice: 658JUN20						SLS-4 IRENE/LOWER HAWLEY			
				50.54	91421355 547100	GG-SWR-ELECTRIC			
				241646	520-298JUN20	07/01/2020		M071520	322.90
Invoice: 520-298JUN20						SLS-5 WW/SUNDAY COVE			
				322.90	91421355 547100	GG-SWR-ELECTRIC			
				241647	640JUN20	07/01/2020		M071520	13.48
Invoice: 640JUN20						BRIEN DR S/BOOTH EL PANEL			
				13.48	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				241648	983JUN20	07/01/2020		M071520	11.55
Invoice: 983JUN20						MILLER RD NE BEACON			
				11.55	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				241649	067JUN20	07/01/2020		M071520	10.43
Invoice: 067JUN20						MADISON PARKING LOT			
				10.43	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241650	IL7JUN20	07/01/2020		M071520	74.31
Invoice: IL7JUN20						MADISON PRJ HS TO WINSLOW II			
				74.31	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241651	466JUN20	07/01/2020		M071520	10.43
Invoice: 466JUN20						MADISON/HS RAINBRINGER			
				10.43	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				241652	093JUN20	07/01/2020		M071520	2,749.32
Invoice: 093JUN20						FLETCHER BAY WELL FIELD			
				2,749.32	91411345 547100	GG-WTR-ELECTRIC			
				241653	444JUN20	07/01/2020		M071520	237.82
Invoice: 444JUN20						BI COMMONS			
				237.82	91011755 547100	GG-C/E-COMMONS-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				241654	WW&305JUN20	07/01/2020	M071520		546.62
Invoice: WW&305JUN20						WINSLOW WAY & 305			
				546.62	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				241655	831JUN20	07/01/2020	M071520		4,055.62
Invoice: 831JUN20						SANDS AVE NE WELL FIELD			
				4,055.62	91411345 547100	GG-WTR-ELECTRIC			
				241656	797JUN20	07/01/2020	M071520		84.43
Invoice: 797JUN20						MUNI COURT METER E3			
				84.43	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				241657	247JUN20	07/01/2020	M071520		37.33
Invoice: 247JUN20						SSWM/DECANT FACILITY			
				37.33	91435838 547100	GG-DECANT-ELECTRIC			
				241658	143JUN20	07/01/2020	M071520		10.43
Invoice: 143JUN20						REITAN RD/WELCOME TO BI			
				10.43	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				241659	IL1JUN20	07/01/2020	M071520		217.85
Invoice: IL1JUN20						ERCKSN/MDSN/WNSLW/KNCHTL			
				217.85	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241660	710JUN20	07/01/2020	M071520		198.05
Invoice: 710JUN20						SLS-2 VILLAGE CENTER			
				198.05	91421355 547100	GG-SWR-ELECTRIC			
				241661	893JUN20	07/01/2020	M071520		696.47
Invoice: 893JUN20						MUNI ST LIGHTING			
				696.47	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241662	040-751JUN20	07/01/2020	M071520		10.64
Invoice: 040-751JUN20						520 ERICKSEN AVE PRV			
				10.64	91411345 547100	GG-WTR-ELECTRIC			
				241663	SPRINGJUN20	07/01/2020	M071520		51.36
Invoice: SPRINGJUN20						SPRINGRIDGE/HANSEN HILL			
				51.36	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241664	LYNCTRJUN20	07/01/2020	M071520		84.52
Invoice: LYNCTRJUN20						4238 LYNWOOD CTR RD, BLOSSOM HILL			
				84.52	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241665	BKLYN&MADJUN20	07/01/2020	M071520		13.77
Invoice: BKLYN&MADJUN20						N BROOKLYN & MAD AVE ST LT			
				13.77	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				241666	2360-MADJUN20	07/01/2020	M071520		13.77
Invoice: 2360-MADJUN20						2360 MAD AVE N - E ENTRANCE ST LT			
				13.77	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				
				241667	MAD&ORDJUN20	07/01/2020		M071520	13.77
Invoice: MAD&ORDJUN20					MADISON AVE N, ORDWAY CROSS ST LT				
				13.77	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241668	BKLYN&NTOWNJUN20	07/01/2020		M071520	13.77
Invoice: BKLYN&NTOWNJUN20					N BROOKLYN & N TOWN ST LT				
				13.77	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241669	WING&AZALEAJUN20	07/01/2020		M071520	11.36
Invoice: WING&AZALEAJUN20					WING PT & AZALEA AVE NE ST LT				
				11.36	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241670	W.OFMAD-PH1JUN20	07/01/2020		M071520	943.59
Invoice: W.OFMAD-PH1JUN20					W. OF MAD - BAINBRIDGE CO PH1				
				943.59	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241671	E.OFMAD-PH2JUN20	07/01/2020		M071520	1,855.03
Invoice: E.OFMAD-PH2JUN20					E. OF MADISON-BAINBRIDGE CO PH2				
				1,855.03	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241672	MAD&H.S.JUN20	07/01/2020		M071520	43.73
Invoice: MAD&H.S.JUN20					MADISON AVE/HS AVE ST LT				
				43.73	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				241673	2665JUN20	07/01/2020		M071520	55.09
Invoice: 2665JUN20					301 SHANNON DR SE - WFP				
				55.09	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				241674	2681JUN20	07/01/2020		M071520	10.43
Invoice: 2681JUN20					WFP BOOTH EL PANEL 4				
				10.43	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				241675	2996JUN20	07/01/2020		M071520	14.60
Invoice: 2996JUN20					965 WEAVER RD NW				
				14.60	91411345 547100 GG-WTR-ELECTRIC				
				241676	3010JUN20	07/01/2020		M071520	10.43
Invoice: 3010JUN20					WFP BOOTH EL PANEL 3				
				10.43	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				241677	3028JUN20	07/01/2020		M071520	11.95
Invoice: 3028JUN20					WFP BOOTH EL PANEL 2				
				11.95	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				241678	3044JUN20	07/01/2020		M071520	10.43
Invoice: 3044JUN20					278 WINSLOW WAY E #KIOSK				
				10.43	91011739 547100 COMM EVENTS-ELECTRICITY				
				241679	3051JUN20	07/01/2020		M071520	10.94
Invoice: 3051JUN20					WFP BOOTH EL PANEL 1				
				10.94	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				
					241680	5760JUN20	07/01/2020		M071520	98.58
				Invoice: 5760JUN20			TREATMENT PLANT LS3			
					98.58	91421355 547100	GG-SWR-ELECTRIC			
					241681	0909JUN20	07/01/2020		M071520	288.36
				Invoice: 0909JUN20			HARRISON BLDG-8804 N MADISON			
					288.36	71011183 54710000724	PD/COURT BLDG NON CAP-ELECTRIC			
					241682	0120JUN20	07/01/2020		M071520	16.20
				Invoice: 0120JUN20			220 OLY DR SE - ST LTS			
					16.20	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					241683	461JUN20	07/01/2020		M071520	5,929.13
				Invoice: 461JUN20			WWTP			
					5,929.13	91425358 547100	GG-WWTP-ELECTRIC			
							CHECK 354038 TOTAL:			25,656.30
354039	07/15/2020	PRTD	1485	VERIZON WIRELESS	241598	98578040369	07/01/2020		M071520	5,753.18
				Invoice: 98578040369			CITYWIDE WIRELESS SERVICES			
					4,079.12	91011189 542100	GG-C/E-CITY HALL-PHONE			
					1,674.06	91011189 54210001069	COVID19-ADD'L CELL PHONES			
							CHECK 354039 TOTAL:			5,753.18

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 41,585.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	7	41,585.47

*** GRAND TOTAL *** 41,585.47

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2020 7 130									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			18,650.88	
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				41,585.47
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			62.33	
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			8,812.78	
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			5,121.75	
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			8,937.73	
07/15/2020 M071520		071520			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			41,585.47	41,585.47
APP 631-130000					DUE TO/FROM CLEARING			41,585.47	
07/15/2020 M071520		071520							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				18,650.88
07/15/2020 M071520		071520							
APP 403-130000					DUE TO/FROM CLEARING				62.33
07/15/2020 M071520		071520							
APP 402-130000					DUE TO/FROM CLEARING				8,812.78
07/15/2020 M071520		071520							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				5,121.75
07/15/2020 M071520		071520							
APP 401-130000					DUE TO/FROM CLEARING				8,937.73
07/15/2020 M071520		071520							
					SYSTEM GENERATED ENTRIES TOTAL			41,585.47	41,585.47
					JOURNAL 2020/07/130 TOTAL			83,170.94	83,170.94

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020	7	130	07/15/2020			
001-130000					GENERAL - DUE TO/FROM CLEARING		18,650.88
001-213000					GENERAL - ACCOUNTS PAYABLE	18,650.88	
					FUND TOTAL	18,650.88	18,650.88
101 STREET FUND	2020	7	130	07/15/2020			
101-130000					STREETS - DUE TO/FROM CLEARING		5,121.75
101-213000					STREETS - ACCOUNTS PAYABLE	5,121.75	
					FUND TOTAL	5,121.75	5,121.75
401 WATER OPERATING FUND	2020	7	130	07/15/2020			
401-130000					DUE TO/FROM CLEARING		8,937.73
401-213000					ACCOUNTS PAYABLE	8,937.73	
					FUND TOTAL	8,937.73	8,937.73
402 SEWER OPERATING FUND	2020	7	130	07/15/2020			
402-130000					DUE TO/FROM CLEARING		8,812.78
402-213000					ACCOUNTS PAYABLE	8,812.78	
					FUND TOTAL	8,812.78	8,812.78
403 STORM & SURFACE WATER FUND	2020	7	130	07/15/2020			
403-130000					DUE TO/FROM CLEARING		62.33
403-213000					ACCOUNTS PAYABLE	62.33	
					FUND TOTAL	62.33	62.33
631 CLEARING FUND	2020	7	130	07/15/2020			
631-130000					DUE TO/FROM CLEARING	41,585.47	
635-111100					CASH		41,585.47
					FUND TOTAL	41,585.47	41,585.47

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		18,650.88
101	STREET FUND		5,121.75
401	WATER OPERATING FUND		8,937.73
402	SEWER OPERATING FUND		8,812.78
403	STORM & SURFACE WATER FUND		62.33
631	CLEARING FUND	41,585.47	
	TOTAL	41,585.47	41,585.47

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

Manual
@ 7/22/20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354040	07/22/2020	PRTD	551	CENTURYLINK	241719	4953JUL20	07/07/2020		M072220	69.99
Invoice: 4953JUL20						310 MADISON AVE SLS TELEM				
					69.99	91421891 542100 GG-SWR-FAC-PHONE				
					241720	5127JUL20	07/07/2020		M072220	123.41
Invoice: 5127JUL20						8804 MADISON AVE				
					123.41	71011183 54210000724 PD/COURT BLDG NON CAP-PHONE				
					241721	5996JUL20	07/07/2020		M072220	86.95
Invoice: 5996JUL20						E-PHONE @ WFP DOCK				
					86.95	91011757 542100 GG-GF-WFP DOCK-PHONE				
							CHECK 354040 TOTAL:			280.35
354041	07/22/2020	PRTD	1565	PITNEY BOWES INC	241865	30148167 REFILL	07/20/2020		M072220	5,000.00
Invoice: 30148167 REFILL						POSTAGE MACHINE REFILL				
					5,000.00	91011189 542500 GG-C/E-CITY HALL-POSTAGE				
							CHECK 354041 TOTAL:			5,000.00
354042	07/22/2020	PRTD	1205	PUGET SOUND ENERGY	241722	3319JUN20	07/09/2020		M072220	18.87
Invoice: 3319JUN20						PW/CASEY ST WATER				
					18.87	73416345 547100 CASEY STREET WTR-ELECTRICITY				
					241723	9934JUN20	07/09/2020		M072220	10.43
Invoice: 9934JUN20						184 WINSLOW WAY E				
					10.43	91011739 547100 COMM EVENTS-ELECTRICITY				
							CHECK 354042 TOTAL:			29.30
354043	07/22/2020	PRTD	408	ROLLING BAY COMMERCI	241724	291513	06/30/2020		M072220	4,197.30
Invoice: 291513						CRT/JULY RENT				
					4,197.30	21011125 545000 COURT - RENTS & LEASES - OPER				
							CHECK 354043 TOTAL:			4,197.30
354044	07/22/2020	PRTD	176	WA ST DEPT OF LABOR	241727	2020-Q2	07/17/2020		M072220	22.60
Invoice: 2020-Q2						Q2 2020 VOLUNTEER HOURS				
					22.22	31011256 520000 EX-GF-EMERG PREP-BEN				
					.38	91011176 520000 GG-C/E-WORKERS COMP SVC-ADMIN				
							CHECK 354044 TOTAL:			22.60

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 9,529.55

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	9,529.55

*** GRAND TOTAL *** 9,529.55

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 7 237				
APP 402-213000	ACCOUNTS PAYABLE		69.99	
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			9,529.55
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		9,440.69	
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	ACCOUNTS PAYABLE		18.87	
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		9,529.55	9,529.55
APP 631-130000	DUE TO/FROM CLEARING		9,529.55	
07/22/2020 M072220 M0722				
APP 402-130000	DUE TO/FROM CLEARING			69.99
07/22/2020 M072220 M0722				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			9,440.69
07/22/2020 M072220 M0722				
APP 401-130000	DUE TO/FROM CLEARING			18.87
07/22/2020 M072220 M0722				
	SYSTEM GENERATED ENTRIES TOTAL		9,529.55	9,529.55
	JOURNAL 2020/07/237 TOTAL		19,059.10	19,059.10

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
001 GENERAL FUND	2020	7	237	07/22/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING			9,440.69
001-213000				GENERAL - ACCOUNTS PAYABLE		9,440.69	
					FUND TOTAL	9,440.69	9,440.69
401 WATER OPERATING FUND	2020	7	237	07/22/2020			
401-130000				DUE TO/FROM CLEARING			18.87
401-213000				ACCOUNTS PAYABLE		18.87	
					FUND TOTAL	18.87	18.87
402 SEWER OPERATING FUND	2020	7	237	07/22/2020			
402-130000				DUE TO/FROM CLEARING			69.99
402-213000				ACCOUNTS PAYABLE		69.99	
					FUND TOTAL	69.99	69.99
631 CLEARING FUND	2020	7	237	07/22/2020			
631-130000				DUE TO/FROM CLEARING		9,529.55	
635-111100				CASH			9,529.55
					FUND TOTAL	9,529.55	9,529.55

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		9,440.69
401	WATER OPERATING FUND		18.87
402	SEWER OPERATING FUND		69.99
631	CLEARING FUND	9,529.55	
	TOTAL	9,529.55	9,529.55

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

Manual

CF 7/22/20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
354154	07/22/2020	PRTD	705 FCS GROUP	241867	3153-22004041	04/17/2020	M072220		4,040.51
	Invoice: 3153-22004041					100% FEE COST RECOVERY STUDY			
				4,040.51	61470581 541100	PCD - DEV ADMIN PROF SERVICES			
							CHECK 354154 TOTAL:		4,040.51
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***		4,040.51

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	4,040.51

*** GRAND TOTAL *** 4,040.51

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2020 7 244					
APP 407-213000	ACCOUNTS PAYABLE			4,040.51	
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				4,040.51
07/22/2020 M072220 M0722	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			4,040.51	4,040.51
APP 631-130000	DUE TO/FROM CLEARING			4,040.51	
07/22/2020 M072220 M0722					
APP 407-130000	DUE TO/FROM CLEARING				4,040.51
07/22/2020 M072220 M0722					
	SYSTEM GENERATED ENTRIES TOTAL			4,040.51	4,040.51
	JOURNAL 2020/07/244 TOTAL			8,081.02	8,081.02

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
407 BUILDING & DEVELOPMENT FUND	2020	7	244	07/22/2020				
407-130000					DUE TO/FROM CLEARING			4,040.51
407-213000					ACCOUNTS PAYABLE		4,040.51	
						FUND TOTAL	4,040.51	4,040.51
631 CLEARING FUND	2020	7	244	07/22/2020				
631-130000					DUE TO/FROM CLEARING		4,040.51	
635-111100					CASH			4,040.51
						FUND TOTAL	4,040.51	4,040.51

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
407	BUILDING & DEVELOPMENT FUND		4,040.51
631	CLEARING FUND	4,040.51	
	TOTAL	4,040.51	4,040.51

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

Regular
CF 7/22/20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
354045	07/29/2020	PRTD	5	ACE HARDWARE	241685	46912/1	07/06/2020		07/26/20	40.26
Invoice: 46912/1							PW/PEST CONTROL SUPPLIES			
					40.26	73111262 531100	O&M-RDS-TRAILS-SUPPLIES			
					241686	46913/1	07/06/2020		07/26/20	21.79
Invoice: 46913/1							PW/TRASH CAN			
					21.79	73415345 531100	OFFICE SUPPLIES			
					241687	46916/1	07/07/2020		07/26/20	78.76
Invoice: 46916/1							PW/WWTP MX SUPPLIES			
					78.76	73425358 531100	O&M-WWTP-SUPPLIES			
					241688	46935/1	07/08/2020		07/26/20	21.79
Invoice: 46935/1							PW/TRASH CAN			
					21.79	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					241703	46673/1	05/29/2020		07/26/20	53.51
Invoice: 46673/1							PW/CITY HALL MX SUPPLIES			
					53.51	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					241704	46688/1	06/02/2020		07/26/20	7.61
Invoice: 46688/1							PW/GRAPHITE LUBE, DAWN DISHSOAP			
					7.61	73111427 531100	OFFICE SUPPLIES			
					241705	46690/1	06/02/2020		07/26/20	52.30
Invoice: 46690/1							PW/BATTERIES			
					52.30	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					241706	46812/1	06/22/2020		07/26/20	26.14
Invoice: 46812/1							PW/GROUT RMVL KIT, CAULK			
					26.14	73421355 531100	WIN COLL-SUPPLIES			
					241707	46879/1	06/29/2020		07/26/20	10.89
Invoice: 46879/1							PW/GRAFFITI REMOVER			
					10.89	73111427 531100	OFFICE SUPPLIES			
					241708	46897/1	07/01/2020		07/26/20	9.08
Invoice: 46897/1							PW/KEYS(7)			
					9.08	73011370 53110000261	VINCENT RD DUMP-SUPPLIES			
					241709	46949/1	07/10/2020		07/26/20	44.52
Invoice: 46949/1							PW/PADLOCK, STOPS, HARDWARE			
					44.52	73011255 531100	O&M-C/E-COURT FAC-SUPPLIES			
					241710	46958/1	07/14/2020		07/26/20	42.01
Invoice: 46958/1							PW/MX SUPPLIES			
					42.01	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
					241711	46959/1	07/14/2020		07/26/20	218.93
Invoice: 46959/1							PW/WELL SITE MX SUPPLIES			
					218.93	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				
					241712	46962/1	07/14/2020		07/26/20	7.17
				Invoice: 46962/1			PW/FERRULE-STOPS			
					7.17	73011255 531100	O&M-C/E-COURT FAC-SUPPLIES			
					241713	46963/1	07/14/2020		07/26/20	7.62
				Invoice: 46963/1			PW/PADLOCK			
					7.62	73011255 531100	O&M-C/E-COURT FAC-SUPPLIES			
					241714	46970/1	07/14/2020		07/26/20	28.32
				Invoice: 46970/1			PW/NUT DRIVER, TAPE MEASURE			
					28.32	73020769 531100	O&M-ROAD ENDS-SUPPLIES			
								CHECK 354045 TOTAL:		670.70
354046	07/29/2020	PRTD	6891	AHBL, INC.	241785	119996	06/30/2020		07/26/20	725.00
				Invoice: 119996			DESIGN STANDARDS UPDATE SUPPOR			
					181.25	72431832 54110001052	DEV STANDARDS-SSWM-PROF SVCS			
					181.25	72421352 54110001052	DEV STANDARDS-SWR-PROF SVCS			
					181.25	72411342 54110001052	DEV STANDARDS-WTR-PROF SVCS			
					181.25	72111444 54110001052	DEV STANDARDS-STRT-PROF SVCS			
								CHECK 354046 TOTAL:		725.00
354047	07/29/2020	PRTD	8991	ALLIANCE 2020, INC	241689	577024	06/30/2020		07/26/20	272.72
				Invoice: 577024			HR/BACKGROUND CHECKS			
					272.72	33011161 541100	HR-C/E-PROF SVCS			
								CHECK 354047 TOTAL:		272.72
354048	07/29/2020	PRTD	7166	AMERICAN MESSAGING	241690	W4104492UG	07/01/2020		07/26/20	94.18
				Invoice: W4104492UG			PW/MESSAGING SERVICE			
					94.18	73637891 542100	O&M - ALLOC FACIL TELEPHONE			
								CHECK 354048 TOTAL:		94.18
354049	07/29/2020	PRTD	4710	ASSOCIATED PETROLEU	241691	0218337-IN	06/30/2020		07/26/20	162.77
				Invoice: 0218337-IN			PW/47.50 GAL DIESEL			
					162.77	73638893 532000	O&M-FUEL USE-ALLOCATION			
					241695	0218338-IN	06/30/2020		07/26/20	463.53
				Invoice: 0218338-IN			PW/222 GAL UNLEADED			
					463.53	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					241696	0219154-IN	07/02/2020		07/26/20	699.62
				Invoice: 0219154-IN			PW/325 GAL UNLEADED			
					699.62	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					241697	0219157-IN	07/02/2020		07/26/20	253.13

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 0219157-IN					PW/100 GAL DIESEL				
					253.13	73638893 532000 O&M-FUEL USE-ALLOCATION				
					241716	0220319-IN	07/07/2020		07/26/20	262.00
	Invoice: 0220319-IN					PW/102.5 GAL DEISEL				
					262.00	73638893 532000 O&M-FUEL USE-ALLOCATION				
					241717	0220320-IN	07/07/2020		07/26/20	547.67
	Invoice: 0220320-IN					PW/250 GAL UNLEADED				
					547.67	73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS				
							CHECK	354049 TOTAL:		2,388.72
354050	07/29/2020	PRTD	7821	AUS WEST LOCKBOX	241698	1991814261	07/02/2020		07/26/20	60.58
	Invoice: 1991814261					PW/LAUNDRY SERVICE				
					60.58	73638893 589310 LAUNDRY SERVICES				
					241718	1991823673	07/09/2020		07/26/20	60.58
	Invoice: 1991823673					PW/LAJUNDRY SERVICE				
					60.58	73638893 589310 LAUNDRY SERVICES				
							CHECK	354050 TOTAL:		121.16
354051	07/29/2020	PRTD	4365	AUTOMATIC FUNDS TRAN	241699	BAIN2006028	06/30/2020		07/26/20	186.10
	Invoice: BAIN2006028					FIN/JUNE B&O				
					177.60	41011141 541100 FIN - C/E ADMIN PROF SERVICES				
					8.50	41011141 542500 FIN-C/E-ADM-POSTAGE/SHIPPING				
					241728	116571	06/24/2020		07/26/20	8.23
	Invoice: 116571					UB/FINAL BILL PRINT & MAIL				
					4.11	43411341 541100 FIN - WATER ADMIN PROF SERVICE				
					4.12	43421351 541100 FIN - SEWER ADMIN PROF SERVICE				
					241729	BAIN2006983	06/30/2020		07/26/20	377.00
	Invoice: BAIN2006983					UB/PHONE & WEB PAY SVCS				
					188.50	43411341 541100 FIN - WATER ADMIN PROF SERVICE				
					188.50	43421351 541100 FIN - SEWER ADMIN PROF SERVICE				
							CHECK	354051 TOTAL:		571.33
354052	07/29/2020	PRTD	8904	BAINBRIDGE CHORALE	241730	S20201	07/09/2020		07/26/20	1,250.00
	Invoice: S20201					2020-21 CULTURAL FUNDING: OPER				
					1,250.00	31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES				
							CHECK	354052 TOTAL:		1,250.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354053	07/29/2020	PRTD	55	SOUND PUBLISHING, IN	241701	7979392-2484939	03/31/2020		07/26/20	280.00
Invoice: 7979392-2484939						CC/AD: CALL FOR PARTICIPATION				
					280.00	11011113 544000 COUNCIL - LEGAL NOTICES				
					241702	7989527	06/30/2020		07/26/20	280.00
Invoice: 7989527						CC/AD: CALL FOR PARTICIPATION				
					280.00	11011113 544000 COUNCIL - LEGAL NOTICES				
								CHECK 354053 TOTAL:		560.00
354054	07/29/2020	PRTD	55	SOUND PUBLISHING, IN	241731	BIR901096	06/19/2020		07/26/20	79.10
Invoice: BIR901096						PCD/NOA: PLN51745				
					79.10	63470586 544000 CUR-DEV-ZONING-ADV				
					241732	BIR901097	06/19/2020		07/26/20	79.10
Invoice: BIR901097						PCD/NOA: PLN51729				
					79.10	63470586 544000 CUR-DEV-ZONING-ADV				
								CHECK 354054 TOTAL:		158.20
354055	07/29/2020	PRTD	55	SOUND PUBLISHING, IN	241752	7989542	06/30/2020		07/26/20	55.50
Invoice: 7989542						POL/CLASSIFIEDS: PROPERTY				
					55.50	51011191 544000 PD-C/E-PROP RM-ADVERTISING				
								CHECK 354055 TOTAL:		55.50
354056	07/29/2020	PRTD	50	BAINBRIDGE ISLAND EL	241700	20200020	03/16/2020		07/26/20	196.20
Invoice: 20200020						PW/PHN SYST POWER REPAIR				
					196.20	73011215 531100 O&M-C/E-POLICE FAC-SUPPLIES				
								CHECK 354056 TOTAL:		196.20
354057	07/29/2020	PRTD	314	BAINBRIDGE ISLAND FI	241768	BLD21660	07/20/2020		07/26/20	1,455.00
Invoice: BLD21660						BLD21660 PARTIAL FEE REFUND				
					1,455.00	65538 38600000644 EXPEDITED BLDG PERMITS-3PARTY				
								CHECK 354057 TOTAL:		1,455.00
354058	07/29/2020	PRTD	971	BAINBRIDGE ISLAND HI	241733	954	07/10/2020		07/26/20	3,000.00
Invoice: 954						2020-21 CULTURAL FUNDING: OPER				
					3,000.00	31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES				
								CHECK 354058 TOTAL:		3,000.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354059	07/29/2020	PRTD	9515	BIKAKIS, CHARLES	241749	87703	07/20/2020		07/26/20	235.27
Invoice: 87703						UB 10396 560 WOOD AVENUE SW				
					235.27 411	122100 WATER ACCOUNTS RECEIVABLE				
								CHECK	354059 TOTAL:	235.27
354060	07/29/2020	PRTD	9514	BIRD, TRENNON	241748	87702	07/20/2020		07/26/20	304.79
Invoice: 87702						UB 10111 1305 KINGS PLACE NW				
					304.79 411	122100 WATER ACCOUNTS RECEIVABLE				
								CHECK	354060 TOTAL:	304.79
354061	07/29/2020	PRTD	4901	BRABER EQUIPMENT	241734	374096	06/11/2020		07/26/20	1,441.30
Invoice: 374096						PW/BLADES, NUTS & BOLTS				
					1,441.30 73637958	531100 ROADSIDE MOWER ALLOC-SUPPLIES				
								CHECK	354061 TOTAL:	1,441.30
354062	07/29/2020	PRTD	8595	BRUCE TITUS FORD, IN	241735	67099368	07/14/2020		07/26/20	254.91
Invoice: 67099368						PW/VEH 232 MPI				
					254.91 73011321	548100 O&M-C/E-ENG VEH WORK-R&M				
								CHECK	354062 TOTAL:	254.91
354063	07/29/2020	PRTD	360	BUILDERS FIRSTSOURCE	241736	81513954	07/13/2020		07/26/20	46.56
Invoice: 81513954						PW/HOE, PAILS, LIDS				
					46.56 73111264	53110000908 2018 PAVEMENT MARKINGS-SUPPLY				
								CHECK	354063 TOTAL:	46.56
354064	07/29/2020	PRTD	103	CITY OF BAINBRIDGE I	241737	22000466	07/01/2020		07/26/20	155.91
Invoice: 22000466						JUNE 2020 SANDS WELL				
					35.98 73111290	547500 O&M-STREET-ADM OH-CITY WTR/SWR				
					89.16 73421355	547500 O&M-SWR-CITY WATER/SEWER BILL				
					30.77 73431835	547500 O&M-SSWM MAINT-CITY WTR/SWR				
								CHECK	354064 TOTAL:	155.91
354065	07/29/2020	PRTD	104	CITY OF BREMERTON	241738	BKAT000550	07/01/2020		07/26/20	2,906.08
Invoice: BKAT000550						IT/BKAT SVCS: COUNCIL MEETINGS				
					2,906.08 81011881	542420 IT-C/E-TELEVISTED COUNCIL MEET				
								CHECK	354065 TOTAL:	2,906.08

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354066	07/29/2020	PRTD	8435	COATES DESIGN INC	241754	124424	07/15/2020		07/26/20	39,647.87
Invoice: 124424						DESIGN SERVICES-POLICE & COURT				
					39,647.87	72311942 64110000724	PD/COURT BLDG-PROF SVCS/DESIGN			
								CHECK	354066 TOTAL:	39,647.87
354067	07/29/2020	PRTD	112	CODE PUBLISHING COMP	241787	67127	07/13/2020		07/26/20	2,968.95
Invoice: 67127						EXCC/MUNI CODE WEB UPDATE				
					2,968.95	36011143 541100	CLERK-C/E-PROF SVCS			
								CHECK	354067 TOTAL:	2,968.95
354068	07/29/2020	PRTD	8193	CONTECH ENGINEERED S	241739	20884321	06/30/2020		07/26/20	2,643.25
Invoice: 20884321						PW/STORM FILTER MX				
					2,643.25	73431835 53110000748	CONTECH STORM FILTERS-SUPPLIES			
								CHECK	354068 TOTAL:	2,643.25
354069	07/29/2020	PRTD	8564	WILLIAM E COOPER	241740	1-6/2020	06/30/2020		07/26/20	867.60
Invoice: 1-6/2020						LEOFF1 REIMB JAN-JUN 2020				
					867.60	91029211 521500	POLICE - INS ADD MEDICAL COSTS			
								CHECK	354069 TOTAL:	867.60
354070	07/29/2020	PRTD	142	COPIERS NORTHWEST IN	241741	INV2164646	07/07/2020		07/26/20	429.26
Invoice: INV2164646						OCE PLOTTER OVERAGE				
					214.63	61011581 545000	PCD - C/E ADMIN RENTS & LEASES			
					214.63	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
								CHECK	354070 TOTAL:	429.26
354071	07/29/2020	PRTD	3333	COSTCO BUSINESS DELI	241742	486017447	07/14/2020		07/26/20	120.00
Invoice: 486017447						FIN/MEMBERSHIP DUES 2020				
					120.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
								CHECK	354071 TOTAL:	120.00
354072	07/29/2020	PRTD	7250	DAVOCK, MICHAEL & AR	241745	87699	07/20/2020		07/26/20	260.07
Invoice: 87699						UB 11918 8707 ROSARIO PLACE NW				
					260.07	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	354072 TOTAL:	260.07

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
354073	07/29/2020	PRTD	7906	DLT SOLUTIONS, LLC	241755	SI484703	07/14/2020		07/26/20	3,107.81
Invoice: SI484703							IT/ANNUAL SOFTWARE MX/SUBX			
					3,107.81	81011881 535100	IT - C/E COMPUTER SOFTWARE			
							CHECK	354073 TOTAL:		3,107.81
354074	07/29/2020	PRTD	7357	THE DOCTORS CLINIC	241769	OMF6 JUN20	07/15/2020		07/26/20	105.00
Invoice: OMF6 JUN20							POL,PW/OCC HEALTH TESTING			
					30.00	53011212 541100	POLICE - C/E PATROL PROF SVCS			
					75.00	73637891 541100	PROFESSIONAL SERVICES			
							CHECK	354074 TOTAL:		105.00
354075	07/29/2020	PRTD	672	DSC INC	241756	100354	07/08/2020		07/26/20	113.73
Invoice: 100354							PW/MOWER MX SUPPLIES			
					113.73	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
							CHECK	354075 TOTAL:		113.73
354076	07/29/2020	PRTD	9000	DUDE SOLUTIONS, INC	241757	INV-73253	07/01/2020		07/26/20	1,691.22
Invoice: INV-73253							POL/ASMI MAINT SUPPORT			
					1,691.22	51011215 548500	POLICE - C/E FACIL COMP MAINT			
							CHECK	354076 TOTAL:		1,691.22
354077	07/29/2020	PRTD	8996	EDINGER ASSOCIATES P	241758	6705	07/17/2020		07/26/20	675.00
Invoice: 6705							LEGAL/FCC MATTERS			
					675.00	32011152 54111100955	LIT-CHALLENGE TO RADIO STATION			
							CHECK	354077 TOTAL:		675.00
354078	07/29/2020	PRTD	7510	EXPERIAN	241759	CD2103001812	06/26/2020		07/26/20	92.65
Invoice: CD2103001812							POL/INFO SVCS			
					92.65	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
							CHECK	354078 TOTAL:		92.65
354079	07/29/2020	PRTD	5781	EXTERMINATION SERVIC	241760	35560	06/12/2020		07/26/20	93.74
Invoice: 35560							PW/PD PEST CONTROL JUN20			
					93.74	73011215 548100	O&M-C/E-POLICE FAC-REPAIRS			
							CHECK	354079 TOTAL:		93.74

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354080	07/29/2020	PRTD	9513	FENWICK, KEN	241747	87701	07/20/2020		07/26/20	29.97
Invoice: 87701						UB 11633 8954 TRIMBLE AVENUE				
					29.97 411	122100 WATER ACCOUNTS RECEIVABLE				
								CHECK	354080 TOTAL:	29.97
354081	07/29/2020	PRTD	1953	FERGUSON ENTERPRISES	241761	0895687	07/07/2020		07/26/20	327.09
Invoice: 0895687						PW/GRINDER PUMP MX SUPPLIES				
					327.09 73415345	531100 OFFICE SUPPLIES				
								CHECK	354081 TOTAL:	327.09
354082	07/29/2020	PRTD	231	GALLS, LLC	241762	015886250	06/17/2020		07/26/20	61.92
Invoice: 015886250						POL/NAME PINS: MD, DM				
					61.92 53011212	531100 PD-C/E-PATROL SUPPLIES				
								CHECK	354082 TOTAL:	61.92
354083	07/29/2020	PRTD	4262	GEMPLER'S	241763	INV0004440755	06/10/2020		07/26/20	795.59
Invoice: INV0004440755						PW/SHOVELS				
					795.59 73431835	531100 OFFICE SUPPLIES				
								CHECK	354083 TOTAL:	795.59
354084	07/29/2020	PRTD	9007	GENUINE IMAGE PHOTOG	241770	7202020	07/20/2020		07/26/20	637.65
Invoice: 7202020						CC/COUNCIL PORTRAITS				
					637.65 11011116	541100 COUNCIL - PROF SERVICES				
								CHECK	354084 TOTAL:	637.65
354085	07/29/2020	PRTD	7851	GEOTECH ENVIROMENTAL	241764	620892	06/29/2020		07/26/20	600.64
Invoice: 620892						PW/VINCENT LANDFILL MX SUPPLIES				
					600.64 73011370	53110000261 VINCENT RD DUMP-SUPPLIES				
								CHECK	354085 TOTAL:	600.64
354086	07/29/2020	PRTD	513	GRAINGER	241765	9582725090	07/08/2020		07/26/20	397.42
Invoice: 9582725090						PW/GLOVES				
					397.42 73011252	53110001069 COVID19-SUPPLIES				
								CHECK	354086 TOTAL:	397.42

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354087	07/29/2020	PRTD	2096	GRAY & OSBORNE INC	241821	19648.00-9	07/20/2020	21700158	07/26/20	7,040.15
	Invoice: 19648.00-9						WATER SYSTEM DESIGN IMPRVMENTS			
						7,040.15 72413434 64110000819	WATER IMPR PROJECTS 2017-ENG			
							CHECK 354087 TOTAL:			7,040.15
354088	07/29/2020	PRTD	1517	GUARDIAN SECURITY SY	241766	1037564	07/01/2020		07/26/20	47.96
	Invoice: 1037564						POL/ALARM MONIT			
						47.96 51011215 541100	POLICE - C/E FACIL PROF SVCS			
							CHECK 354088 TOTAL:			47.96
354089	07/29/2020	PRTD	253	HACH COMPANY	241767	12003622	06/19/2020		07/26/20	766.87
	Invoice: 12003622						PW/FLOURIDE RGT			
						766.87 73411345 531100	OFFICE SUPPLIES			
					241771	12024311	07/07/2020		07/26/20	768.37
	Invoice: 12024311						PW/WINSLOW WATER SUPPLIES			
						768.37 73411345 531100	OFFICE SUPPLIES			
							CHECK 354089 TOTAL:			1,535.24
354090	07/29/2020	PRTD	9434	HARBOR CUSTOM HOMES	241772	BLD21355	07/20/2020		07/26/20	1,180.00
	Invoice: BLD21355						BLD21355 PARIAL FEE REFUND			
						1,180.00 65538	38600000644 EXPEDITED BLDG PERMITS-3PARTY			
							CHECK 354090 TOTAL:			1,180.00
354091	07/29/2020	PRTD	7180	HELPLINE HOUSE	241774	07/21/20	07/21/2020		07/26/20	30,000.00
	Invoice: 07/21/20						EX/RENTAL ASSISTANCE			
						30,000.00 31180592 54130300297	EMERGENCY RENTAL ASSISTANCE			
					241775	Q2 2020	07/13/2020		07/26/20	13,940.50
	Invoice: Q2 2020						Q2 2020 COMMUNITY SERVICES FUN			
						13,940.50 31017640 54110000297	MENTAL HEALTH SVCS-HELPLINE			
							CHECK 354091 TOTAL:			43,940.50
354092	07/29/2020	PRTD	9511	HEWES, GORDON & KIMB	241743	87697	07/20/2020		07/26/20	163.89
	Invoice: 87697						UB 11490 8806 HUDSON COURT NE			
						163.89 411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK 354092 TOTAL:			163.89

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
354093	07/29/2020	PRTD	4850	HOME DEPOT CREDIT SE	241776	4474916	07/02/2020		07/26/20	358.61
Invoice: 4474916							PW/STEEL JOB SITE TOOL			
					358.61	73425358 531100	O&M-WWTP-SUPPLIES			
					241777	7020104	06/29/2020		07/26/20	83.10
Invoice: 7020104							PW/WWTP MX SUPPLIES			
					83.10	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK 354093 TOTAL:			441.71
354094	07/29/2020	PRTD	9269	INNOVYZE INC	241778	Q-60978	06/08/2020		07/26/20	1,771.26
Invoice: Q-60978							ENG/INFOCARE RENEWAL			
					1,771.26	72411341 549100	ENG - WATER MISCELLANEOUS			
							CHECK 354094 TOTAL:			1,771.26
354095	07/29/2020	PRTD	9507	INSIGHT PUBLIC SECTO	241779	1100745226	06/30/2020		07/26/20	87.29
Invoice: 1100745226							IT/VISIO SOFTWARE LIC: KG			
					87.29	81011881 535100	IT - C/E COMPUTER SOFTWARE			
							CHECK 354095 TOTAL:			87.29
354096	07/29/2020	PRTD	9359	INTEGRAL CONSULTING	241780	0017537	02/29/2020		07/26/20	3,896.96
Invoice: 0017537							MANAGE SAMPLING DATA FOR WQFM			
					3,896.96	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS			
							CHECK 354096 TOTAL:			3,896.96
354097	07/29/2020	PRTD	7184	ISLAND VOLUNTEER CAR	241781	2020-Q2	07/08/2020		07/26/20	6,250.00
Invoice: 2020-Q2							Q2 2020 COMMUNITY SERVICES FUN			
					6,250.00	31017690 54110200297	ISLAND VOLUNTEER CAREGIVERS			
							CHECK 354097 TOTAL:			6,250.00
354098	07/29/2020	PRTD	5136	JACOBSEN, GIL & MART	241744	87698	07/20/2020		07/26/20	382.73
Invoice: 87698							UB 10278 328 SHEPARD WAY NW			
					382.73	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK 354098 TOTAL:			382.73
354099	07/29/2020	PRTD	333	KITSAP COUNTY AUDITO	241788	498210	06/19/2020		07/26/20	108.50
Invoice: 498210							ENG/STORMWATER COVENANT			
					108.50	72431831 541100	ENG - SSWM ADM 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	354099 TOTAL:	108.50
354100	07/29/2020	PRTD	2306	KITSAP COUNTY PROSEC	241782	JUL20	07/01/2020		07/26/20	9,554.69
Invoice: JUL20							LEGAL/JUL20 PROSEC. SVCS			
					9,554.69	32011521 541112	LGL-OUTSIDE PROSECUTOR			
								CHECK	354100 TOTAL:	9,554.69
354101	07/29/2020	PRTD	1505	KITSAP COUNTY TREASU	241783	JUN20	06/30/2020		07/26/20	26.05
Invoice: JUN20							JUN2020 OUT COURT REMIT			
					19.05	41612860 586000	CRIME VICTIMS-OUT			
					7.00	41613860 586000	COUNTY LAW LIB - DISB OUT			
								CHECK	354101 TOTAL:	26.05
354102	07/29/2020	PRTD	1971	KELLEY CONNECT	241789	27409684	07/13/2020		07/26/20	239.26
Invoice: 27409684							PCD/COPIER LEASE			
					239.26	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
								CHECK	354102 TOTAL:	239.26
354103	07/29/2020	PRTD	4584	KIDS DISCOVERY MUSEU	241791	Q2-2020	07/08/2020		07/26/20	3,125.00
Invoice: Q2-2020							Q2 2020 CULTURAL FUNDING: OPER			
					3,125.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK	354103 TOTAL:	3,125.00
354104	07/29/2020	PRTD	315	KITSAP HUMANE SOCIET	241792	918	07/01/2020		07/26/20	5,936.50
Invoice: 918							KITSAP HUMANE SOCIETY ANNUAL C			
					5,936.50	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
								CHECK	354104 TOTAL:	5,936.50
354105	07/29/2020	PRTD	579	KITSAP SUN	241793	0003398922	06/30/2020		07/26/20	55.83
Invoice: 0003398922							CC/AD: ADVISORY GROUP VOLUNTEERS			
					55.83	11011113 544000	COUNCIL - LEGAL NOTICES			
								CHECK	354105 TOTAL:	55.83
354106	07/29/2020	PRTD	7822	KPFF CONSULTING ENGI	241866	PAYREQFINAL-725	07/15/2020		07/26/20	7,367.00
Invoice: PAYREQFINAL-725							PEDESTRIAN BRIDGE INSPECTIONS			
					7,367.00	73111262 54110000725	PED BRIDGE INSP-INSPECTION SVC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	354106 TOTAL:	7,367.00
354107	07/29/2020	PRTD	7849	LAW OFFICE OF THOMAS	241795	JUL20	07/10/2020		07/26/20	4,484.38
Invoice: JUL20							LEGAL/PUB DEF SVSC JUL 2020			
					4,484.38	32011281 541113	LGL-PUBLIC DEFENDER			
								CHECK	354107 TOTAL:	4,484.38
354108	07/29/2020	PRTD	5011	LEXISNEXIS RISK SOLU	241796	20200630	06/30/2020		07/26/20	163.50
Invoice: 20200630							POL/JUN SUBX			
					163.50	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
								CHECK	354108 TOTAL:	163.50
354109	07/29/2020	PRTD	9518	MCGONAGLE, LINDA	241797	2020-1508	02/04/2020		07/26/20	607.50
Invoice: 2020-1508							POL/LODGING: FASTAIA, 5 NIGHTS			
					607.50	53011212 443410	POLICE - C/E PATROL TRAINING			
								CHECK	354109 TOTAL:	607.50
354110	07/29/2020	PRTD	1800	STEVE MILLER	241798	071520	07/15/2020		07/26/20	24.06
Invoice: 071520							IT/EQUIP RTRN SHIPPING			
					24.06	81011881 542500	IT-C/E-ADM-POSTAGE			
								CHECK	354110 TOTAL:	24.06
354111	07/29/2020	PRTD	9323	MURRAYSMITH, INC.	241800	19-2682.00-9	07/15/2020		07/26/20	2,371.00
Invoice: 19-2682.00-9							WWTP UPGRADES STUDY			
					2,371.00	72425352 54110001009	WWTP TERTIARY STUDY-PROF SVCS			
								CHECK	354111 TOTAL:	2,371.00
354112	07/29/2020	PRTD	9519	NAGARA	241801	11573	07/07/2020		07/26/20	49.00
Invoice: 11573							POL/ONLINE FORUM: BURNS			
					49.00	51011214 443410	PD-C/E-ADMIN-TRAINING			
								CHECK	354112 TOTAL:	49.00
354113	07/29/2020	PRTD	8887	NCSI	241802	2867	07/01/2020		07/26/20	37.00
Invoice: 2867							EX/VOLUNTEER BG CHECKS			
					37.00	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			
								CHECK	354113 TOTAL:	37.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354114	07/29/2020	PRTD	9135	NWPE	241803	004	07/06/2020		07/26/20	183.50
Invoice: 004						PW/MACHINE RECEIPT STOCK				
					183.50	73011757 531100	O&M-C/E-MARINA-SUPPLIES			
							CHECK	354114 TOTAL:		183.50
354115	07/29/2020	PRTD	4111	OLYMPIC SPRINGS INC	241804	330405	06/30/2020		07/26/20	34.66
Invoice: 330405						PW/PURIFIED WATER				
					34.66	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	354115 TOTAL:		34.66
354116	07/29/2020	PRTD	8895	OVATION! PERFORMING	241806	OCATION.COBI.#8	07/16/2020		07/26/20	3,000.00
Invoice: OCATION.COBI.#8						2020-2021 CULTURAL FUNDING				
					3,000.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
							CHECK	354116 TOTAL:		3,000.00
354117	07/29/2020	PRTD	9516	PAUP, EVERETT	241750	87704	07/20/2020		07/26/20	328.83
Invoice: 87704						UB 10923 6964 WING POINT ROAD NE				
					328.83	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	354117 TOTAL:		328.83
354118	07/29/2020	PRTD	9267	PAYGOV	241457	500	07/08/2020		07/26/20	4,934.64
Invoice: 500						FIN/CC FEES JUN 2020				
					4,934.64	91011423 54110001069	COVID19-CREDIT CARD PROC FEES			
							CHECK	354118 TOTAL:		4,934.64
354119	07/29/2020	PRTD	9510	PFEIL, JEFF & DIANE	241807	BLD21969	07/09/2020		07/26/20	4,576.67
Invoice: BLD21969						BLD21969 CANCELLED PERMIT REFUND				
					1,632.47	17334 345840	TIF FUND-TRANSP IMPACT FEE			
					2,944.20	47148 322100	BUILDINGS, STRUCT. & EQ			
							CHECK	354119 TOTAL:		4,576.67
354120	07/29/2020	PRTD	8922	REXEL USA INC.	241808	0G99020.	04/10/2020		07/26/20	215.72
Invoice: 0G99020.						PW/LFU FLRS080ID				
					215.72	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
							CHECK	354120 TOTAL:		215.72

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354121	07/29/2020	PRTD	9520	PORT MADISON PROPERT	241809	BLD21662	07/20/2020		07/26/20	1,510.00
Invoice: BLD21662						BLD21662 PARTIAL FEE REFUND				
					1,510.00	65538 38600000644	EXPEDITED BLDG PERMITS-3PARTY			
							CHECK	354121 TOTAL:		1,510.00
354122	07/29/2020	PRTD	2203	PUBLIC SAFETY TESTIN	241810	2020-0321	07/10/2020		07/26/20	271.00
Invoice: 2020-0321						HR/Q2 2020 SUBX FEES				
					271.00	91011211 541100	GG-C/E-CIVIL SVC-PROF SVCS			
							CHECK	354122 TOTAL:		271.00
354123	07/29/2020	PRTD	1864	PUGET SOUND CLEAN AI	241811	20CC23	07/13/2020		07/26/20	500.00
Invoice: 20CC23						PW/WWCCC DUES 2020				
					500.00	73011189 549100	O&M - C/E FACIL DUES/SUBSCR			
							CHECK	354123 TOTAL:		500.00
354124	07/29/2020	PRTD	7563	PUMPTECH INC	241812	0158552-IN	07/08/2020		07/26/20	536.12
Invoice: 0158552-IN						PW/BELLOWS PUMP				
					536.12	73411345 531100	OFFICE SUPPLIES			
							CHECK	354124 TOTAL:		536.12
354125	07/29/2020	PRTD	8790	PYRAMID MATERIALS, I	241813	1018507	06/30/2020		07/26/20	448.13
Invoice: 1018507						PW/1/2" COMM HMA				
					448.13	73111423 531100	OFFICE SUPPLIES			
							CHECK	354125 TOTAL:		448.13
354126	07/29/2020	PRTD	9517	SELLMAN, MICHAEL & T	241751	87705	07/20/2020		07/26/20	37.14
Invoice: 87705						UB 11850 9407 CAPSTAN DRIVE NE				
					37.14	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	354126 TOTAL:		37.14
354127	07/29/2020	PRTD	2035	SIX ROBBLEES INC	241814	2-735276	07/06/2020		07/26/20	183.31
Invoice: 2-735276						PW/RECEIVER, T-CONN				
					183.31	73011151 531100	O&M-C/E-PD FLEET-SUPPLIES			
							CHECK	354127 TOTAL:		183.31

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
354128	07/29/2020	PRTD	9521	SOLARWINDS	241815	in486388	07/09/2020		07/26/20	1,320.00
Invoice: in486388							IT/TOPOLOGY MAPPER			
					1,320.00	81011881 535100	IT - C/E COMPUTER SOFTWARE			
								CHECK	354128 TOTAL:	1,320.00
354129	07/29/2020	PRTD	601	SOUND REPROGRAPHICS	241816	77956	06/09/2020		07/26/20	86.33
Invoice: 77956							PCD/POL-CRT FAC PLANS FOR REVIEW			
					86.33	63470588 549500	CUR-DEV PLAN-COPIES/PRINTING			
								CHECK	354129 TOTAL:	86.33
354130	07/29/2020	PRTD	8132	SPECTRA LABORATORIES	241817	20-04138	07/02/2020		07/26/20	198.72
Invoice: 20-04138							PW/LEAD & COPPER TESTING			
					198.72	73411345 54110000391	LAB SVCS-WATER			
					241818	20-04139	07/02/2020		07/26/20	132.48
Invoice: 20-04139							PW/LEAD & COPPER TESTING			
					132.48	73011897 54110000391	LAB SVCS-PWY FAC			
					241822	20-04220	07/08/2020		07/26/20	114.00
Invoice: 20-04220							PW/WWTP BOD TESTING			
					114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
								CHECK	354130 TOTAL:	445.20
354131	07/29/2020	PRTD	2467	STAPLES	241823	8058913145	07/04/2020		07/26/20	1,216.05
Invoice: 8058913145							EX,FIN,LEGAL/OFFICE SUPPLIES			
					23.92	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					23.92	31011131 531100	EX-GF-SUPPLIES			
					42.50	31011252 53110001069	COVID19-SUPPLIES			
					388.76	32011152 531100	LGL-GF-SUPPLIES			
					346.56	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					173.27	31011131 531100	EX-GF-SUPPLIES			
					123.17	31011252 53110001069	COVID19-SUPPLIES			
					93.95	31011252 53110001069	COVID19-SUPPLIES			
					241824	8058913157	07/04/2020		07/26/20	5.61
Invoice: 8058913157							ENG/OFFICE SUPPLIES			
					5.61	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					241825	8058913178	07/04/2020		07/26/20	57.91
Invoice: 8058913178							PCD/OFFICE SUPPLIES			
					3.65	62011252 53110001069	COVID19-SUPPLIES			
					54.26	61011581 531100	PCD - C/E ADMIN 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	354131 TOTAL:	1,279.57
354132	07/29/2020	PRTD	2122	STERICYCLE INC	241826	3005163950	06/30/2020		07/26/20	31.08
Invoice: 3005163950							POL/BIOHAZARD DISP			
					31.08	51011211 541100	PD-C/E-ADM-PROF SVCS			
								CHECK	354132 TOTAL:	31.08
354133	07/29/2020	PRTD	8243	TILZ	241827	JUNE2020	06/30/2020		07/26/20	290.25
Invoice: JUNE2020							PW/JUNE YARD,WOOD WASTE			
					290.25	73111427 531100	OFFICE SUPPLIES			
								CHECK	354133 TOTAL:	290.25
354134	07/29/2020	PRTD	6714	TOSHIBA FINANCIAL SE	241828	27409683	07/13/2020		07/26/20	353.16
Invoice: 27409683							PCD/COPIER LEASE			
					353.16	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					241829	27422666	07/14/2020		07/26/20	234.42
Invoice: 27422666							POL/COPIER LEASE			
					234.42	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
								CHECK	354134 TOTAL:	587.58
354135	07/29/2020	PRTD	8183	JOHN A. GREEN	241830	15656	06/17/2020		07/26/20	147.90
Invoice: 15656							PW/VEH #271 DECALS			
					147.90	73111427 531100	OFFICE SUPPLIES			
								CHECK	354135 TOTAL:	147.90
354136	07/29/2020	PRTD	9136	WESTERN EQUIPMENT	241832	7124264-00	06/30/2020		07/26/20	302.13
Invoice: 7124264-00							PW/NUTS, SCREWS, LIFT LINAGE WELDMENT			
					302.13	73431835 531100	OFFICE SUPPLIES			
								CHECK	354136 TOTAL:	302.13
354137	07/29/2020	PRTD	4929	TYLER TECHNOLOGIES I	241833	045-308860	06/30/2020		07/26/20	381.50
Invoice: 045-308860							FIN/SIG KEY CHANGE DUE TO COVID			
					381.50	41011252 53110001069	COVID19-SUPPLIES			
								CHECK	354137 TOTAL:	381.50
354138	07/29/2020	PRTD	6088	ULINE SHIPPING SUPPL	241834	121520566	06/29/2020		07/26/20	190.51
Invoice: 121520566							POL/PADLOCKS(18)			
					190.51	51011191 531100	PD-C/E-PROP RM-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	354138 TOTAL:		190.51
354139	07/29/2020	PRTD	1152	USA BLUE BOOK	241835	247618	05/26/2020		07/26/20	487.91
Invoice: 247618							PW/LATEX GLOVES			
					487.91	73411345 531100	OFFICE SUPPLIES			
							CHECK	354139 TOTAL:		487.91
354140	07/29/2020	PRTD	8896	VISIT KITSAP PENINSU	241837	11299	06/30/2020		07/26/20	3,000.00
Invoice: 11299							2020 LTAC (LODGING & TOURISM M			
					3,000.00	91140573 541100	GG-TOUR-PROF SERVICES			
							CHECK	354140 TOTAL:		3,000.00
354141	07/29/2020	VOID	605	WA ST AUDITOR'S OFFI						.00
Invoice:										
							CHECK	354141 TOTAL:		.00
354142	07/29/2020	PRTD	167	WA ST DEPT OF ECOLOG	241839	RS-000000052	05/18/2020		07/26/20	11,201.00
Invoice: RS-000000052							ENG/ANNUAL SAM FEE			
					11,201.00	72431831 54980000278	ENG-SSWM-NPDES PERMIT			
							CHECK	354142 TOTAL:		11,201.00
354143	07/29/2020	PRTD	4104	WA ST FERRIES	241841	RK348626	06/30/2020		07/26/20	18.10
Invoice: RK348626							PW/JUN20 WAVE2GO FERRY USAGE			
					18.10	73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
							CHECK	354143 TOTAL:		18.10
354144	07/29/2020	VOID	2251	WA ST TREASURER						.00
Invoice:										
							CHECK	354144 TOTAL:		.00
354145	07/29/2020	PRTD	7551	WASHINGTON TRACTOR I	241845	2134337	07/01/2020		07/26/20	6,817.47
Invoice: 2134337							PW/MOWER PARTS			
					6,817.47	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
					241846	2140189	07/07/2020		07/26/20	105.66
Invoice: 2140189							PW/MX SUPPLIES			
					105.66	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				241848	2146513	07/14/2020		07/26/20	801.79
	Invoice: 2146513				PW/MOWER PARTS				
				801.79	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
				241849	2146515	07/14/2020		07/26/20	43.93
	Invoice: 2146515				PW/SHOP SUPPLIES				
				43.93	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
				241850	2146907	07/14/2020		07/26/20	459.50
	Invoice: 2146907				PW/MOWER PARTS				
				459.50	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
						CHECK	354145 TOTAL:		8,228.35
354146	07/29/2020	PRTD	4513 WM CORPORATE SERVICE	241851	0037109-1048-4	07/01/2020	21900056	07/26/20	2,773.88
	Invoice: 0037109-1048-4				BIOSOLIDS LANDFILL DISPOSAL				
				2,773.88	73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
						CHECK	354146 TOTAL:		2,773.88
354147	07/29/2020	PRTD	5709 WEBCHECK INC	241852	6665	06/30/2020		07/26/20	277.95
	Invoice: 6665				FIN/WEBCHECK SVCS JUN20				
				138.97	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				138.98	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
						CHECK	354147 TOTAL:		277.95
354148	07/29/2020	PRTD	499 WESTBAY AUTO PARTS I	241853	550118	06/16/2020		07/26/20	-19.62
	Invoice: 550118				PW/CORE RETURN				
				-19.62	73011321 531100	O&M-C/E-ENG VEH WORK-SUPPLIES			
				241854	552487	06/25/2020		07/26/20	38.34
	Invoice: 552487				PW/PRIMER BULB KIT, AIR FILTER				
				38.34	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				241855	552513	06/25/2020		07/26/20	23.33
	Invoice: 552513				PW/BEARINGS				
				23.33	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
				241856	552514	06/25/2020		07/26/20	37.58
	Invoice: 552514				PW/BALL BEARINGS				
				37.58	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
				241857	552554	06/25/2020		07/26/20	88.72
	Invoice: 552554				PW/TURBOCHARGER HOSE				
				88.72	73411345 531100	OFFICE SUPPLIES			
				241859	552594	06/25/2020		07/26/20	25.14
	Invoice: 552594				PW/CABLES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					25.14	73011581 531100	O&M-C/E-PCD VEH WORK-SUPPLIES			
							CHECK	354148	TOTAL:	193.49
354149	07/29/2020	PRTD	7046	WESTERN SYSTEMS	241862	0000043542	07/06/2020	20200020	07/26/20	8,379.29
Invoice: 0000043542							NEW CROSSWALK POST AND SIGN			
					8,379.29	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	354149	TOTAL:	8,379.29
354150	07/29/2020	PRTD	9512	YEAROUS, WILLIAM & C	241746	87700	07/20/2020		07/26/20	46.61
Invoice: 87700							UB 11946 1894 COMMODORE LANE NW			
					46.61	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	354150	TOTAL:	46.61
354151	07/29/2020	PRTD	2607	ZEE MEDICAL SERVICE	241863	68401925	07/08/2020		07/26/20	319.29
Invoice: 68401925							CH FIRST AID RESTOCK			
					319.29	91011183 531100	GG-C/E-CH CLEANING-SUPPLIES			
					241864	68401940	07/10/2020		07/26/20	132.25
Invoice: 68401940							PW/FIRST AID RESTOCK			
					132.25	73637891 531100	OFFICE SUPPLIES			
							CHECK	354151	TOTAL:	451.54
354152	07/29/2020	PRTD	605	WA ST AUDITOR'S OFFI	241840	L137434	07/13/2020		07/26/20	13,345.80
Invoice: L137434							2019 FINANCIAL AUDIT			
					8,314.30	91011423 541100	FIN-C/E STATE AUDITOR			
					1,105.64	91111433 541100	FIN-STREET-STATE AUDITOR			
					579.94	91411341 541100	GG-WTR-ADM-PROF SVCS			
					1,606.67	91421351 541100	GG-SWR-ADM-PROF SVCS			
					654.11	91431383 541100	GG-SSWM-ADM-PROF SVCS			
					542.57	91470148 541100	FIN-DEV-STATE AUDITOR			
					542.57	91471148 541100	FIN-BLDG-STATE AUDITOR			
							CHECK	354152	TOTAL:	13,345.80
354153	07/29/2020	PRTD	2251	WA ST TREASURER	241843	JUN20SBCC	06/30/2020		07/26/20	340.50
Invoice: JUN20SBCC							JUN 2020 OUT COURT REMIT SBCC			
					340.50	41652860 586000	SBCC BLDG.-OUT			
					241844	JUN2020	06/30/2020		07/26/20	1,308.68
Invoice: JUN2020							JUN 2020 OUT COURT REMIT			
					515.16	41611860 586000	PSEA 60% OUT			
					183.21	41610860 586000	PSEA 30% OUT			
					23.39	41619860 586000	PSEA 3 - STATE DISB OUT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				47.17	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				16.55	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				217.64	41614860 586000	JUDICIAL INFO SYST.-OUT			
				23.46	41618860 586000	TRAUMA CARE-OUT			
				85.50	41618860 586000	TRAUMA CARE-OUT			
				22.68	41618860 586000	TRAUMA CARE-OUT			
				129.07	41618860 586000	TRAUMA CARE-OUT			
				44.85	41615860 586961	STATE CRIME LAB			
								CHECK 354153 TOTAL:	1,649.18
								NUMBER OF CHECKS 109 *** CASH ACCOUNT TOTAL ***	245,291.79

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	107	245,291.79
TOTAL VOIDED CHECKS	2	.00

*** GRAND TOTAL *** 245,291.79

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2020 7 243				
APP 101-213000	STREETS - ACCOUNTS PAYABLE		18,060.76	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			245,291.79
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	ACCOUNTS PAYABLE		15,108.00	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	ACCOUNTS PAYABLE		8,048.83	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		86,810.34	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	ACCOUNTS PAYABLE		15,916.60	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	ACCOUNTS PAYABLE		16,380.40	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	ACCOUNTS PAYABLE		4,866.29	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000	ACCOUNTS PAYABLE		5,820.23	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000	ACCOUNTS PAYABLE		39,647.87	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 108-213000	AFFORD HSG - ACCOUNTS PAYABLE		30,000.00	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 173-213000	TIF FUND-ACCOUNTS PAYABLE		1,632.47	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000	CIVIC IMPR - ACCOUNTS PAYABLE		3,000.00	
07/29/2020 07/26/20 072920	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		245,291.79	245,291.79
APP 631-130000	DUE TO/FROM CLEARING		228,911.39	
07/29/2020 07/26/20 072920				
APP 101-130000	STREETS - DUE TO/FROM CLEARING			18,060.76
07/29/2020 07/26/20 072920				
APP 401-130000	DUE TO/FROM CLEARING			15,108.00
07/29/2020 07/26/20 072920				
APP 402-130000	DUE TO/FROM CLEARING			8,048.83
07/29/2020 07/26/20 072920				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			86,810.34
07/29/2020 07/26/20 072920				
APP 403-130000	DUE TO/FROM CLEARING			15,916.60
07/29/2020 07/26/20 072920				
APP 407-130000	DUE TO/FROM CLEARING			4,866.29
07/29/2020 07/26/20 072920				
APP 650-130000	DUE TO/FROM CLEARING			5,820.23
07/29/2020 07/26/20 072920				
APP 301-130000	DUE TO/FROM CLEARING			39,647.87

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
	07/29/2020	07/26/20	072920							
APP 108-130000						AFFORD HSG DUE TO/FROM CLEAR'G				30,000.00
	07/29/2020	07/26/20	072920							
APP 173-130000						TIF FUND-DUE TO/FROM CLEARING				1,632.47
	07/29/2020	07/26/20	072920							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G				3,000.00
	07/29/2020	07/26/20	072920							
						SYSTEM GENERATED ENTRIES TOTAL			228,911.39	228,911.39
						JOURNAL 2020/07/243 TOTAL			474,203.18	474,203.18

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020	7	243	07/29/2020			
001-130000					GENERAL - DUE TO/FROM CLEARING		86,810.34
001-213000					GENERAL - ACCOUNTS PAYABLE	86,810.34	
					FUND TOTAL	86,810.34	86,810.34
101 STREET FUND	2020	7	243	07/29/2020			
101-130000					STREETS - DUE TO/FROM CLEARING		18,060.76
101-213000					STREETS - ACCOUNTS PAYABLE	18,060.76	
					FUND TOTAL	18,060.76	18,060.76
104 CIVIC IMPROVEMENT FUND	2020	7	243	07/29/2020			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		3,000.00
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	3,000.00	
					FUND TOTAL	3,000.00	3,000.00
108 AFFORDABLE HOUSING FUND	2020	7	243	07/29/2020			
108-130000					AFFORD HSG DUE TO/FROM CLEAR'G		30,000.00
108-213000					AFFORD HSG - ACCOUNTS PAYABLE	30,000.00	
					FUND TOTAL	30,000.00	30,000.00
173 TRANSPORTATION IMPACT FEE FUND	2020	7	243	07/29/2020			
173-130000					TIF FUND-DUE TO/FROM CLEARING		1,632.47
173-213000					TIF FUND-ACCOUNTS PAYABLE	1,632.47	
					FUND TOTAL	1,632.47	1,632.47
301 CAPITAL CONSTRUCTION FUND	2020	7	243	07/29/2020			
301-130000					DUE TO/FROM CLEARING		39,647.87
301-213000					ACCOUNTS PAYABLE	39,647.87	
					FUND TOTAL	39,647.87	39,647.87
401 WATER OPERATING FUND	2020	7	243	07/29/2020			
401-130000					DUE TO/FROM CLEARING		15,108.00
401-213000					ACCOUNTS PAYABLE	15,108.00	
					FUND TOTAL	15,108.00	15,108.00
402 SEWER OPERATING FUND	2020	7	243	07/29/2020			
402-130000					DUE TO/FROM CLEARING		8,048.83
402-213000					ACCOUNTS PAYABLE	8,048.83	
					FUND TOTAL	8,048.83	8,048.83
403 STORM & SURFACE WATER FUND	2020	7	243	07/29/2020			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
403-130000					DUE TO/FROM CLEARING			15,916.60
403-213000					ACCOUNTS PAYABLE		15,916.60	
						FUND TOTAL	15,916.60	15,916.60
407 BUILDING & DEVELOPMENT FUND	2020	7	243	07/29/2020				
407-130000					DUE TO/FROM CLEARING			4,866.29
407-213000					ACCOUNTS PAYABLE		4,866.29	
						FUND TOTAL	4,866.29	4,866.29
631 CLEARING FUND	2020	7	243	07/29/2020				
631-130000					DUE TO/FROM CLEARING		228,911.39	
631-213000					ACCOUNTS PAYABLE		16,380.40	
635-111100					CASH			245,291.79
						FUND TOTAL	245,291.79	245,291.79
650 AGENCY FUND	2020	7	243	07/29/2020				
650-130000					DUE TO/FROM CLEARING			5,820.23
650-213000					ACCOUNTS PAYABLE		5,820.23	
						FUND TOTAL	5,820.23	5,820.23

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		86,810.34
101	STREET FUND		18,060.76
104	CIVIC IMPROVEMENT FUND		3,000.00
108	AFFORDABLE HOUSING FUND		30,000.00
173	TRANSPORTATION IMPACT FEE FUND		1,632.47
301	CAPITAL CONSTRUCTION FUND		39,647.87
401	WATER OPERATING FUND		15,108.00
402	SEWER OPERATING FUND		8,048.83
403	STORM & SURFACE WATER FUND		15,916.60
407	BUILDING & DEVELOPMENT FUND		4,866.29
631	CLEARING FUND	228,911.39	
650	AGENCY FUND		5,820.23
	TOTAL	228,911.39	228,911.39

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

PAYROLL

PAYROLL CHECK RUN: 7 - 20 - 2020

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	7/20/2020	48435 - 48566	Regular check run (Direct Dep)	330,668.12
Normal	7/20/2020	109408 - 109409	Regular check run (Paper Checks)	3,453.23
Normal	7/20/2020	109410 - 109416	Vendor check run (Paper Checks)	126,447.75
EFTPS	7/20/2020	N/A	Federal Tax Electronic Transfer	123,855.80
			TOTAL:	**584,424.90**

Prepared and Reviewed by: Brenda Landolt Date 7-17-20

Brenda Landolt, Payroll Specialist

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

Date 7-17-20

DeWayne Pitts, Finance Director

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:**

AGENDA ITEM: City Council Study Session Minutes, July 7, 2020

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

City Council Study Session Minutes, July 7, 2020

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, JULY 7, 2020

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

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

Deputy Mayor Deets, Mayor Schneider, and Councilmembers Carr, Hytopoulos, Medina, Nassar and Pollock participated in the remote meeting.

2) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Medina requested and Councilmember Hytopoulos seconded the addition of a discussion of allegations of wrongdoing by Councilmember Pollock at the June 30, 2020 meeting. Councilmember Nassar asked that the item be amended to refer to allegations of wrongdoing by Councilmembers, and Councilmember Medina concurred. The agenda item addition was approved 6-1. Councilmember Medina moved and Councilmember Hytopoulos seconded to approve the agenda as amended. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

3) MAYOR'S REPORT

Mayor Schneider mentioned Police Chief Clark's update on use of force policies on July 14, 2020.

4) CITY MANAGER'S REPORT

City Manager Smith provided an update on the city manager search with Strategic Government Resources, the status of mask enforcement, and a new ordinance that will allow certain committees to meet only remotely.

5) PRESENTATIONS

5.A Race Equity Task Force (RETF) Briefing and Work Plan Update

Cover Page
RETF Scope of Work as of June 2019
RETF_-_2020_Scope_of_Work_Proposal - December 2019.pdf
GARE General Training Info_December 2018 Final.pdf
RETF - 2020 Outreach Plan-Budget v1.docx
RETF GARE scope of work.docx
Update on 2020 RETF Workplan Items.pdf

Race Equity Task Force Co-Chair Brenda Fantroy-Johnson provided an update to Council on the RETF work plan. Council discussed the work plan with members of RETF.

5.B Kitsap County Community Development Block Grant (CDBG) Program - Planning
Cover Page
CDBG Consolidated Plan Presentation.pdf

Bonnie Tufts, Kitsap County Block Grant Programs Manager, and Shannon Bauman, Kitsap County Block Grant Programs Analyst, provided a presentation on the program and addressed Council's questions.

6) FUTURE COUNCIL AGENDAS

6.A Future Council Agendas
Cover Page
July 14 City Council Regular Business Meeting.pdf
July 28 City Council Regular Business Meeting.pdf
August 4 City Council Study Session.pdf

City Manager Smith provided an overview of future agendas. Councilmember Deets requested the addition of a discussion on the recommendations from the Economic Recovery Council Ad Hoc Committee to the July 28, 2020 agenda, and Council concurred. Councilmember Hytopoulos requested a discussion on time limits for Council comments and a separate discussion on Council conduct and process. Following discussion, Council concurred, and the items were added to the July 14, 2020 agenda.

7) UNFINISHED BUSINESS

7.A Update on the Development Moratorium - Planning
Cover Page
Moratorium Status Report 20200707
Ordinance No. 2020-09 Extending the Development Moratorium Approved 032420.pdf
Moratorium Summary

Planning Director Wright provided an update on the development moratorium.

7.B Green Building Task Force Update - Planning
Cover Page
2020-07-07_CC_GBTF_Staff_Memo.docx
Attachment 1 - GBTF History Log
Attachment 2 - GBTF Roster

Senior Planner Best provided a presentation updating Council on the Green Building Task Force and addressed Council's questions.

7.C Update and Next Steps after Joint Meeting with Planning Commission and City Council - Planning
Cover Page

Deputy Mayor Deets introduced the agenda item, and Council discussed the membership of the joint Land Use Subcommittee. Council agreed that the topic will be discussed further with Planning Commission Chair Chester, Councilmember Pollock, and Councilmember Hytopoulos, as the Council liaison to the Planning Commission.

7.D Sustainable Transportation Plan Discussion - Public Works
Cover Page
BAINBRIDGE STP July Council Update 20200707

Engineering Project Manager Epstein introduced the agenda item. Jennifer Wieland of Nelson/Nygard provided a presentation on the Sustainable Transportation Plan. Engineering Project Manager Epstein and Ms. Weiland addressed Council's questions.

Deputy Mayor Deets adjourned the meeting for a break at 9:14 p.m. and reconvened the meeting at 9:21 p.m.

8) CITY COUNCIL DISCUSSION

8.A Select City Council Liaison to Business Community - Councilmember Deets
Cover Page
Request from BI Chamber & BIDA for Business Community Liaison.pdf

Deputy Mayor Deets introduced the agenda item.

MOTION: I move to appoint Deputy Mayor Deets as Council liaison to the business community.
Nassar/Pollock: The motion carried unanimously, 7 – 0.

8.B Process for Evaluating Applicants for Planning Commission for Consistency with Requirements in City Code - Councilmember Nassar
Cover Page

Councilmember Nassar introduced the agenda item. Council discussed the process for evaluating Planning Commission applicants. Council agreed to discuss the topic further following input from the Planning Commission and the joint Land Use Subcommittee.

8.C Clarity on Noticing and Special City Council Meetings - Councilmember Nassar
Cover Page
RCW 42.30.080 Special Meetings

Councilmember Nassar introduced the agenda item. City Attorney Levan provided information on noticing requirements. Council agreed that going forward, the Mayor will advise Council when there will be a special meeting due to a potential quorum.

8.D Discussion of Allegations of Wrongdoing by Councilmembers at the June 30, 2020 Meeting – Councilmember Medina [ADDED]

Councilmember Medina provided information regarding allegations made at the June 30, 2020 City Council meeting, and Council discussed the meeting.

9) FOR THE GOOD OF THE ORDER

Councilmember Nassar stated that the Climate Change Advisory Committee would like authorization to begin discussing a climate lens, and Council concurred.

10) ADJOURNMENT

Deputy Mayor Deets adjourned the meeting at 10:40 p.m.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:**

AGENDA ITEM: Regular City Council Business Meeting Minutes, July 14, 2020

SUMMARY: Council will consider approval of meeting minutes.

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Regular City Council Business Meeting Minutes, July 14, 2020

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 14, 2020

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

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

Mayor Schneider, Deputy Mayor Deets, and Councilmembers Carr, Hytopoulos, Medina, Nassar and Pollock were present.

2) EXECUTIVE SESSION

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

Mayor Schneider adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 6:04 p.m. Council returned from executive session at 6:37 p.m., and Mayor Schneider reconvened the meeting.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Nassar moved and Deputy Mayor Deets seconded to approve the agenda as presented. The motion was approved unanimously. There were no conflicts of interest disclosed.

4) PUBLIC COMMENT

4.A Instructions for Providing Public Comment in Remote Meetings - City Clerk
Cover Page
Instructions for Providing Public Comment at Remote Meetings.docx

Cynthia Bellas spoke regarding a change in leadership.

Bonnie McBryan spoke as a board member of the Bainbridge Island Lodging Association regarding Accessory Dwelling Units.

Emily Growth spoke in favor of the Eugene, Oregon CAHOOTS program (Crisis Assistance Helping Out on The Streets.)

Ashley Mathews commented on race equity.

Pascal Schuback spoke about the Accessory Dwelling Unit ordinance and affordable housing.

Sal deRosalia commented on a race equity lens.

5) MAYOR'S REPORT

Mayor Schneider spoke about the pandemic's impacts on the City of Bainbridge Island.

6) CITY MANAGER'S REPORT

City Manager Smith mentioned the Governor's announcement which will extend Phase 2 at least until July 28, 2020.

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

Cover Page
July 28 City Council Regular Business Meeting.pdf
August 4 City Council Study Session.pdf

City Manager Smith reviewed future agendas.

8) UNFINISHED BUSINESS

8.A Resolution No. 2020-08, Updating the City's Financial and Budget Policies - Finance

Cover Page
Resolution No. 2020-08, Establishing Financial and Budget Policies - Revised for 7-14-20 CM
Resolution No. 2019-24 Updating the City's Procurement Policy Approved 100819.pdf
RES 2016-20 Adopting a Municipal Securities Disclosure Policy Approved 082316.pdf
Resolution No. 2016-18 Amending Resolution No. 2009-02 Surplus Property Approved 082316.pdf
RES 93-52 - Investment Policy.pdf

Finance Director Pitts introduced the agenda item.

MOTION: I move to approve Resolution No. 2020-08.
Carr/Deets: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9) NEW BUSINESS

9.A Review of Police Department Use of Force Policy - Police

Cover Page
Use of Force Briefing CC 14 Jul 2020.pdf

Police Chief Clark provided a presentation on the review of Use of Force policies and addressed Council's questions.

Following discussion, Council's consensus was to hold a town hall for the community in September in place of the Quarter 3 briefing.

9.B Emergency COVID-19 Cleaning Contract Amendment No. 1 - Public Works
Cover Page
Janitorial Covid Orig Contract - Exec.pdf
Janitorial Covid Contract Amendment No. 1 Exec.pdf
Resolution No. 2020-06 COVID-19 - Affirming Proclamation of Emergency Approved 031020.pdf

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward ratification of Amendment No. 1 to the PSA with Island Hands LLC, in the amount of $55,000, for approval with the July 28, 2020 Consent Agenda.
Nassar/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9.C Springbrook Creek and Manzanita Creek Watershed Planning – Department of Ecology Puget Sound Natural Estuary Program Grant Acceptance and Budget Amendment - Public Works
Cover Page
2018 NTA Watershed Planning Email.pdf

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward, for approval with the July 28, 2020 Consent Agenda, the Department of Ecology Puget Sound Natural Estuary Program grant acceptance, in the amount of $200,000, for the Springbrook / Manzanita Creek Watershed Planning efforts and an associated budget amendment of $200,000.
Nassar/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9.D Chlorine Generator Upgrades Professional Services Agreement - Public Works
Cover Page
PSA with RH2 Engineering, Inc.
Attachment C to PSA with RH@Engineering, Inc.

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the professional services agreement with RH2 Engineering, Inc. for approval with the July 28, 2020 Consent Agenda.
Nassar/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9.E Bainbridge Parks Foundation Bench Donations - Public Works

Cover Page
Bench Donation Agreement.docx
Attachment A Bench description.pdf
Attachment B Bench locations.pdf

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the Bainbridge Parks Foundation Bench Donations for approval with the July 28, 2020 Consent Agenda.
Nassar/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9.F Ordinance 2020-03 "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC - Planning

Cover Page
July 14 Staff Memo for Housekeeping Ordinance
Title 2 Changes Summary Table
Title 18 Changes Summary Table
Ordinance No. 2020-03
Exhibit A Title 2 Housekeeping Changes
Exhibit B BIMC 18.09.020 Use Table Excerpt Temporary Uses
Exhibit C Title 18 Housekeeping Changes
PLANNING COMMISSION MINUTES 102419

Senior Planner Sutton introduced the agenda item and provided an overview of the changes.

MOTION: I move to forward Ordinance No. 2020-03 for consideration of approval as part of the Consent Agenda at the July 28, 2020 Council meeting.
Nassar/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Schneider adjourned the meeting for a break at 8:57 p.m. and reconvened the meeting at 9:05 p.m.

9.G Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" Fee and a Deposit Fee for Third Party Review of Environmental Reports - Planning
Cover Page
Resolution No. 2020-04 Amending Fee Schedule.pdf

Senior Planner Sutton introduced the agenda item. Senior Planner Sutton and City Manager Smith responded to Councilmember's questions on the deposit fee for third party review of environmental reports.

MOTION: I move to forward Resolution No. 2020-04 for approval with the Consent Agenda on July 28, 2020.
Hytopoulos/Deets: The motion carried, 5 – 2.

AYES: Deets, Hytopoulos, Medina, Pollock, Schneider
NOES: Carr, Nassar
ABSENT: None
ABSTAIN: None

9.H Ordinance No. 2020-02 Relating to Accessory Dwelling Units (ADUs) - Planning
Cover Page
20200714 Staff Memo on ADUs.docx
Ordinance No. 2020-02.docx
October 2018 Legal Memo on ADUs
031220 Planning Commission Minutes
Planning Commission Subcommittee Recommendations Regarding ADUs
ADU Use Specific Standards 18.09.030
Building Official Memo re Tiny Home Appendix Q Adoption

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

MOTION: Councilmember Hytopoulos moved and Councilmember Nassar seconded to forward the ordinance to Unfinished Business for further discussion. The motion carried unanimously, 7-0.

There was consensus to schedule the next discussion for August 11, 2020 and to invite a representative from the Planning Commission to attend.

9.I Resolution No. 2020-14, Authorizing Use of Electronic Signatures in City Business - Executive
Cover Page
Resolution No. 2020-14 Authorizing Use of Electronic Signatures

Deputy City Attorney Sepler introduced the agenda item.

Councilmember Pollock left the meeting at 10:15 p.m.

MOTION: I move to forward Resolution No. 2020-14 for approval with the July 28, 2020 Consent Agenda.
Hytopoulos/Deets: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Schneider
NOES: None
ABSENT: Pollock
ABSTAIN: None

9.J Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training - Executive
Cover Page
Bainbridge Island - Kitsap Public Health - Network Security Consultation and Training Agreement

City Manager Smith introduced the agenda item.

MOTION: I move to forward the Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training for approval with the July 28, 2020 Consent Agenda and to direct staff to include this increase in a future budget amendment ordinance.
Nassar/Carr: The motion carried unanimously, 6 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Schneider
NOES: None
ABSENT: Pollock
ABSTAIN: None

10) COUNCIL DISCUSSION

10.A Potential Process for Time Limits for Speaking at Council Meetings - Councilmember Hytopoulos
Cover Page

Councilmember Hytopoulos introduced the agenda item, and Council discussed a potential process for time limits. There was consensus to implement a speaker timer for Council members as a pilot project.

10.B Options for a Council Discussion on Conduct and Process - Councilmember Hytopoulos
Cover Page

Councilmember Hytopoulos introduced the agenda item. Council agreed to forward this item to the July 28, 2020 meeting to further discuss the options.

11) CONSENT AGENDA

11.A Agenda Bill for Consent Agenda
Cover Page

11.B Accounts Payable and Payroll
Cover Page
Payroll.pdf
AP Report to Council of Cash Disbursements 07-15-20.pdf

Payroll: normal direct deposit check sequence 48304 – 48434 = $311,610.15; regular payroll check number 109393 – 109395 = $3,512.22; vendor check run sequence 109396 – 109407 = $335,080.15; Federal Tax Electronic Funds Transfer = $115,653.28. Total disbursement = $765,855.80.

Accounts Payable: check number 353919 from previous run = $360.00; manual check number sequence 353921 – 353937 = $24,221.99; regular check number sequence 353938 – 354031 = $328,797.43; EFT 394 = $11,650.95; ACH 395 – 396 = $3,181.49. Total disbursement = $ 390,075.55.

11.C City Council Study Session Minutes, June 16, 2020
Cover Page
City Council Study Session Minutes June 16, 2020.pdf

11.D Special Joint City Council and Planning Commission Meeting Minutes, June 22, 2020
Cover Page
Special Joint City Council and Planning Commission Meeting Minutes June 22, 2020.pdf

11.E City Council Regular Business Meeting Minutes, June 23, 2020
Cover Page
City Council Regular Business Meeting Minutes June 23, 2020.pdf

11.F Special City Council Meeting Minutes, June 30, 2020
Cover Page
Special City Council Meeting June 30, 2020.pdf

11.G Sportsman Club & New Brooklyn Intersection Improvements Supplemental Agreement No. 2 - Public Works
Cover Page
Supplemental Agreement_2.pdf
Supp Agrmt_2 Exhibit A-2.pdf

11.H Appointments to the Design Review Board - Mayor Schneider
Cover Page
City Advisory Group Vacancies (Design Review Board).pdf
Marshall - Design Review Board (Redacted).pdf
Russell - Design Review Board (Redacted).pdf
Wilson - Design Review Board (Redacted).pdf

11.I Ordinance No. 2020-14 Relating to 2020 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance
Cover Page
2020 1st QTR BUA Transmittal Memo_Final.docx
ORD 2020-14 2020 1st QTR Budget and CIP Amendments.docx
Exhibit A to Ord_2020-14 - Q1_Budget_Amendments.pdf

11.J Cost Allocation Methodology Overview for Budget Preparation - Finance
Cover Page
Cost Allocation Presentation CC 063020.pptx
Cost allocation Plan 2021 - 2022.pdf

11.K Resolution No. 2020-09, Updating the City's Debt Policy - Finance
Cover Page

Resolution No. 2020-09 - Updating the City Debt Policy
RES 2008-14 - Debt Policy.pdf
Exhibit A to Resolution No. 2020-09 - COBI Debt Policy.docx

11.L Resolution No. 2020-11, Establishing Equipment Rental and Revolving Fund Policy - Finance
Cover Page
Resolution No 2020-11 Establishing Equipment Rental and Revolving Fund Policy.docx
Exhibit A to Resolution No 2020-11 Equipment Rental and Revolving Policy.docx
Ord_2004-20_Approved.pdf
Ordinance No. 2017-09 Equipment Rental Fund Update Approved 050917.pdf

11.M Resolution No. 2020-15, Updating the City's Governance Manual - Executive
Cover Page
Resolution No. 2020-15, Updating the Governance Manual - Clean Copy
Resolution No. 2020-15, Updating the Governance Manual - Redline
6-16-2020 - City Council Policy for Council-directed agenda items
6-16-2020 Council Meeting - Summary of Actions Taken

MOTION: I move to approve the Consent Agenda as presented.
Deets/Medina: The motion carried unanimously, 6 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Schneider
NOES: None
ABSENT: Pollock
ABSTAIN: None

12) COMMITTEE REPORTS

There were no committee reports.

13) FOR THE GOOD OF THE ORDER

Councilmember Carr inquired about a response to an email regarding promotion of a local event.

Councilmember Hytopoulos and Deputy Mayor Deets expressed support for the Mayor.

14) ADJOURNMENT

Mayor Schneider adjourned the meeting at 10:55 p.m.

_____
Leslie Schneider, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Emergency COVID-19 Cleaning Contract Amendment No. 1 - Public Works,

SUMMARY: In response to the COVID-19 public health emergency, on March 11, 2020, Island Hands LLC started additional cleaning and disinfection services for city facilities. A formal PSA for emergency COVID-19 cleaning was executed on April 30, 2020, in the amount of $30,000. Due to the continued public health emergency, on June 11, 2020, Amendment No. 1 to the PSA was executed by the City Manager in the amount of $55,000 and extended the term of the PSA through December 31, 2020. Pursuant to BIMC 2.44.110, emergency contracts approved by the City Manager must be presented to the City Council for ratification, modification, or rejection.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	$55,000
Ongoing Cost:	
One-Time Cost:	$55,000
Included in Current Budget?	Yes

BACKGROUND: On March 9, 2020, the City Manager issued a Proclamation of Emergency in response to COVID-19 public health emergency. On March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager's Proclamation of Emergency.

In response to the COVID-19 public health emergency, the City executed a PSA (attached) with Island Hands, LLC, to provide deep cleaning and disinfection services to seven City facilities, three days per week starting March 11, 2020 through June 11, 2020 in an amount not to exceed $30,000.

On June 11, 2020, the City Manager executed Amendment No. 1 to the PSA with Island Hands LLC (attached) in the amount of $55,000, creating a new total not to exceed cost of $85,000 and extending the services through December 31, 2020.

In non-emergency situations, contracts costing more than $50,000 require City Council approval. However, under the Proclamation of Emergency, as ratified by Resolution No. 2020-06, public advertising, competitive bidding, and procurement requirements of state law and the City's Procurement Policy, exception mandatory constitutional requirements, have been waived with respect to all contracts necessary to address or respond to the COVID-19 public health emergency. Therefore, the City Manager is authorized to execute all contracts needed to respond to the COVID-19 public health emergency regardless of the dollar amount.

Under BIMC 2.44.110, any emergency contracts executed by the City Manager shall, following execution, be presented to the city council for ratification, modification, or rejection.

ATTACHMENTS:

Janitorial Covid Orig Contract - Exec.pdf

Janitorial Covid Contract Amendment No. 1 Exec.pdf

Resolution No. 2020-06 COVID-19 - Affirming Proclamation of Emergency Approved 031020.pdf

FISCAL DETAILS: The overall impact from the two contract modifications is $85,000. The additional cost is currently an unbudgeted CARES eligible expense. The cost will be added to the second quarter budget amendment with a split of $82,500 to the general fund and the remaining $2,500 affecting the sewer fund. The cost will be reimbursed through the CARES grant.

Fund Name(s): Other

Coding:

CITY OF BAINBRIDGE ISLAND

Routing Cover Sheet

General Information

Originating Department: Public Works Division: Operations & Maintenance

Document/Project Name: Emergency Janitorial Contract (Covid-19)

Department Contact: Aaron Claiborne Ext. 3585

Document Type

☐ ILA/MOU ☐ Contract/Agreement ☒ Amendment ☐ Change Order ☐ Other

Notes:
Emergency contract with Island Hands for extra cleaning and sanitizing during the Covid-19 Crisis

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

Dept. Manager/Supervisor: _____ Date: 4/24/2020

PW Admin: Kathrine Gormanous Date: 04/28/2020

Dept. Director: _____ Date: 4/28/20

EXECUTIVE

Executive Admin: RDL Date: 4/28/2020

City Attorney: Robbie Sepler Date: 4-30-2020

CITY CLERK (For City Council – Approved Contracts)

Meeting Date: _____

City Clerk: _____

Contract Inventory: _____

DEPARTMENT BUDGET INFO:

Current Budget:
$

Contract/Expenditure Amount:
$ 30,000.00

Amount Remaining:
$

PW GRANT INFO:

State Grant?
YES: ☐ NO: ☒
Date Authorized by WSDOT/FWHA:
_____

Federal Grant?
YES: ☐ NO: ☒
Date Authorized by WSDOT/FWHA:
_____

Revised: November 27, 2019

AGREEMENT FOR PURCHASED SERVICES

THIS AGREEMENT FOR PURCHASED SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Island Hands, LLC, a Washington corporation ("Vendor").

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency in response to the Kitsap Public Health District's March 8, 2020, confirmation of the County's first "presumptive positive" COVID-19 case on Bainbridge Island; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager's Proclamation of Emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived for the duration of the emergency with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, to respond to the COVID-19 public health emergency, the City desires to procure services for deep cleaning and disinfection, which the City regards as nonprofessional services, for City facilities, including City Hall, Police Station, Senior Center, Waterfront Park Bathroom, Wastewater Treatment Plant, Municipal Court, and the Public Works-Operations & Maintenance facilities; and

WHEREAS, deep cleaning and disinfection of City facilities will reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, allowing the City to continue to provide essential services during the emergency; and

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

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

1. SERVICES BY VENDOR

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until June 11, 2020 unless sooner terminated by either party as provided below.

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

3. PREVAILING WAGES

In that the City is contracting for janitorial services under this Agreement, pursuant to RCW 39.12.020 and WAC 296-127-023, the City regards the work herein to be subject to Washington State Department of Labor and Industries ("L&I") prevailing wage rates. The applicable rates in initiating this Agreement are the rates in effect on the date in which a proposal was requested by the City, which date is March 9, 2020. The applicable prevailing wage rates can be found at L&I's prevailing wage website (see http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp).

4. PAYMENT

A. The City shall pay the Vendor $30.00 per hour per employee, and the cost of supplies plus 10% in accordance with **Attachment A,** but not more than the total amount of thirty thousand dollars ($30,000.00).

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Vendor's negligence. It is

further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

11. INSURANCE

The Vendor shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B.**
[ ] Professional Liability as described in **Attachment B.**
[X] Automobile Liability as described in **Attachment B.**
[X] Workers' Compensation as described in **Attachment B.**
[ ] None.

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City:

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

To the Vendor:
Island Hands, LLC
18869 Colwood Ave NE
Poulsbo, WA 98370
Attention: Kims Kingombe Embeya

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

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

ISLAND HANDS, LLC

Date: 04/08/2020

By: KIMS KINGOMBE EMBEYA

Name KIMS KINGOMBE EMBEYA

Title OWNER

Tax I.D. #

CITY OF BAINBRIDGE ISLAND

Date: 4/30/2020

By:

Morgan Smith, City Manager

ATTACHMENT A
Scope of Services

GENERAL
Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on March 11, 2020 the Vendor and City Contact have daily tracked the employee's hours working on the deep cleaning and disinfection. Starting on April 15, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in **Attachment C** to this Agreement that details the facilities, disinfection tasks, names of the employees, and the hours worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:
For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

SUPPLIES
The Vendor shall supply all cleaning products, equipment, and tools to needed to provide the services specified in this Agreement. Prior to purchase of any new supplies, the Vendor shall get written approval from the City Contact. The City shall pay for all approved supplies at the Vendor's cost plus 10%. Due to limited supplies available, the City may allow, upon request by the Vendor, use of the City's supply of disinfectant product and personal protection equipment for the duration of this Agreement.

SITE SECURITY
While on City's premises, the Vendor, its agents, employees, or subcontractors shall comply in all respects with physical, fire, or other security regulations. Failure to comply with any part of facility security or confidentiality is a violation of the Agreement's specifications, terms and conditions and may result in termination of the Agreement. The following shall apply:

General
Vendor's personnel shall conduct themselves on site in a workman like manner at all times. Personnel shall be courteous, neat in appearance, and wear visible vendor identification. Vendor employees are not allowed to move and read papers on desks, open desk drawers and cabinets, and use telephones and office equipment at the City's facilities. The Vendor shall not allow children and non-employees on the premises.

Security Plans
Vendor is to adhere to the City's security plans. Prior to working in any City facilities employees shall provide information including full name, address, driver's license, and fingerprints. The Police Department shall review/approve all potential employees prior to working in City facilities. The City reserves the right to deny any potential employee for past criminal activity and security concerns. Following the approval by the Police Department potential employees shall undergo online security training and present the Police Department with a certification of completion.

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys
Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

False Security Alarms
The City's designated contact will brief the Vendor on operation of the alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Vendor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Vendor shall be liable for those charges, and the City will generate an invoice to the Vendor for those charges. The City reserves the right to hold payment for services until the Vendor pays the false alarm charge.

Hazardous Conditions/Damage Reporting
The Vendor's or his employees shall call 911 when drugs or needles are found on City property. The employee shall take precautions to not to touch or remove drugs/needles. The Vendor shall let the Police Department handle and dispose of drugs/needles properly. Other hazardous conditions shall be immediately secured, Vendor supervisor and City contacted to prevent damage and protect from injury.

Vendor's or his/her employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction within 24 hours.

HAZARDOUS MATERIALS
Right-to-know legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of chemicals and hazardous substances in their work environment. The Vendor must include a complete material safety data sheet (MSDS) for each chemical material and the location each material is stored. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party.

The Vendor is responsible for the appropriate disposal of all waste products generated by the Vendor per all applicable Federal, State and local regulations.

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING
Vendor shall be responsible for all necessary safety training in compliance with local, state, and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations and guidance and recommendations from the CDC and other local, state, and federal health organizations.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Vendor's profession.

D. Minimum Amounts of Insurance

The Vendors hall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Vendor Limits

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

ATTACHMENT C

See Attached Daily Checklist.

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Municipal Court	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Police Station	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary		
Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.
Signature		Date

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Senior Center	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		

Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Bathroom partitions	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	6x week (Sun to Fri)			
Door touch pads	6x week (Sun to Fri)			
Light & electrical switches	6x week (Sun to Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Waterfront Park Bathrooms	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Benches		3x week (Mon, Wed, Fri)		
Walls		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Bathroom/Toilet/Sink	7x week (Sun to Sat)			
Door handles, latches	7x week (Sun to Sat)			
Door touch pads	7x week (Sun to Sat)			
Light & electrical switches	7x week (Sun to Sat)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.

Signature _____ Date _____

CITY OF
BAINBRIDGE ISLAND

Routing Cover Sheet

General Information

Originating Department: Public Works Division: Engineering

Document/Project Name: Amendment No. 1/Emergency Janitorial Contract-Covid-19

Department Contact: Aaron Claiborne Ext. 3585

Document Type

☐ ILA/MOU ☐ Contract/Agreement ■ Amendment ☐ Change Order ☐ Other

Notes: Amendment to extend agreement through 12/31/2020

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

Dept. Mgr/Supervisor: _____ Date: _____

PW Admin: Kathrine Cormanous Date: 6/11/2020

Dept. Director: _____ Date: 6/11/20

EXECUTIVE

Executive Admin: Roz Lassoff Date: 6/11/2020

City Attorney: Robbie Sepler Date: 6-11-2020

CITY CLERK (For City Council – Approved Contracts)

Meeting Date: _____

City Clerk: _____

Contract Inventory: _____

DEPARTMENT BUDGET INFO:

Current Budget:
$_____

Contract/Expenditure Amount:
$_____

Amount Remaining:
$_____

PW GRANT INFO:

State Grant?
YES: ☐ NO: ☐
Date Authorized by WSDOT/FWHA:
_____

Federal Grant?
YES: ☐ NO: ☐
Date Authorized by WSDOT/FWHA:
_____

AMENDMENT NO. 1 TO
AGREEMENT FOR PURCHASED SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PURCHASED SERVICES ("Amendment") amends the Agreement for Purchased Services ("Agreement") entered into on March 30, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Island Hands, LLC, a Washington corporation ("Vendor").

WHEREAS, March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager's Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, the City and the Vendor entered into the Agreement to provide deep cleaning and disinfection of City facilities from March 11, 2020 through June 11, 2020 to reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, and allow the City to continue to provide essential services during the emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City's Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, the City desires to that the Vendor continue to provide deep cleaning and disinfection of City facilities through December 31, 2020; and

WHEREAS, the Vendor is willing to continue to provide such services in exchange for an increase of $55,000.00 to the maximum amount payable under this Agreement; and

WHEREAS, the City and the Vendor desire to change payment under the Agreement from hourly to a monthly lump sum, thereby reducing overall costs to the City and reducing administrative work for both the City and the Vendor .

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~June 11, 2020~~ December 31, 2020, unless sooner terminated by either party as provided below.

2. Section 4.A is hereby amended to read as follows:

~~A. The City shall pay the Vendor $30.00 per hour per employee, and the cost of supplies plus 10% in accordance with Attachment A, but not more than the total amount of thirty thousand dollars ($30,000.00)~~

A. The City shall pay the Vendor $5,130.00 total for all work performed under this Agreement from June 12, 2020, through June 30, 2020, and $8,208.00 per month for all work performed under this Agreement from July 1, 2020, through December 31, 2020, but not more than the total amount of eighty-five thousand dollars ($85,000.00) for all work performed under this Agreement.

3. Attachment A, Scope of Services, to the Agreement is hereby repealed in its entirety and replaced as set forth on attached **Exhibit A**:

4. Attachment C, Daily Checklist, to the Agreement is hereby repealed in its entirety and replaced as set forth on attached **Exhibit B**.

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

6. Sections 1, 2, 3, 5, and 6 of this Amendment shall take effect immediately upon execution of this Amendment. Section 4 of this Amendment shall take effect on June 12, 2020.

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

ISLAND HANDS, LLC

Date: 06/10/20

By: KIMI KINGOMBE ISLAND HANDS LLC

Name KIMI KINGOMBE

Title OWNER

Tax I.D. #_____

City Bus. Lic. #_____

CITY OF BAINBRIDGE ISLAND

Date: June 11, 2020

By: _____

Morgan Smith, City Manager

Ellen Schroer, Deputy City Manager

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT A
Scope of Services

GENERAL
Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on June 12, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in Exhibit B, **Attachment C** to this Agreement that details the facilities, disinfection tasks and dates worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:
For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

For the period beginning on June 12, 2020, through December 31, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 3 people)

SUPPLIES

Due to limited supplies available, the City will provide the Vendor disinfectant product and personal protection equipment for the duration of this Agreement. The Vendor shall supply all other cleaning products, equipment, and tools to needed to provide the services specified in this Agreement.

SITE SECURITY

While on City's premises, the Vendor, its agents, employees, or subcontractors shall comply in all respects with physical, fire, or other security regulations. Failure to comply with any part of facility security or confidentiality is a violation of the Agreement's specifications, terms and conditions and may result in termination of the Agreement. The following shall apply:

General

Vendor's personnel shall conduct themselves on site in a workman like manner at all times. Personnel shall be courteous, neat in appearance, and wear visible vendor identification. Vendor employees are not allowed to move and read papers on desks, open desk drawers and cabinets, and use telephones and office equipment at the City's facilities. The Vendor shall not allow children and non-employees on the premises.

Security Plans

Vendor is to adhere to the City's security plans. Prior to working in any City facilities employees shall provide information including full name, address, driver's license, and fingerprints. The Police Department shall review/approve all potential employees prior to working in City facilities. The City reserves the right to deny any potential employee for past criminal activity and security concerns. Following the approval by the Police Department potential employees shall undergo online security training and present the Police Department with a certification of completion.

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys

Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided

to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

False Security Alarms

The City's designated contact will brief the Vendor on operation of the alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Vendor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Vendor shall be liable for those charges, and the City will generate an invoice to the Vendor for those charges. The City reserves the right to hold payment for services until the Vendor pays the false alarm charge.

Hazardous Conditions/Damage Reporting

The Vendor's or his employees shall call 911 when drugs or needles are found on City property. The employee shall take precautions to not to touch or remove drugs/needles. The Vendor shall let the Police Department handle and dispose of drugs/needles properly. Other hazardous conditions shall be immediately secured, Vendor supervisor and City contacted to prevent damage and protect from injury.

Vendor's or his/her employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction within 24 hours.

HAZARDOUS MATERIALS

Right-to-know legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of chemicals and hazardous substances in their work environment. The Vendor must include a complete material safety data sheet (MSDS) for each chemical material and the location each material is stored. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party.

The Vendor is responsible for the appropriate disposal of all waste products generated by the Vendor per all applicable Federal, State and local regulations.

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive

employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

Vendor shall be responsible for all necessary safety training in compliance with local, state, and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations and guidance and recommendations from the CDC and other local, state, and federal health organizations.

EXIBIT B DAILY CHECKLIST

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			

Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Municipal Court	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Police Station	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Senior Center	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		

Cabinets		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Bathroom partitions	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	6x week (Sun to Fri)			
Door touch pads	6x week (Sun to Fri)			
Light & electrical switches	6x week (Sun to Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Waterfront Park Bathrooms	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Benches		3x week (Mon, Wed, Fri)		
Walls		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Bathroom/Toilet/Sink	7x week (Sun to Sat)			
Door handles, latches	7x week (Sun to Sat)			
Door touch pads	7x week (Sun to Sat)			
Light & electrical switches	7x week (Sun to Sat)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

The date of work was completed with COVID-19 Emergency Contract with the tasks listed above.

_____ _____

Signature Date

CITY OF BAINBRIDGE ISLAND

Routing Cover Sheet

General Information

Originating Department: Public Works Division: Operations & Maintenance

Document/Project Name: Emergency Janitorial Contract (Covid-19)

AZ Department Contact: Aaron Claiborne Ext 3585

Document Type

☐ ILA/MOU ☐ Contract/Agreement ☒ Amendment ☐ Change Order ☐ Other

Notes:
Emergency contract with Island Hands for extra cleaning and sanitizing during the Covid-19 Crisis

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

Dept. Manager/Supervisor: _____ Date: 4/24/2020

PW Admin: Kathrine Gorsmanous Date: 04/28/2020

Dept. Director: _____ Date: 4/28/20

EXECUTIVE

Executive Admin: RDL Date: 4/28/2020

City Attorney: Robbie Sepler Date: 4-30-2020

CITY CLERK (For City Council – Approved Contracts)

Meeting Date: _____

City Clerk: _____

Contract Inventory: _____

DEPARTMENT BUDGET INFO:
Current Budget:
$
Contract/Expenditure Amount:
$ 30,000.00
Amount Remaining:
$

PW GRANT INFO:
State Grant?
YES: ☐ NO: ☒
Date Authorized by WSDOT/FWHA:
_____
Federal Grant?
YES: ☐ NO: ☒
Date Authorized by WSDOT/FWHA:
_____

Revised: November 27, 2019

AGREEMENT FOR PURCHASED SERVICES

THIS AGREEMENT FOR PURCHASED SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Island Hands, LLC, a Washington corporation ("Vendor").

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency in response to the Kitsap Public Health District's March 8, 2020, confirmation of the County's first "presumptive positive" COVID-19 case on Bainbridge Island; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager's Proclamation of Emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived for the duration of the emergency with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, to respond to the COVID-19 public health emergency, the City desires to procure services for deep cleaning and disinfection, which the City regards as nonprofessional services, for City facilities, including City Hall, Police Station, Senior Center, Waterfront Park Bathroom, Wastewater Treatment Plant, Municipal Court, and the Public Works-Operations & Maintenance facilities; and

WHEREAS, deep cleaning and disinfection of City facilities will reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, allowing the City to continue to provide essential services during the emergency; and

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

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

1. SERVICES BY VENDOR

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until June 11, 2020 unless sooner terminated by either party as provided below.

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

3. PREVAILING WAGES

In that the City is contracting for janitorial services under this Agreement, pursuant to RCW 39.12.020 and WAC 296-127-023, the City regards the work herein to be subject to Washington State Department of Labor and Industries ("L&I") prevailing wage rates. The applicable rates in initiating this Agreement are the rates in effect on the date in which a proposal was requested by the City, which date is March 9, 2020. The applicable prevailing wage rates can be found at L&I's prevailing wage website (see http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp).

4. PAYMENT

A. The City shall pay the Vendor $30.00 per hour per employee, and the cost of supplies plus 10% in accordance with **Attachment A,** but not more than the total amount of thirty thousand dollars ($30,000.00).

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Vendor's negligence. It is

further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

11. INSURANCE

The Vendor shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B**.
[ ] Professional Liability as described in **Attachment B.**
[X] Automobile Liability as described in **Attachment B.**
[X] Workers' Compensation as described in **Attachment B.**
[ ] None.

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City:

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

To the Vendor:
Island Hands, LLC
18869 Colwood Ave NE
Poulsbo, WA 98370
Attention: Kims Kingombe Embeya

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

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

ISLAND HANDS, LLC

Date: 04/08/2020

By: KIMS KINGOMBE EMBEYA

Name KIMS KINGOMBE EMBEYA

Title OWNER

Tax I.D. #

CITY OF BAINBRIDGE ISLAND

Date: 4/30/2020

By:

Morgan Smith, City Manager

ATTACHMENT A
Scope of Services

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on March 11, 2020 the Vendor and City Contact have daily tracked the employee's hours working on the deep cleaning and disinfection. Starting on April 15, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in **Attachment C** to this Agreement that details the facilities, disinfection tasks, names of the employees, and the hours worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:

For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

SUPPLIES

The Vendor shall supply all cleaning products, equipment, and tools to needed to provide the services specified in this Agreement. Prior to purchase of any new supplies, the Vendor shall get written approval from the City Contact. The City shall pay for all approved supplies at the Vendor's cost plus 10%. Due to limited supplies available, the City may allow, upon request by the Vendor, use of the City's supply of disinfectant product and personal protection equipment for the duration of this Agreement.

SITE SECURITY

While on City's premises, the Vendor, its agents, employees, or subcontractors shall comply in all respects with physical, fire, or other security regulations. Failure to comply with any part of facility security or confidentiality is a violation of the Agreement's specifications, terms and conditions and may result in termination of the Agreement. The following shall apply:

General

Vendor's personnel shall conduct themselves on site in a workman like manner at all times. Personnel shall be courteous, neat in appearance, and wear visible vendor identification. Vendor employees are not allowed to move and read papers on desks, open desk drawers and cabinets, and use telephones and office equipment at the City's facilities. The Vendor shall not allow children and non-employees on the premises.

Security Plans

Vendor is to adhere to the City's security plans. Prior to working in any City facilities employees shall provide information including full name, address, driver's license, and fingerprints. The Police Department shall review/approve all potential employees prior to working in City facilities. The City reserves the right to deny any potential employee for past criminal activity and security concerns. Following the approval by the Police Department potential employees shall undergo online security training and present the Police Department with a certification of completion.

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys

Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

False Security Alarms
The City's designated contact will brief the Vendor on operation of the alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Vendor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Vendor shall be liable for those charges, and the City will generate an invoice to the Vendor for those charges. The City reserves the right to hold payment for services until the Vendor pays the false alarm charge.

Hazardous Conditions/Damage Reporting
The Vendor's or his employees shall call 911 when drugs or needles are found on City property. The employee shall take precautions to not to touch or remove drugs/needles. The Vendor shall let the Police Department handle and dispose of drugs/needles properly. Other hazardous conditions shall be immediately secured, Vendor supervisor and City contacted to prevent damage and protect from injury.

Vendor's or his/her employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction within 24 hours.

HAZARDOUS MATERIALS

Right-to-know legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of chemicals and hazardous substances in their work environment. The Vendor must include a complete material safety data sheet (MSDS) for each chemical material and the location each material is stored. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party.

The Vendor is responsible for the appropriate disposal of all waste products generated by the Vendor per all applicable Federal, State and local regulations.

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

Vendor shall be responsible for all necessary safety training in compliance with local, state, and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations and guidance and recommendations from the CDC and other local, state, and federal health organizations.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Vendor's profession.

D. Minimum Amounts of Insurance

The Vendors hall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Vendor Limits

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

ATTACHMENT C

See Attached Daily Checklist.

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Municipal Court	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Police Station	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)	-	
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed,Fri)			
Door touch pads	3x week (Mon, Wed,Fri)			
Light & electrical switches	3x week (Mon, Wed,Fri)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary		
Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.

Signature

Date

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Senior Center	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		

Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Bathroom partitions	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	6x week (Sun to Fri)			
Door touch pads	6x week (Sun to Fri)			
Light & electrical switches	6x week (Sun to Fri)			
	3-Year Janitorial Contract	**COVID-19 Emergency Contract**		
Waterfront Park Bathrooms	**Disinfect/Sanitize**	**Disinfect/Sanitize**	**Date**	**Initial**
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Benches		3x week (Mon, Wed, Fri)		
Walls		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Bathroom/Toilet/Sink	7x week (Sun to Sat)			
Door handles, latches	7x week (Sun to Sat)			
Door touch pads	7x week (Sun to Sat)			
Light & electrical switches	7x week (Sun to Sat)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.

Signature

Date

RESOLUTION NO. 2020-06

A RESOLUTION of the City Council of Bainbridge Island, Washington, recognizing the existence of an emergency, affirming the Proclamation of Emergency issued by the City Manager, and authorizing the emergency procurement of goods and services to address the emergency.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

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

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

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

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued the Proclamation of Emergency attached as **Exhibit A** to this resolution.

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

Section 1. Existence of Emergency. An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, exists within the City of Bainbridge Island.

Section 2. Ratification of Proclamation. The Proclamation of Emergency issued by the City Manager on March 9, 2020, attached as **Exhibit A** to this resolution, ("Proclamation") is hereby ratified and confirmed and shall remain in full force and effect until such time as it is terminated by the City Manager or the City Council.

Section 3. Authorization for Emergency Procurements. The authorization for emergency procurements contained in the Proclamation is hereby ratified and confirmed and shall remain in full force and effect until terminated by the City Manager or the City Council. This resolution shall serve as the City Council's written findings of the existence of an emergency for the purposes of RCW 39.04.280.

PASSED by the City Council this 10th day of March, 2020.

APPROVED by the Mayor this 10th day of March, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: Kelly E Jackson DEPUTY CITY CLERK
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: March 9, 2020
PASSED BY THE CITY COUNCIL: March 10, 2020
RESOLUTION NO. 2020-06

Exhibit A: Proclamation of Emergency

Exhibit A
Proclamation of Emergency

PROCLAMATION OF EMERGENCY

A PROCLAMATION, issued in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

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

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

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

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies.

NOW, THEREFORE, AS CITY MANAGER OF THE CITY OF BAINBRIDGE ISLAND, I, MORGAN SMITH, HEREBY PROCLAIM AS FOLLOWS:

Section 1. An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency exists within the City of Bainbridge Island.

Section 2. The emergency, or imminent threat of an emergency, warrants the activation of the authority and the commencement of the plans and procedures authorized under Chapter 38.52 RCW and Chapter 2.44 BIMC to preserve and protect the public health, safety, and welfare.

Section 3. Pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency.

Section 4. This Proclamation shall continue in force and effect until terminated by the City Manager or rescinded by action of the City Council, whichever occurs first.

DATED this 9th day of March, 2020.

Morgan Smith, City Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Springbrook Creek and Manzanita Creek Watershed Planning – Department of Ecology Puget Sound Natural Estuary Program Grant Acceptance and Budget Amendment - Public Works,

SUMMARY: To accept a $200,000 grant from the Department of Ecology (DOE) Puget Sound Natural Estuary for the Springbrook Creek and Manzanita Creek Watershed Planning efforts and approval of an associated budget amendment.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: This project will undertake watershed scale planning resulting in the production of basin plans that identify and inventory ecologically important lands within the basin. Additionally, the effort will provide education and stewardship direction to basin residents, and direct collaborating natural resources management agencies and special interest groups as to what type of management actions to apply (stormwater infiltration, pollution reduction, habitat improvement, forest cover and critical area protection, soil development, etc.) and where to apply them. This work will enhance decision-making for the City and partner agencies and organizations, and will also assistwith meeting the watershed planning requirements of the City's National Pollution Discharge Elimination System (NPDES) permit.

The City received an email from the DOE stating that the Springbrook Creek and Manzanita Creek Watershed Planning has been selected for funding by the Stormwater Strategic Initiative Advisory Team (SIAT) in the amount of $200,000. See attached email.

Upon Council approval, a proposed budget amendment in the amount of $200,000 from the stormwater fund will be included in the second quarter budget adjustment reporting for 2020.

ATTACHMENTS:

2018 NTA Watershed Planning Email.pdf

FISCAL DETAILS: There will need to be a Budget Amendment in the amount of $200,000 from the stormwater fund. This expense will be 100% revenue supported by the Department of Ecology (DOE) grant.

Fund Name(s): SSWM Fund

Coding:

Christian Berg

From: Donahue, Justin (ECY) <JUSD461@ECY.WA.GOV>
Sent: Friday, June 12, 2020 4:32 PM
To: Christian Berg
Subject: Springbrook Creek and Manzanita Creek Watershed Planning
Attachments: 2020 NEP SOW Template_2020_01_09.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

First off let me introduce myself, I am the Project and Financial Manager for the National Estuary Program (NEP) Stormwater team at the Department of Ecology. This email is to inform your NTA 2018-0825 has been selected for funding by the Stormwater Strategic Initiative Advisory Team (SIAT), and there is an extremely high likelihood that your project "Springbrook Creek and Manzanita Creek Watershed Planning" will be awarded $200,000.

I will be your primary contact throughout the project, and we will work together to ensure the project moves smoothly and all reporting is completed on time. This is our last round of funding under the current Agreement with EPA and therefore this project is on a strict timeline. We must have the projects completed by the end of December in 2022. Therefore it is in all of our best interest to get the project running as soon as possible.

The first step is to complete the Statement of Work (SOW) which is attached here. If you feel comfortable doing so, please feel free to begin completing the SOW. I would be happy to answer any questions you may have and help you fit your project into the SOW template.

Congratulations on being selected for funding, I look forward to working with you throughout the project. Please let me know if you do not wish to be awarded funding so that we may adjust. I would be happy to answer any questions that you may have at this time.

Bests,

Justin Donahue
Department of Ecology
Water Quality Program
NEP Stormwater Financial Manager
P.O. Box 47600
Olympia, WA 98504-7600
~~Phone (360) 407-7671~~
Cell (509) 951-0503

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Chlorine Generator Upgrades Professional Services Agreement - Public Works,

SUMMARY: Consideration of the attached professional services agreement for design and construction support services with RH2 Engineering to replace three on-site sodium hypochlorite generation systems (OSHG) within the Winslow Water System.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:	
Amount:	$82,906
Ongoing Cost:	
One-Time Cost:	$82,906
Included in Current Budget?	Yes

BACKGROUND: The Winslow Water System has on-site sodium hypochlorite generation systems (OSHG) that provide disinfection at each pump station located at Fletcher Bay, Sands Avenue, and Head of the Bay. All three OSHG have exceeded their life expectancy and require replacement to maintain reliable operations. City staff followed Section 7 of the City Procurement Policy selecting RH2 Engineering, Inc. as the most qualified consultant for this work. Staff negotiated a scope of work to provide design and construction support services for all three OSHG.

Future bid and pump station installation is anticipated to occur the latter part of 2020 to early 2021.

ATTACHMENTS:

PSA with RH2 Engineering, Inc.

Attachment C to PSA with RH@ Engineering, Inc.

FISCAL DETAILS: There is $250,000 in the Water capital fund for this expense. No expenditures have been incurred to date.

Fund Name(s): Water Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and RH2 Engineering, Inc., a Washington State corporation, ("Consultant").

WHEREAS, the City needs professional services in connection with design and construction services for three on-site sodium hypochlorite generation system upgrades within the Winslow Water System; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2021, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Eighty-Two Thousand Nine Hundred Six dollars ($82,906.00);

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant:
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
Attention: Dan Mahlum, PE

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

RH2 ENGINEERING, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

ATTACHMENT B
SCOPE OF SERVICES

Overview

The City of Bainbridge Island (City) owns and operates the Winslow Water System, which is regulated by the Washington State Department of Health (DOH). The Winslow Water System is a Group A system that has three primary well sites with chlorine generators that include Fletcher Bay, Head of the Bay, and Sands. The City installed 36 pounds per day DeNora ClorTec on-site sodium hypochlorite generation (OSHG) systems at each of these three sites over 10 years ago and they are due for replacement. The Fletcher Bay and Sands well sites have space limitations, and the existing OSHG systems were installed as a modular wall mount type system. The Head of the Bay well site has a skid mount OSHG system.

The City proceeded with a consultant selection process to design and implement OSHG upgrades for the three sites. The Consultant was selected to provide the professional engineering services to complete the preliminary design, design, and construction services for the proposed improvements.

This Scope of Work's tasks include:

- **Task 1 – Preliminary Design**
- **Task 2 – Final Design**
- **Task 3 – Services During Construction**

A scope of work and fee estimate for the following tasks will be developed at a later date and may be incorporated into this Agreement through an amendment executed by both parties. .

- **Task 4 – SCADA System Modifications**

Approach

This scope of work is separated into five components where applicable:

1. **Tasks:** items of work that will be completed by the Consultant.
2. **Receivables:** elements that will be provided by the City to the Consultant.
3. **Assumptions:** assumptions used to develop each task.
4. **Deliverables:** finished product(s) that will be delivered to the City in the manner specified in this scope of services; and
5. **Payment:** payment for services provided under each task.

Task 1 – **Preliminary Design**

Objective: Prepare a technical memorandum summarizing the conceptual OSHG design criteria, initial equipment selections, and mechanical and electrical facility improvements.

Approach:

1.1 Perform a Limited Condition Assessment: Perform a technical site visit. Review the existing layout and photos of the three (3) OSHG system sites to conceptualize mechanical and electrical design improvements for OSHG system replacement. Identify existing OSHG system components to be demolished or reused. Review chlorination operational records to verify OSHG system sizing. Prior to the site visit the City shall provide the Consultant vendor equipment proposals for the OSHG equipment. The City and the Consultant shall discuss and evaluate proposals during the site visit.

1.2 Coordinate with DOH: Coordinate with DOH regarding its expectations for documenting the OSHG improvements. It is assumed that a formal Project Report submittal to DOH based on applicable Washington Administrative Code (WAC) requirements is not required. If additional DOH coordination and submittals are required, then a contract amendment will be mutually negotiated at that time for additional services.

1.3 Prepare OSHG Improvements Technical Memorandum: Prepare a draft technical memorandum describing the proposed OSHG improvements and related design considerations. The technical memorandum will document the project background and objectives, mechanical retrofit improvements, electrical improvements, OSHG equipment selection process, OSHG equipment selection justification and basis of design, and telemetry and supervisory control and data acquisition (SCADA) upgrades. Perform internal quality assurance and quality control (QA/QC) review and submit the draft technical memorandum to the City for review and comment. Prepare meeting agenda and attend one (1) conference call meeting with the City to review and discuss DOH's initial feedback, the City's comments on the draft technical memorandum, and the OSHG improvements. Prepare meeting minutes. Finalize technical memorandum based on City feedback.

Assumptions:

- It is assumed that the Consultant will not assist with any permitting tasks and that no other permits are required outside of construction permits to be obtained by the contractor.
- The City will provide access to the hard copy data, plans, manuals, etc. required for this project. The Consultant will collect the information and make appropriate copies as needed and return them to the City.
- It is assumed that the City will prepare, complete a request for information and rating system to evaluate OSHG equipment.
- The Consultant will rely on the accuracy and completeness of information, data, and materials generated or provided by the City or others in relation to this Scope of Work.
- All deliverables will be provided in electronic (PDF) format unless otherwise noted.

Receivables (Provided by City):

- Access to existing chlorination facilities during site visit.

- Develop a Request for Information regarding OSHG equipment and coordination with equipment vendors for system proposals.
- OSHG equipment proposals and rating system.
- The latest twelve (12) months of existing chlorination process data for each facility.
- Attendance at draft OSHG improvements technical memorandum review meeting.
- Written review comments on draft OSHG improvements technical memorandum.

Deliverables (Provided by Consultant):

- List of OSHG equipment vendors.
- Site visit to review existing infrastructure.
- Draft OSHG improvements technical memorandum to include information on equipment selection equipment selection and identify one OSHG system selected as the basis of design.
- Attendance at draft OSHG improvements technical memorandum meeting.
- OSHG improvements technical memorandum meeting agenda and minutes.
- Final OSHG improvements technical memorandum.

Task 1 Payment: Hourly, in accordance with the rates specified in **Attachment C**, but not to exceed a total of $13,227.

Task 2 – **Final Design**

Objective: Prepare plan and specification documents required for a public works bid. Provide plans, specifications, and cost estimate at the 90-percent milestone for review and feedback. Finalize documents into a public works bid package.

Approach and Assumptions:

2.1 Prepare Mechanical Design: Prepare mechanical drawings for each of the three (3) sites showing demolition of existing piping and equipment and proposed OSHG equipment installation.

2.2 Prepare Electrical and Telemetry Design: Prepare electrical, instrumentation, and control design for each of the three (3) sites showing power, control, and signal connections required for the proposed OSHG equipment. The Consultant and subconsultant will prepare the control system block diagrams and Division 17 technical specifications for the control system improvements for the Consultant to incorporate into the technical specifications.

2.3 Prepare Technical Specifications: Develop technical specifications. Prepare Division 1 (general) through Division 18 (measurement and payment) of the technical specifications. It is assumed that the front-end contract will be provided and prepared by the City, based upon modified Construction Specification Institute (CSI) specifications. It is assumed that the Consultant will provide a draft technical specification in CSI format for the City to review.

2.4 Prepare Engineer's Opinion of Probable Construction Cost: Prepare engineer's opinion of probable construction cost (OPCC) based on 90-percent design documents.

2.5 Submit 90-Percent Design Documents to City: Submit the 90-percent design plans, technical specifications, and OPCC to the City. Prepare meeting agenda and attend one (1) conference call meeting with the City to discuss 90-percent review comments. Prepare meeting minutes.

2.6 Perform Internal QA/QC: Perform internal QA/QC review of the 90-percent design plans and specifications.

2.7 Finalize Plans and Coordinate with City on Public Works Bid Package: Incorporate 90-percent review comments into the plans. Provide up to ten (10) hours of support time to the City during preparation of the public works bid package and final OPCC. It is assumed that the City is handling the public works bidding and that the Consultant will not assist. If the City requires additional support during the bidding phase, then a contract amendment will be mutually negotiated at that time for additional services.

Receivables (Provided by City):

- Attendance at the 90-percent design review meetings.
- Written review comments on the 90-percent design documents.
- Finalization of the front-end non-technical specifications.
- Finalization of the Public Works Bid Package and project advertisement.

Deliverables (Provided by Consultant):

- 90-percent design plans, technical specifications, and OPCC estimate.
- Attendance at 90-percent design review meetings.
- 90-percent design review meeting agenda and minutes.
- Final plans, technical specifications, and OPCC estimate.
- Final plans in AutoCAD and PDF formats.

Task 2 Payment: Hourly, in accordance with the rates specified in **Attachment C**, but not to exceed a total of $60,681.

Task 3 – Services During Construction

Objective: Provide professional services to the City during construction.

Approach and Assumptions:

3.1 Provide Construction Consultation and Document Review: Review shop drawings and catalog submittals of items requested in the technical specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and reviewed catalog submittal. This subtask assumes that the Consultant will provide up to twenty (20) hours of construction contract administrative support services by email and phone correspondence only. Services will include regular communications and coordination between Consultant and the City/contractor staff during construction, identifying upcoming technical issues/needs, as well as the scheduling, coordination, and administration of Consultant staff and resources. It is assumed that the City will be primarily responsible for construction contract administration and processing contractor pay requests.

3.2 Assist in Startup, Testing, and Project Closeout: Coordinate with the contractor, the City, and manufacturer representative of the OSHG system for the scheduled testing and startup activities. This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturer's representative, and review of the tests and corrections. During startup, observe construction, document activities, and coordinate with the contractor per their compliance with the plans and specifications. Notify the contractor and the City of work that has not been completed by the contractor and discuss contractor rectification. It is assumed that the Consultant is not responsible for site safety or directing the contractor in their work. Attend final on-site walkthrough with City staff and prepare a letter of recommendation for project acceptance for the City. This subtask assumes that the Consultant will provide up to twenty-four (24) hours of construction support during testing and startup.

Provided by City:

- Final completion and closeout of project with the contractor.

Consultant Deliverables:

- Submittal and shop drawings review and documentation.
- Construction observation and correspondence with the City and the contractor, as requested, within the budgeted hours authorized. Construction observations reports from site visits.
- Attendance at startup and final on-site walkthrough.
- Letter recommending project acceptance.

Task 3 Payment: Hourly, in accordance with the rates specified in **Attachment C**, but not to exceed a total of $8,998

Consultant's Hourly Rates:

See **Attachment C**.

Schedule:

Task 1 Completion: September 15, 2020
Task 2 Completion: October 30, 2020
Task 3 Completion: May 1, 2021

ATTACHMENT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	$149	$/hr
Professional II	$163	$/hr
Professional III	$179	$/hr
Professional IV	$191	$/hr
Professional V	$206	$/hr
Professional VI	$219	$/hr
Professional VII	$238	$/hr
Professional VIII	$244	$/hr
Professional IX	$244	$/hr
Control Specialist I	$135	$/hr
Control Specialist II	$147	$/hr
Control Specialist III	$161	$/hr
Control Specialist IV	$174	$/hr
Control Specialist V	$185	$/hr
Control Specialist VI	$198	$/hr
Control Specialist VII	$214	$/hr
Control Specialist VIII	$222	$/hr
Technician I	$112	$/hr
Technician II	$122	$/hr
Technician III	$139	$/hr
Technician IV	$150	$/hr
Technician V	$163	$/hr
Technician VI	$179	$/hr
Technician VII	$194	$/hr
Technician VIII	$204	$/hr
Administrative I	$74	$/hr
Administrative II	$86	$/hr
Administrative III	$103	$/hr
Administrative IV	$122	$/hr
Administrative V	$140	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Bainbridge Parks Foundation Bench Donations - Public Works,

SUMMARY: The Bainbridge Parks Foundation desires to donate two benches, to be placed along the Sound to Olympics Trail in honor of the Rotary Club of Bainbridge Island and the Bainbridge Island Parks Foundation.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The City and the Bainbridge Parks Foundation have agreed to place two benches along the Sound to Olympics Trail. A plaque will be affixed on or near each bench. One will have wording, “This bench kindly funded by the Rotary Club of Bainbridge Island” and the other will have wording “This bench kindly funded by the Friends of the Sound to Olympics Trail Fund through Bainbridge Island Parks Foundation.” See Attachment B for the proposed locations of the benches.

See attached Agreement and attachments for bench descriptions and location placement.

ATTACHMENTS:

Bench Donation Agreement.docx

Attachment A Bench description.pdf

Attachment B Bench locations.pdf

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

DONATION AGREEMENT

THIS DONATION AGREEMENT, entered into this ____ day of _____, 2020 (this "Agreement"), is by and between the City of Bainbridge Island, a Washington municipal corporation (the "City"), and the Bainbridge Parks Foundation, a Washington nonprofit corporation.

WHEREAS, the Donor and the City recognize the importance of public facilities and amenities; and

WHEREAS, the Donor has offered to donate benches to encourage recreational use of the Sound to Olympics Trail.

NOW, THEREFORE, the City and the Donor, for the consideration and under the conditions and obligations described below, agree as follows:

Section 1. The donation, which consists of two benches, is donated in its entirety to the citizens of Bainbridge Island to be hereafter owned by the City and managed on behalf of the citizens by the Department of Public Works.

Section 2. **Description**: The item is the Neoliviano model bench from Landscape Forms, as shown in Attachment A.

Space or Facility: Sound to Olympics Trail.

Location: Placed in two locations previously planned for benches, as depicted in Attachment B.

Additional information: A plaque will be affixed on or near each bench. One will have wording, "*This bench kindly funded by the Rotary Club of Bainbridge Island*" and the other will have wording "*This bench kindly funded by the Friends of the Sound to Olympics Trail Fund through Bainbridge Island Parks Foundation*."

Section 3. The initial term of this Agreement shall be five years from the date of this Agreement (the "Initial Term"). At the end of the Initial Term, the City may treat the Donation as it would any other City property similar in nature and may move, remove, and/or retire the Donation.

Section 4. The City shall be responsible for maintenance of the Donation, including any reasonable repairs, and will have the discretion to not replace and/or repair the Donation if it is deemed damaged beyond reasonable repair and/or replacement, suffers repeated vandalism, and/or expires prior to the end of Initial Term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF BAINBRIDGE ISLAND

By:_____

Morgan Smith, City Manager

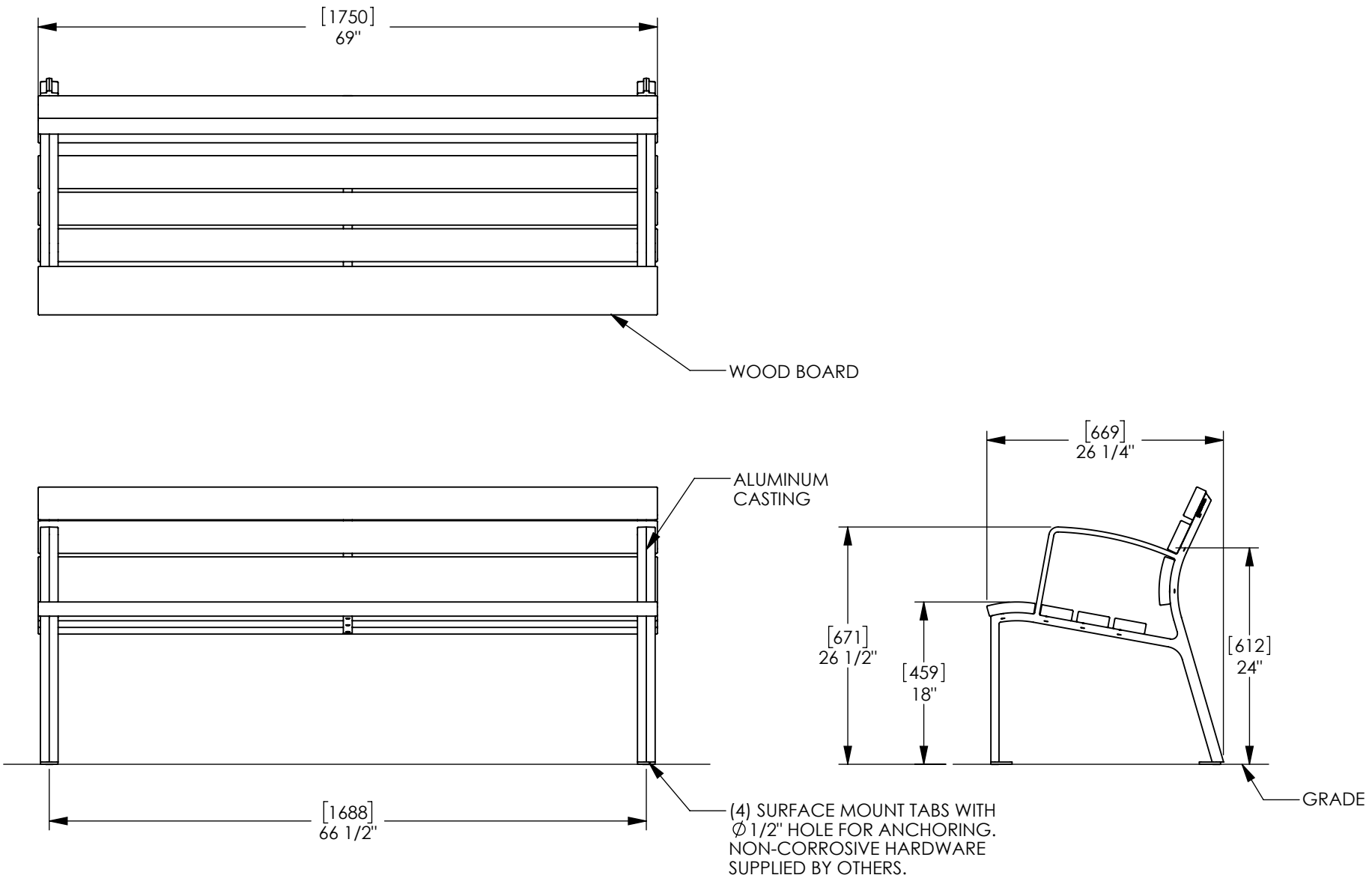
DONOR

By:_____

Bainbridge Parks Foundation
221 Winslow Way West, Suite 104
Bainbridge Island, WA 98110

neoliviano

A light and lyrical bench with arms. Strong and versatile, for public and private spaces.



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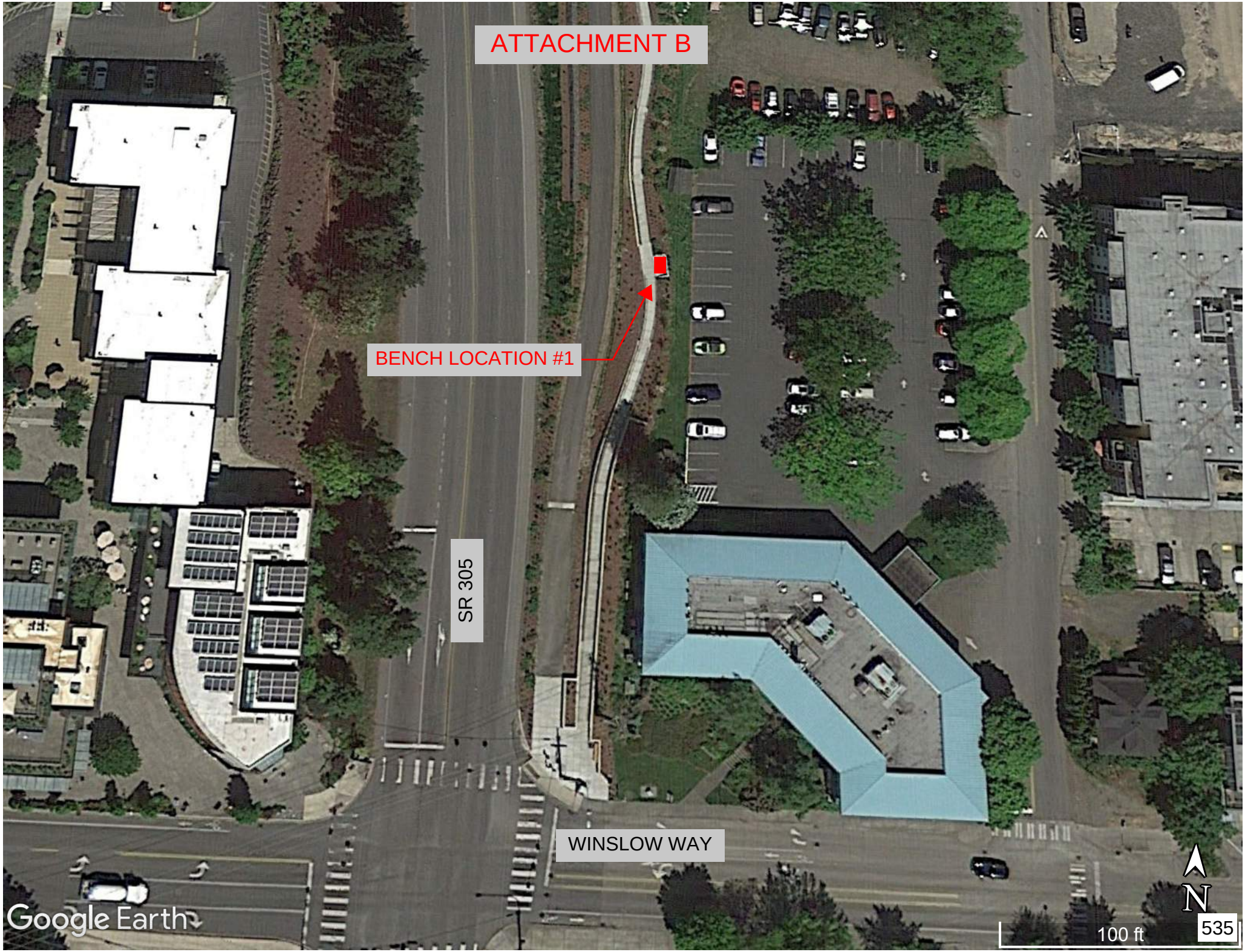
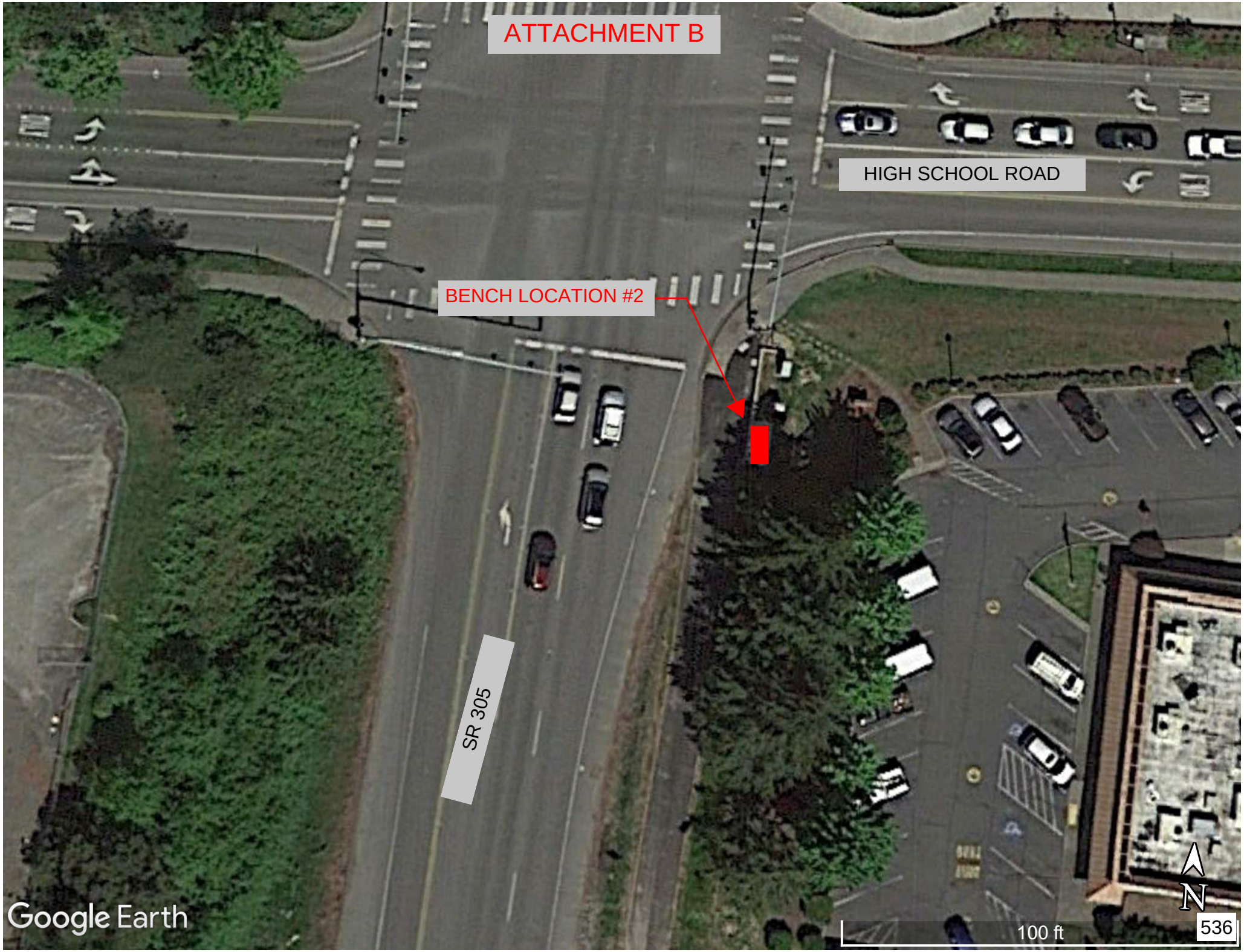

ATTACHMENT B
BENCH LOCATION #1
SR 305
WINSLOW WAY
Google Earth
N
100 ft
535


ATTACHMENT B
HIGH SCHOOL ROAD
BENCH LOCATION #2
SR 305
Google Earth
100 ft
N
536

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Ordinance 2020-03 "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC - Planning,

SUMMARY:
Through 2010 and 2011, the Department of Planning and Community Development (PCD) worked on the Land Use Code Update project to correct, clarify, and reorganize the City's land use codes. Since 2012, City planning staff kept a log of clarifications in the "newly" reorganized code that should be processed through a cleanup or "housekeeping" ordinance. Examples of clarifications needed include missing or outdated references or terminology.

Additionally, PCD staff, in coordination with the City Attorney's office, have identified areas of the development code (Chapters 2.14, 2.16, and various provisions in Title 18 BIMC) that should be clarified, updated, or otherwise revised. The attached Title 2 and Title 18 Summary Tables are provided to explain each modification or correction by section.

Ordinance No. 2020-03 (formerly Ordinance No. 2019-33) makes the updates and clarifications throughout the development code. Exhibit A contains Title 2 (Administration) changes, Exhibit B amends BIMC 18.09.020 (Use Table) to add the new use ("temporary construction staging"), and Exhibit C contains additional changes to Title 18 Zoning.

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

RECOMMENDED MOTION:
Approve with the Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

The Department of Planning and Community Development staff and the City Attorney's office have identified text in the development code (Chapters 2.14, 2.16, and Title 18 BIMC) that should be clarified, updated, or

otherwise revised. In addition to such revisions, Ordinance No. 2020-03 adds a new use, "temporary construction staging," including a definition (BIMC 18.36.030; see EXHIBIT C) and use specific standards (BIMC 18.09.030.J.; see EXHIBIT C). The proposed updates were considered by the Planning Commission at their March 28, April 25, May 23, June 27, and October 10 and 24, 2019 meetings. After closing the public hearing on the draft ordinance on October 24, 2019, the Planning Commission made a recommendation of approval to the City Council related to these housekeeping changes, via Ordinance No. 2019-33 (now Ordinance No. 2020-03). See attached Planning Commission minutes.

ATTACHMENTS:

July 14 Staff Memo for Housekeeping Ordinance

Title 2 Changes Summary Table

Title 18 Changes Summary Table

Ordinance No. 2020-03

Exhibit A Title 2 Housekeeping Changes

Exhibit B BIMC 18.09.020 Use Table Excerpt Temporary Uses

Exhibit C Title 18 Housekeeping Changes

PLANNING COMMISSION MINUTES 102419

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: July 9, 2020

To: City Manager
City Council

From: Jennifer Sutton, AICP
Senior Planner

Subject: Ordinance No. 2020-03 (formerly 2019-33): "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 of the Bainbridge Island Municipal Code

I. BACKGROUND

Through 2010 and 2011, the Department of Planning and Community Development worked on the *Land Use Code Update* project to correct, clarify, and reorganize the City's land use codes. That work culminated in the passage of Ordinance No. 2011-02 which took effect on January 1, 2012. The following Chapters and Titles were updated and reorganized through that ordinance:

- Chapter 2.14 *Land Use Approval Bodies*
- Chapter 2.16 *Land Use Review Procedures*
- Title 17 *Subdivisions And Boundary Line Adjustments*
- Title 18 *Zoning*

Since 2012, City planning staff kept a log of clarifications in the "newly" reorganized code that should be processed through a cleanup or "Housekeeping" ordinance. Examples of clarifications needed include missing or outdated references or terminology. This legislative effort has been bumped off of the department's work plan, as other ordinances took priority over the last six years, so in 2019, the department began working on this overdue work plan item.

The Department of Planning and Community Development staff, in coordination with the City Attorney's office, have identified areas of the development code (Chapters 2.14, 2.16, and various provisions in Title 18 BIMC) that should be clarified, updated, or otherwise revised. The attached Title 2 and Title 18 Summary Tables are provided to explain each modification or correction by section.

The Council discussed this item during the *Future Council Agenda* section of multiple Council meetings. Councilmember Hytopoulos requested that the Planning Commission recommendation be included and the changes be explained. Councilmember Carr inquired as to whether some of the changes proposed should be excluded due to other legislative work that is being done related to affordable housing. Staff reviewed the ordinance proposal with that information and has included Summary Tables to explain the impetus for each change, summarized the Planning Commission review below, and included the meeting

minutes of their final review and recommendation (from October 24, 2019). Staff does not believe that any of the revisions will compete or conflict with other legislative efforts.

In addition to such revisions, Ordinance No. 2020-03 adds a new use, "temporary construction staging," including a definition (BIMC 18.36.030, see below and page 11 EXHIBIT C) and use specific standards and temporary permit requirements (BIMC 18.09.030.J., pages 1-2 EXHIBIT C). "Temporary construction staging" is a use when construction staging (i.e., vehicles, materials) is needed on private property that is NOT under development and/or outside of the City right-of-way. The absence of this use was discovered during the City construction of the Sound-to-Olympics trail. City staff proposes to add the use to the use table, define the use, and proposes new use specific standards.

XX. NEW USE/DEFINITION "Temporary Construction Staging" means an area on a property that is not under construction where construction related equipment, small temporary buildings, vehicles, or materials are stored during a private or public construction project. Temporary Construction Staging is located outside of the city right-of-way on individual properties, and may be permitted when there is no available space on a construction site for staging.

All code changes are highlighted in the exhibits to Ordinance No. 2020-03 with this agenda item to make them easier to identify in the documents.

II. PLANNING COMMISSION REVIEW

The Planning Commission considered these changes at their March 28, April 25, May 23, June 27, and October 10 and 24, 2019 meetings. After closing the public hearing on October 24, 2019, the Commission made a final recommendation to the City Council on these housekeeping changes, which are set forth in Ordinance No. 2019-33 (now Ordinance No. 2020-03). Also attached with this agenda item are the minutes from the Planning Commission's October 24, 2019 meeting.

Ordinance No. 2020-03 originally included clarifying changes to terminology related to subdivision "alteration", "modification", and "amendment". These similar terms are used in specific ways in State law, and City staff proposed changes to the BIMC to ensure more consistency with State law. These changes were pulled from the larger "housekeeping" ordinance because of the need for additional legal and staff review. Staff anticipates a separate ordinance to address these topics later this year or early next year.

Summary of Title 2 Housekeeping & Clarification Code Updates

Code Section	Explanation of Modification or Correction
2.14.020	Pages 1-4; Corrections to Planning Commission Chapter to clarify rules for subcommittees, and to make the voting consistent with *Robert's Rules of Order*.
2.14.030	Page 4; Requested by Legal: Subsection 2.14.030.C.2.b updated related to Hearing Examiner (HEX) *Rules of Procedure.*
Table 2.16.010-1	Pages 6-7; Update Tree Removal Permit Title, delete repealed Vegetation Management Permit.
2.16.020.M	Pages 9-12 General cleanup and clarification throughout noticing section.
2.16.020.R	Pages 13, 15; Legal: Subsection 2.16.020.R.1.c updated related to Hearing Examiner *Rules of Procedure* and subsection R.2 is clarified.
2.16.030	Pages 15-17 Update Administrative Review Applicability section to reflect that CAO and SMP permit procedures are now located in Chapter 2.16, as is site plan and design review. Deleted outdated flowchart. Each permit section has its own flowchart.
2.16.060.B.1	Page 18; Clarifying updates, including moving a section of *Purpose* into the *Applicability* section. Clarify minor variances applicability section.
2.16.100	Pages 21-22; Legal: Quasi-judicial review by Hearing Examiner Chapter: 2.16.100.C.4,C.6, C.7 & C.9 updated related to HEX *Rules of Procedure.*
2.16.165.E.2.f	Page 24; Shoreline Exemption section references the same section of WAC twice- 2nd reference deleted
2.16.165.F.1	Page 24, Revise SSDP section to reference the fair market value established in WAC 173-27-040; this value is adjusted for inflation every five-years, with the last in 2017.
2.16.165.F.4	Page 26; Clarification to describe how SSDP decisions get filed with WA State Dept. of Ecology and State Attorney General
2.16.165.H.3	Pages 29; Typo: This is the Shoreline CUP section, but it references shoreline variances

Summary of Title 18 *Zoning* Housekeeping & Clarification Code Updates

Code Section	Suggested Edit, Correction
18.09.030.B	Page 1: 18.09.030.B 3. Added clarification that development shall meet standards that apply as described in Title 18, which includes performance standards and design guidelines.
18.09.030.D.7.c	Page 1: Updated for consistency with 2018 Business/Industrial Ordinance 2018-13 when professional services definition modified, and professional services changes to Permitted (from Conditional) in the B/I zone.
Table 18.09.020 18.09.030.J.2 & 18.36.030	Exhibit B & Exhibit C (Pages 1-2, 11): Added new Use "temporary construction staging" and adding to the permitted use table, use specific standards and definitions (see memo for more information)
18.12.020	Pages 3-6: Tables 18.12.020—1-3 Changed header for Maximum Building & Structure Height to accurately reflect that structures are also regulated in this section
18.12.020	Page 4: Table 18.12.020—Tables 1-3 Reference to BIMC 18.12.030.F should be BIMC 16.12.040.I.h
18.12.020	Page 6: Table 18.12.020-3 Footnote 6 re: Clarify current building height incentive for underbuilding and underground parking by referencing building instead of ~~building footprint~~. This is because the term "building footprint" (see BIMC 18.12.050.B) does not include any part of a building below ground e.g. underground parking garage, so using the term "building" makes more sense for this incentive. See related note below on *FAR.*
18.12.040	Page 7:Table 18.12.040 Error: Code intended to provide an exception for overhead and underground accessory utilities like power, water, telephone or sewer lines, not above ground utilities such as propane tanks.
18.12.040	Page 7: Table 18.12.040 Error: Code intended to exclude rockeries less than 4 ft in height allowed in setback, but rather required that walls under 4 feet need a Qualified geotechnical engineer determination and city concurrence, that it is necessary for slope stabilization
18.12.050.G	Page 9: 18.12.050 G.: Clarify definition of Floor Area Ratio (FAR) by referencing occupiable space instead of ~~building footprint~~. This is because the term "building footprint" (see BIMC 18.12.050.B) does not include any part of a building below ground e.g. underground parking garage, so using the term "occupiable space" makes more sense for this regulation, that describes that of parking located underneath a building are not counted in floor area ratio calculations. Two examples of when this clarification of current practice would be: 1) a parking garage that was underneath the building, or 2) a townhouse garage that takes up most of the first floor of a townhouse.
18.12.050.I	Page 9: Error: At end of description of "Grade" update WAC reference: should read WAC 173-27-030(3), rather than 173-14-030.
18.15.020	Page 9: Table 18.15.020-2 Error: Code did not provide a minimum parking requirement missing for commercial and nonresidential in the Madison, Ericksen and Gateway districts
18.36.030	Page 10: Legal: Introductory sentence added to clarify that the definitions in this section apply to land use permits outlined in Title 2.

Code Section	Suggested Edit, Correction
18.36.030.5	Page 10: Clarification: 18.36.030.5 Accessory Ag Retail, Minor (b) does not conduct more than 4 <u>non-agricultural</u> special events added to ensure that farms do not become de facto full-time event spaces without going through required additional land use permitting.
18.36.030.6	Page 10: Clarification:18.36.030.6 Accessory Ag Tourism. Make clear that overnight stays are not accessory agricultural tourism. Other types of lodging (bed and breakfasts, inns and hotels) have their own regulations in the BIMC and those regulations should be applied to all properties, not just non-farm properties.
18.36.030	Pages 10: Added definition for “adjacent” not just “adjoining” and “abutting” to avoid confusion of terms. Proposed definition of “adjacent” from SMP, BIMC 16.12.080.
18.36.030	Page 10: Added definition for “Commercial/Residential Mixed Use” because Mixed Use development is listed separately on BIMC Table 18.09.020 Use Table
18.36.030	Page 10: Clarification:69. Definition of “day care” needs clarification that before and after school care is different than a day care and has been treated as an educational use in Dept. of Planning and Community Development administrative interpretation.
18.36.030	Page 10: 165. Removed the word lot from the definition of “Motor vehicle sales” because it means any land or buildings used primarily for the sale of new or used motor vehicles fit for transportation, not just the property.
18.36.030	Page 10-11: 188. Amended to reflect street name “Parfitt-Waterfront area” is defined as that area south of the boundary created by the following parcels and streets; starting at the northern property line of 272502-4-1130-2000; proceeding eastward along ~~Blue~~ <u>Bjune</u> Drive to its western intersection with Brien Drive; proceeding eastward along Brien Drive to its intersection with Bjune and Shannon Drives; and proceeding southward along Shannon Drive to the south property line of 4114-005-001-0003; and proceeding eastward to Winslow Ravine.
18.36.030.192	Page 11: Clarification: Add “camping” to definition of Parks, active recreation. Currently “camping” is not listed as example of uses in either definition of Parks (passive recreation) or Parks (active recreation).
18.09 & 18.36	Page 11: NEW USE/DEFINITION “temporary construction staging “and adding to the permitted use table, use specific standards and definitions. See staff memo.

ORDINANCE NO. 2020-03
(Formerly Draft Ordinance No. 2019-33)

AN ORDINANCE of the City of Bainbridge Island, Washington, related to updating and clarifying land use regulations, revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 of the Bainbridge Island Municipal Code.

WHEREAS, City staff have compiled a set of changes to land use regulations of the Bainbridge Island Municipal Code ("BIMC") to update and clarify certain provisions; and

WHEREAS, this includes adding a new use, "temporary construction staging," including new use specific standards; and

WHEREAS, the changes were organized into BIMC *Title 2* and *Title 18* changes, and the Planning Commission considered the proposed changes on March 28, April 25, May 23, June 27, and October 10, 2019; and

WHEREAS, the Planning Commission held a public hearing on this ordinance, Ordinance No. 2019-33 (now Ordinance No. 2020-03), on October 24, 2019, and after closing the public hearing, made a recommendation of approval of Ordinance No. 2019-33 to the City Council; and

WHEREAS, notice was given on November 8, 2019, to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

WHEREAS, the City Council considered this ordinance at its meeting on July 14, 2020; and

WHEREAS, the City Council considered Ordinance No. 2020-03 further on July 28, 2020.

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

Section 1. Chapters 2.14 and 2.16 of the Bainbridge Island Municipal Code are hereby amended as shown in Exhibit A.

Section 2. Table 18.09.020, *Use Table,* of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit B.

Section 3. Chapters 18.09, 18.12, 18.15, and 18.36 of the Bainbridge Island Municipal Code are hereby amended as shown in Exhibit C.

Section 4. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall take effect and be in force five (5) days after its passage, approval, and publication as required by law.

PASSED by the City Council this ___ day of _____, 2020.

APPROVED by the Mayor this ___ day of _____, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 9, 2020
PASSED BY THE CITY COUNCIL:	_____, 2020
PUBLISHED:	_____, 2020
EFFECTIVE DATE:	_____, 2020
ORDINANCE NUMBER:	2020-03

2.14.020 Planning commission.

A. Purpose and Role of the Planning Commission. The Bainbridge Island planning commission serves as an advisory body to the city council, and provides recommendations to the director of planning, the hearing examiner and/or the city council. The commission's role is to consider legislative, as well as quasi-judicial matters, depending upon the action before it. Pursuant to Chapter 35A.63 RCW, the commission has primary responsibility for preparing, reviewing and updating the comprehensive plan.

B. Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;

2. 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;

3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;

4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;

6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, 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;

7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

8. Create the planning commission agenda prior to its publication in consultation with the director.

C. Composition – Appointments – Terms – Residency – Chairpersons.

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

2. All members shall serve without compensation for three-year terms, which begin on July 1st and end on June 30th three years later. Members shall be appointed to a position number, and the terms are to be staggered, with no more than three positions expiring in any given year. Members may be reappointed to additional terms. No member shall serve more than three consecutive terms on the commission unless the city council determines that special expertise is required or there are no other qualified applicants.

3. The officers of the commission shall consist of a chairperson and a vice chairperson elected by the members of the commission for a one-year term. The election of officers shall take place at the first meeting of the year. In the event of the vacancy of the chair, the chairperson would be replaced by the vice chairperson, and the vice chairperson would be replaced by a vote of the members of the commission. Demotion of the chairperson or vice chairperson shall be governed by Chapter 2.01 BIMC.

4. The chairperson shall preside over meetings of the commission and may exercise all the powers usually incident to the office. Duties of the chairperson shall include, but not be limited to, committees of the whole, handling meeting items and discussion, conflict of interest, suspension of meetings, timing or discussion of issues, and clarification of issues and questions. The chairperson shall sign all approved commission minutes, reports or other official documents.

5. In the absence of the chairperson, the vice chairperson shall perform all the duties incumbent upon the chairperson. The chairperson and the vice chairperson both being absent, the members present may elect for the meeting a temporary chairperson who shall have the full powers of the chairperson during the absence of the chairperson and the vice chairperson.

6. The ~~chair~~ Planning Commission shall have full power to create subcommittees that would include up to three commissioners. Standing or temporary committees may be charged with such duties, examinations, investigations and inquiries relative to one or more subjects of interest to the commission. ~~No committee shall have the power to commit the commission to the endorsement of any plan or program without the approval of a quorum of the commission.~~

D. Removal and Resignation.

1. The removal and resignation of members appointed to the commission shall be governed by Chapter 2.01 BIMC.

2. Any unexpired term of a vacant office shall be filled by a qualified person appointed by the mayor and confirmed by the city council in accordance with the city's appointment cycle.

E. Meetings.

1. The planning commission shall meet on the second and fourth Thursday of each month and may hold such special meetings as the planning commission may determine necessary. All regularly scheduled meetings shall begin at 7:00 p.m. and shall endeavor to adjourn by 9:00 p.m.; provided, that the hours of a regular meeting may be modified for exceptional purposes, as determined by the chairperson.

2. Planning commission meetings shall be held at the city of Bainbridge Island City Hall. Under special circumstances, regular and special meetings and retreats may be held in other locations as publicly noticed.

3. The planning commission shall give public notice of its meetings as provided by law. Notice for a public hearing shall be provided at least 10 days in advance of said hearing.

4. All meetings of the planning commission shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 42.30 RCW). In the event a regular meeting falls upon a legal holiday, the meeting shall be held on the following business day.

5. All meetings shall be conducted according to Robert's Rules of Order.

6. The planning commission shall review and approve rules of procedure and code of conduct annually.

F. Quorum and Voting.

1. A simple majority of the appointed members shall constitute a quorum for the transaction of business.

~~2. The chairperson shall be entitled to vote on a matter when it is necessary to break a tie or to make a quorum.~~

2 ~~3~~. When a commissioner has stepped down because of a potential conflict of interest, he or she shall not be counted for purposes of establishing a quorum during considerations undertaken while he or she is not sitting with the commission.

G. Public Meetings and Hearings. The planning commission will consider land use applications at a public meeting and shall recommend approval, approval with conditions, or denial of an application. For legislative decisions, the planning commission will hold a public hearing and shall recommend approval, approval with conditions, or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria of this code, the comprehensive plan, all other applicable law, any necessary documents and approvals, and any testimony presented verbally or in writing at the public meeting. If the applicable criteria are not met, the planning commission shall recommend the proposal be subject to conditions or denied. A planning commission recommendation is not a final decision and is not subject to appeal. The planning commission's written recommendation and other documents upon which its decision is based shall be immediately transmitted to the director, the city council, and/or the hearing examiner, as applicable.

H. Public Records. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary and approved and signed at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the planning commission, and shall include findings of fact and conclusions where applicable to support the planning commission's recommendation. The meeting minutes shall be posted on the city's web site.

I. Consultants. Upon approval of the city council, the planning commission may recommend the retention of a planning consultant who assists the planning commission in its deliberations. The consultant shall be hired by the city.

J. Conflict of Interest. Planning commission members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment. If a planning commission member has a financial interest in or is an applicant, or if a planning commission member is a paid or unpaid advocate, agent or representative for an applicant on a comprehensive plan amendment or land use application that will be reviewed or considered by the planning commission, the planning commission member shall not participate in a decision or recommendation on the application, and he or she will be asked to leave the meeting facility prior to commencement of discussion of that agenda item.

K. Support Staff. The planning staff shall perform the following roles in its work with the planning commission:

1. Provide the initial record that includes the standards of review, relevant municipal code and comprehensive plan provisions and provisions of other permitting agencies. The staff report shall include findings of fact and conclusions of law based on evidence in the record; and

2. Provide technical information and research, prepare documents and maintain records. This includes drafting transmittal memos, preparing alternative findings and conclusions when appropriate, and obtaining legal opinions from the city attorney; and

3. Respond to questions and discussion of procedures; and

4. Assist the commission in articulating their collective will; and

5. Provide upon request formal opinions or recommendations from the city attorney, city engineer, public works director or the director of planning and community development on any matter that is pending before the planning commission; and

6. Arrange for the provision of city email accounts to commission members and related training on the use of email accounts, including personal computer privacy expectations while serving on the commission.

2.14.030 Hearing examiner.

A. Policy. The conduct of public hearings in quasi-judicial matters generally involves disputed issues. It is in the best interest of the residents of the city to create officers designated in this chapter as "hearing examiners," whose duties shall be judicial in nature. Whenever any ordinance of the city requires a public hearing to be conducted by the hearing examiner, the hearing shall be conducted in accordance with the procedures established in Chapter 2.16 BIMC.

B. Qualifications – Appointment – Term – Removal. Each hearing examiner shall be appointed by the city manager, confirmed by the city council, and shall serve for a term of two years. As required by WAC 242-02-040, each appointed hearing examiner shall be someone who has a demonstrated knowledge of land use planning and law and shall meet any additional qualifications specified by city council resolution. The appointed hearing examiner shall be removed only (1) upon conviction of a gross misdemeanor or felony, (2) because of physical or mental disability rendering the hearing examiner incapable of performing the duties of the office, (3) upon conviction of a violation of subsection D of this section, or (4) upon conviction of a violation of Chapter 42.23 RCW, the violation of which shall constitute a misdemeanor under this code.

C. Hearing Examiner Responsibilities and Duties.[1]

1. The hearing examiner is responsible for conducting hearings on and adjudicating quasi-judicial cases involving a variety of complex land use and regulatory compliance issues, and other issues which the city council may designate to the hearing examiner by ordinance or resolution. The hearing examiner shall issue decisions or recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

2. Duties. In addition to any other duty established by ordinance or resolution, the hearing examiner:

a. Supervises and evaluates the work of employees as required;

b. Develops ~~procedural rules~~ rules of procedure for the scheduling and conduct of hearings and related matters, which shall be adopted by the city council by resolution. Such rules of procedure may be amended from time to time by resolution of the city council, ~~Such rules shall~~ and will be published on the City's website and available from the office of the city clerk upon request;

c. Reviews properties that are the subject of hearings to become familiar with the terrain and relationships to other properties;

d. Receives and examines hearing related documents, and reviews case files, city codes and policies, environmental impact statements, plot plans and topographical maps;

e. Evaluates testimony and evidence, prepares records, enters final written findings, and imposes conditions to conform projects to city ordinances and land use policies;

f. Maintains knowledge of current relevant state and city land use laws, policies and related state and federal court decisions;

g. Prepares reports and correspondence to the city manager, city council, and planning commission as requested;

h. Prepares and submits annual written reports to the city manager and city council, including how many hearings have been conducted, the final outcome of hearings, the time required to issue decisions and the cost of hearings;

i. Meets with the city manager, city council, planning commission and staff as requested, to identify conflicts in the code; and

j. When necessary, recommends candidates for pro tem hearing examiner, for approval by the city manager.

D. Noninterference in Performance of Duties. No person shall attempt to influence the hearing examiner in the performance of duties. The hearing examiner shall not discuss the merits of any case considered by the hearing examiner until all city review and court appeals have been concluded and a final decision has been rendered. Any violation of this provision shall be deemed a misdemeanor and may be punished pursuant to Chapter 1.24 BIMC.

E. Legal Counsel for Hearing Examiner. General legal advice to the hearing examiner will be provided by the city attorney, except that in a contested case where the city will be represented by the city attorney, the mayor may appoint independent counsel to render legal advice to the hearing examiner, the cost of which shall be borne by the city.

F. Disqualification of Hearing Examiner.

1. The hearing examiner on his or her own initiative may enter an order of disqualification in the event of personal bias or prejudice or to preserve the appearance of fairness.

2. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, stating that such party cannot have a fair and impartial hearing by reason of the hearing examiner's personal bias or prejudice. The hearing examiner shall rule on the affidavit prior to making other ruling and prior to the hearing. No party shall be permitted to file more than one such affidavit under this section in regard to any one proceeding. (Ord. 2011-23 § 1, 2011; Ord. 2011-02 § 2 (Exh. A), 2011)

2.16.010 Land use procedures summary table.

Table 2.16.010-1: Summary Table of Land Use Procedures

R = Review and Recommendation, (R) = Optional Review, D = Decision, A = Appeal, P = Public Hearing, (P) = Optional Public Hearing						
	DRB	Planning Comm.	Director	Hearing Examiner	City Council	Courts
Administrative Approvals						
~~Clearing Permit~~ Tree Removal/Vegetation Maintenance Permit			D	A		
Conversion Option Harvest Plan Permit			D	A		
Minor Conditional Use	(R)	(R)	D	A		
Minor Variance		(R)	D	A		
Agricultural Conditional Use			D	A		
Large Lot Subdivisions (Prelim) (Final)	R	R	D D	A		 A
Minor Shoreline Variance [1]		(R)	D	A		A [2]
Minor Shoreline Conditional Use [1]		(R)	D	A		A [2]
Public Works Administrative Decisions			D			A
SEPA Determinations			D	A		
Shoreline Substantial Development Exemption [1]			D	A		
Shoreline Substantial Development [1]		(R)	D	A		A [2]

R = Review and Recommendation, (R) = Optional Review, D = Decision, A = Appeal, P = Public Hearing, (P) = Optional Public Hearing						
	DRB	Planning Comm.	Director	Hearing Examiner	City Council	Courts
Short Subdivisions (Prelim)	(R)	(R)	D	A		
(Final)			D	A		A
Sign Permits			D			A
Minor Site Plan and Design Review	(R)	(R)	D	A		
Major Site Plan and Design Review	R	R	D	A		
Critical Area Permit – Major and Minor			D	A		
All other administrative decisions: This includes agricultural retail plans, boundary line adjustments (See BIMC 2.16.090), building and other construction permits, building administrative decisions, ~~clearing permits~~, BIMC interpretations, ~~vegetation management permit~~, extension of construction noise hours (See BIMC 16.16.025), and any other administrative land use decision authorized by this code to be made by the director.						
Quasi-Judicial Decisions by the Hearing Examiner						
Conditional Use Permits	R	R	R	D/P		A
Variances		(R)	R	D/P		A
Reasonable Use Exception (See BIMC 16.20.080)		(R)	R	D/P		A
Major Shoreline Variances [1]		(R)	R	D/P		A [2]
Major Shoreline Conditional Use Permits [1]	R	R	R	D/P		A [2]
Long Subdivisions (Prelim)	R	R	R	D		A
Quasi-Judicial Decisions by City Council						
Long Subdivisions (Final)			R		D	A
Site-Specific Rezones		(R)	R	R/P	D	A

R = Review and Recommendation, (R) = Optional Review, D = Decision, A = Appeal, P = Public Hearing, (P) = Optional Public Hearing						
	DRB	Planning Comm.	Director	Hearing Examiner	City Council	Courts
Consolidated Project Review						
See BIMC 2.16.170						
Legislative Approvals						
Adoption or Amendment of Development Regulations		R/P	R		D (P)	A
Comprehensive Plan Amendments		R/P	R		D (P)	A
Legislative Area-Wide Rezones		R/P	R		D (P)	A
Special Area Plans		R/P	R		D (P)	A

[1] City decisions on shoreline variances, shoreline substantial development permits, and shoreline conditional use permits must be reviewed by the Washington Department of Ecology pursuant to WAC 173-27-130 and RCW 90.58.140(10). The Department of Ecology may approve, approve with conditions, or deny the application.

[2] The hearing examiner's decision is forwarded to the Department of Ecology (DOE) for decision. The DOE decision is then appealable to the Shoreline Hearings Board. (See BIMC 2.16.165.I.)

2.16.020 General provisions.

2.16.020.M. Notice Requirements.

1. Land Use Notice Summary Table.

Table 2.16.020-1 Land Use Notice Summary Table [1]

	Mail, Fax, E-mail, or Other to Applicant	Mail, Fax, or E-mail to Depts., Public, and Others	Publishing in Newspaper	Posting Notice at Official Locations	Posting Sign on the Property
Notice of Complete Application	X				
Notice of Application and Public Comment Period*		X	X	X	X
Notice of Public Hearing	X	X	X	X	X
Notice of Decision and Appeal Period	X	X **			

[1] Additional noticing may be required by other Titles of the BIMC.

* May be combined with SEPA notice.

** Notice only goes to parties that commented during the public comment period and any agencies with jurisdiction~~; if the application includes SEPA, notice of decision goes to SEPA agencies also~~.

~~2. Types of Notifications for Land Use Decisions. All applications, except those exempted in subsection M.2 of this section, require the following notifications:~~

~~a. Notice of complete application; and~~

~~b. Notice of application and public comment period*; and~~

~~c. Notice of public hearing, if a public hearing is required; and~~

~~d. Notice of decision and appeal period.~~

~~* If the optional process is used pursuant to subsection M.8 of this section, this will include SEPA comment period.~~

2. ~~3~~. Exemptions from Public Notice Requirements on Land Use Decisions. The following land use applications do not require a notice of application and public comment period or notice of decision:

a. A building permit or other construction permit~~, unless a notice of intent to construct in geologically hazardous areas is required under BIMC 16.20.140~~.

b. An administrative decision that is categorically exempt under SEPA (Chapter 43.21C RCW), unless the permit application procedures require a public comment period or public hearing. Flexible lot design short or long plats are not exempt from notice requirements.

3. ~~4.~~ Notice of Complete Land Use Decision Application.

a. Within 28 days after receiving a land use permit application, the department director shall ~~either mail, fax, or otherwise~~ provide to the applicant a written determination, stating either that the application is complete or that the application is incomplete and what is necessary to make the application complete. If the application is determined to be incomplete, the department director will request additional information in writing.

b. Within 14 days after an applicant has submitted all additional information identified by the department director as being necessary for a complete application, the department director shall notify the applicant whether the application is complete or what additional information is necessary.

c. If the department director does not provide a written determination as to whether the application is complete within the 28 days, the application shall be deemed complete as of the twenty-eighth day.

4. ~~5.~~ Notice of Application and Public Comment Period.

a. Time of Notice. Within 14 days of a notice of complete application, the department director shall issue a notice of application for any land use application except for those applications that are exempted pursuant to subsection M.3 of this section. The notice of application shall provide a minimum comment period of 21 days. However, for projects requiring review under the State Environmental Policy Act (SEPA), the notice of application shall provide a minimum comment period of 14 days; the SEPA threshold determination shall not be issued prior to the expiration of the notice of application comment period.

b. Method of Notice. The notice of application shall be provided to the public and other government agencies with jurisdiction over some aspect of the application by the following means:

i. Distributing written notice to property owners at addresses listed on the property tax records of Kitsap County within 500 feet of any boundary of the subject property and including any property within 500 feet of any contiguous property in the applicant's ownership;

ii. Posting notice in the official posting places of the city, including the city website;

iii. Publishing notice in the official newspaper of the city;

iv. Posting the subject property in a manner prescribed by the city; and

v. Distributing notices to government agencies.

c. Notice of Application Contents. The content of the notice shall comply with the requirements of state law and shall contain that information set forth in the administrative manual.

d. Transportation Notice. If the application is for a short subdivision or a large lot subdivision that is adjacent to the right-of-way of a state highway or within two miles of the boundary of a state or municipal airport, not later than 10 days after the short subdivision application is filed, the director shall provide a notice of the application, including a legal description and location map, to the State Secretary of Transportation. The Department of Transportation shall, within 15 days after receiving the notice, submit a statement to the director who furnished the notice,

including any information that the Department of Transportation deems to be relevant about the effect of the proposed short subdivision or large lot subdivision upon the legal access to the state highway, the traffic carrying capacity of the state highway and the safety of the users of the state highway. If comments are not received within 15 days, the director may extend the comment period by an additional 15 days to allow for Department of Transportation comments.

5. ~~6.~~ Notice of Public Hearing. Notice for an application requiring a public hearing shall be provided in the following manner:

a. Time of Notice. The hearing examiner shall provide notice of the public hearing at least 15 days prior to the hearing or as otherwise provided by law.

b. Method of Notice. The hearing examiner shall provide notice of an appeal hearing as provided in this subsection M.6.b and shall provide public notice for any other public hearing by:

i. Posting notice in the official posting places of the city, including the city website; and

ii. Publishing notice in the official newspaper of the city at least 14 days prior to the hearing or as otherwise provided by law; and

iii. Distributing notice to the applicant and appellant, if applicable; and

iv. Distributing written notice to property owners at addresses listed on the property tax records of Kitsap County within 500 feet of any boundary of the subject property and including any property within 500 feet of any contiguous property in the applicant's ownership; and

v. Distributing notice to any person who has submitted a written request for notice of the hearing; and

vi. Posting the subject property in a manner prescribed by the city.

c. Public Hearing Notice Contents. The content of the notice shall comply with the requirements of state law and shall contain that information set forth in the administrative manual.

6. ~~7.~~ Notice of Land Use Decision and Appeal Period. A notice of decision shall be issued upon a final decision on a land use application. The decision-maker shall distribute the notice of decision to the applicant, the applicable department director and any persons requesting notice or submitting comments on the application prior to the decision. Notice of decision shall include:

a. A statement indicating that the application is approved, approved with conditions, denied, or remanded; and

b. A statement of any conditions included as part of a decision for approval or approval with conditions; and

c. A statement of facts upon which the decision, including any conditions, is based and the conclusions of law derived from those facts; and

d. The SEPA threshold determination and mitigation conditions as specified in Chapter 16.04 BIMC, if applicable; and

e. Procedures for appeal under subsection R of this section if applicable.

7. ~~8.~~ Combining Public Notices on Land Use Applications. If a land use application is subject to environmental review under Chapter 16.04 BIMC (Chapter 43.21C RCW) and requires a SEPA threshold determination, the SEPA public notice and notice of SEPA public comment period, if any, shall be combined with other land use application notices when possible. A combined notice shall include a statement that a single comment letter may be submitted to the SEPA official, addressing impacts as well as other issues subject to review under the decision criteria for the land use application.

8. ~~9.~~ Notice Required for Legislative Review Procedures. Unless subsection M.10 or 11 of this section requires otherwise, notice of the date, time and place of any scheduled hearing shall be provided to the public by the following means:

a. Publishing notice in the official newspaper of the city at least 10 calendar days prior to the public hearing.

b. Posting notice in the official posting places of the city.

9. ~~10.~~ Notice Required for Adoption and Amendment of Land Use Regulations.

a. The city shall give notice of the public hearing in a way that is reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, and organizations. Examples of reasonable notice include:

i. Posting the property for site-specific proposals;

ii. Publishing notice in the official newspaper of the city;

iii. Notifying public or private groups who have notified the city of an interest in a certain proposal or in the type of proposal being considered.

b. Notice of the public hearing shall state when the public may submit written comments on the proposed development regulation; provided, that the public shall be given at least 10 days prior to the scheduled public hearing to submit written comments to the city.

c. Errors in exact compliance with this chapter shall not render the development regulation invalid if the spirit of the procedures established by this chapter is observed.

10. ~~11.~~ Notice Required for Special Area Plan Process. The interdepartmental staff team described in BIMC 2.16.210.D shall provide notice to the public of the initial public meeting by (a) mailing notice, by regular mail, at least 10 days prior to the date of the meeting, to all interested persons and groups identified by the interdepartmental staff team, and to all persons requesting such notice; and (b) publishing notice in the city's official newspaper at least 10 days prior to the date of the meeting.

2.16.020.R. Appeals.

1. Appeal of an Administrative Review Decision.

a. Applicability. All administrative decisions, departmental rulings and interpretations made in accordance with administrative review procedures of BIMC 2.16.030 and administrative decisions made under BIMC 1.26.070 may be appealed to a hearing examiner. Administrative decisions of the public works director and decisions on sign permits may not be appealed to the hearing examiner.

b. SEPA Appeals. Appeals of decisions made in accordance with Chapter 16.04 BIMC, the city's SEPA rules, shall be made according to the procedures in that chapter. Where the appeal concerns a substantive approval, denial, or conditional approval of a development application based on a SEPA determination (a "substantive SEPA appeal"), the appeal hearing shall be pursuant to subsection R.1.i of this section. Where the appeal concerns a threshold determination regarding the applicability of SEPA or the level of SEPA review required (a "procedural SEPA appeal"), the appeal shall also be pursuant to subsection R.1.i of this section, but, if heard on the same date, the procedural SEPA appeal shall be heard first and the record of the proceeding closed before the substantive appeals are heard.

c. Rules. The rules of procedure adopted under BIMC 2.14.030.C.2.b. shall address appeal hearings before the hearing examiner. ~~Any~~ Such rules of procedure for appeal hearings ~~adopted by the hearing examiner shall~~ will be ~~kept~~ published on the City's website and available from ~~on file with~~ the office of the city clerk ~~and shall be provided to any person filing an appeal~~ upon request.

d. Timing. An appeal of an administrative decision shall be filed with the city clerk within 14 days of the date of the decision. This provision applies when the application (i) is exempt from SEPA or (ii) is subject to SEPA and uses the "optional process." An appeal of an administrative decision shall be filed with the city clerk within 21 days of the date of decision when the project is subject to SEPA and requires a SEPA threshold determination public comment period pursuant to WAC 197-11-340.

e. Written Appeal Required. All appeals shall be filed in writing with the city clerk, shall identify the decision appealed and the date of the decision, and shall contain a summary of the grounds for the appeal.

f. Content of Appeal. Appeal hearings shall be limited to the issues specified in the written appeal.

g. Hearing Date. Following receipt of a notice of appeal and payment of the appropriate fee, a public hearing shall be set by the hearing examiner.

h. Related Documents. All written comments and related documents received prior to the appeal hearing shall be transmitted to the hearing examiner no later than the hearing date. In the case of complex or controversial appeals, the city may require that some or all materials be submitted two or more days in advance of the hearing date.

i. Appeal Hearing. As stated in RCW 43.21C.075, because a major purpose of SEPA is to combine environmental considerations with public decisions, any appeal brought under this section shall

be linked to a specific governmental action. The State Environmental Policy Act provides a basis for challenging whether governmental action is in compliance with the substantive and procedural provisions of this chapter. The State Environmental Policy Act is not intended to create a cause of action unrelated to a specific governmental action. The appeal shall be heard in accordance with RCW 43.21C.075. The appeal shall be held at an open record public hearing. Participation in an appeal hearing is limited to the applicant, the applicant's representative, the appellant, the appellant's representative, appropriate city staff and consultants, any witnesses called by each and any nonparty who submitted written comments during the public comment period if the hearing examiner determines that the testimony will be relevant to the issue on appeal and nonrepetitive of the testimony of other witnesses.

i. In a SEPA procedural appeal, the procedural determination by the city's SEPA official shall carry substantial weight.

ii. In an appeal of a substantive decision made by the city, the criteria shall be whether (A) the proceedings were materially affected by failure to comply with adopted procedures, or (B) the decision is inconsistent with the BIMC criteria for that type of approval, or (C) the evidence in the record was not adequate to support the decision.

iii. In an appeal on the substance of a SEPA determination, or substantive conditions attached to an approval through the SEPA review process, the determination by the city's SEPA official shall carry substantial weight.

j. Continuation of Hearing. A hearing may be continued to a date certain without additional notice.

k. Decision. Upon completion of the appeal hearing, the hearing examiner shall (i) affirm the decision, (ii) reverse the decision, (iii) affirm the decision with conditions, or (iv) remand the decision to the department director for further consideration of identified issues. The decision of the director shall be accorded substantial weight by the hearing examiner. The hearing examiner may include conditions as part of a decision granting or granting with conditions an appeal to ensure conformance with BIMC, the city's comprehensive plan and other applicable laws or regulations.

l. Timing of Written Decision. The hearing examiner shall issue a written decision on the appeal within 20 working days after completion of the public hearing unless the appellant and the hearing examiner have consented to an extension of time. The written decision shall include (i) the decision of the hearing examiner granting or denying the appeal in whole or in part; (ii) any conditions included as part of the decision on the appeal; (iii) findings of facts upon which the decision, including any conditions, is based and the conclusions of law derived from those facts; and (iv) a statement of the right of a person with standing to appeal the decision of the hearing examiner in accordance with Chapter 36.70C RCW.

m. Distribution. The hearing examiner or designee body shall provide a copy of the written decision to the applicant, the appellant, the applicable department director, and any person requesting the written decision or who submitted substantive comments on the application prior to the decision.

2. Appeal of a Decision of the Hearing Examiner. The decision of the hearing examiner shall be final unless, within 21 days after issuance of a decision, a person with standing appeals the decision in accordance with Chapter 36.70C RCW or its successor.

3. Appeal of a City Council Decision on a Quasi-Judicial Matter. The decision of the city council shall be final unless, within 21 days after issuance of a decision, a person with standing appeals the decision in accordance with Chapter 36.70C RCW or its successor.

4. Appeals of a City Council Decision on a Legislative Matter. Appeal of a city council decision on a development regulation, area-wide rezone and comprehensive plan amendment is governed by state law.

2.16.030 Administrative review – In general.

A. Purpose. The purpose of this section is to establish procedures for administrative decision-making on land use applications. These provisions apply when BIMC does not describe more detailed administrative procedures for a specific type of application, and also supplement those more specific administrative procedures where they exist. If there is an inconsistency between these general administrative provisions and more detailed administrative provisions for a specific type of application elsewhere in the BIMC, the more specific provisions shall govern.

B. Applicability. This section applies generally each time a provision of the BIMC authorizes administrative review of a land use application. Permit specific review requirements are in relevant subsections. ~~, except site plan and design review (which is covered under BIMC 2.16.040), including those administrative approvals described in Chapter 16.12 BIMC, with the exception of shoreline substantial development permit applications, shoreline conditional use permit applications, and shoreline variance applications, which must go to the Washington Department of Ecology pursuant to WAC 173-27-130 and RCW 90.58.140(10) for a 21-day appeal period.~~ The specific types of applications subject to administrative review are listed in the table in BIMC 2.16.010. When an application requires both an administrative approval under BIMC Title 17 or Title 18 and also a shoreline jurisdiction approval under Chapter 16.12 BIMC, those approvals may be processed simultaneously.

C. Public Comment. Any person may comment on a proposed application by submitting written comments prior to the end of the notice of application 21-day comment period (except for those applications for which no notice is required under BIMC 2.16.020.M).

D. Decision Procedures.

1. Criteria for Decision. In making the decision, the department director shall consider the applicable decision criteria of this code, all other applicable law, and any necessary documents and approvals. When no other criteria are specified, the director shall apply the following criteria:

a. The application must comply with all applicable requirements of the BIMC as well as state and federal law.

b. The application is consistent with the adopted comprehensive plan, and specifically with the character or intended character of the area in which the property is located, as described in the comprehensive plan.

2. Environmental Review. For a land use application subject to Chapter 43.21C RCW and Chapter 16.04 BIMC, a SEPA threshold determination may be issued simultaneously with the final decision of the land use application.

3. Planning Commission Recommendation. When written public comments are received during the public comment period concerning the effect of the land use application on the comprehensive plan, shoreline master program or matters not addressed by specific provisions of this code, the director may request the planning commission to review an application and make a written recommendation prior to the director making a decision. The planning commission will consider the land use application at a public meeting. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria of this code, all other applicable law, and any necessary documents and approvals. If the applicable criteria are not met, the planning commission shall recommend the proposal be modified or denied. A planning commission recommendation is not a final decision and therefore there is no appeal of the recommendation. The planning commission's written recommendation and other documents upon which its decision is based shall be immediately transmitted to the director.

E. Single Report.

1. The department director shall prepare a single consolidated report setting forth all the recommendations and decisions made on the application as of the date of the report.

2. The report shall state any mitigation required or proposed under the development regulations or as required through SEPA, Chapter 43.21C RCW. The report shall include the SEPA determination if a determination has not previously been issued.

3. If an administrative shoreline master program permit is required for the project pursuant to Chapter 16.12 BIMC, the report shall address the requirements of that chapter.

F. Department Director Decision. The department director may approve, approve with conditions, or deny the application based on the decision criteria, findings of fact, recommendations of the planning commission and design review board as applicable, and any necessary documents and approvals.

G. Corrections or Clarification. The department director may amend the decision at any time to correct clerical errors clearly identifiable from the public record. Such a correction does not affect any time limit provided for in this chapter. The department director may clarify a statement in the written decision at any time as long as the clarification does not materially alter the decision.

H. Effect of Decision. The decision of the department director is the final decision of the city, subject to the appeal provisions in BIMC 2.16.020.R.

I. Revocation of Administrative Approvals. An administrative approval may be revoked by the director upon the finding of any one or more of the following:

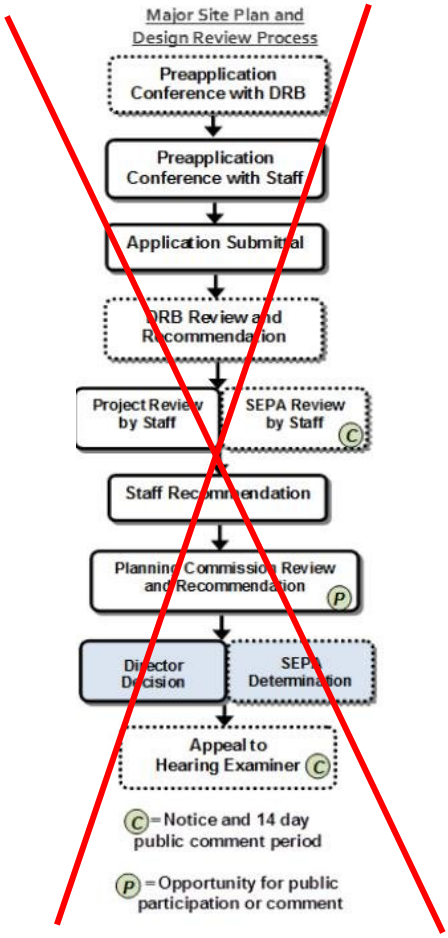
1. That the approval was obtained by deception, fraud or other intentional or misleading representation; or

2. That the use for which approval was granted has been changed; or

3. In the case of minor conditional use permits, that the use has at any time been discontinued for a year or more; or

4. That the permit granted is being exercised contrary to the terms or conditions of such approval or in violation of the code; or

5. That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety.



2.16.060 Minor variance.

A. Purpose. Variances are the mechanism by which the city may grant relief from the provisions of the zoning ordinance ~~or the City of Bainbridge Island engineering and development standards~~ where practical difficulty renders compliance with certain provisions of the code an unnecessary hardship, where the hardship is a result of the physical characteristics of the subject property and where the purpose of the comprehensive plan is fulfilled. ~~A variance is authorized only for lot coverage, size of setbacks and/or technical engineering standards. Variances are not authorized for changes in density requirements, building or structure height requirements, open space requirements, or expanding a use otherwise prohibited.~~

B. Applicability.

1. A variance is authorized only for lot coverage, size of structure, or size of setbacks. Variances are not authorized for changes in density requirements, building or structure height requirements, open space requirements, or expanding a use otherwise prohibited.

~~1~~ 2.The minor variance process may be used for minor deviations from zoning standards in BIMC Title 18 as determined by the director. Minor projects should be limited to: (a) projects that are exempt from review under the State Environmental Policy Act (SEPA), or (b) proposals for less than a 25 percent encroachment in required yards, ~~or~~ (c) proposals ~~of~~ for less than a 25 percent increase in lot coverage, or (d) proposals related to single-family residences on an existing lot. All other variances shall be processed using the procedures set forth in BIMC 2.16.120.

~~2~~ 3. This process may also be used for minor variation(s) from the engineering requirements of the adopted city of Bainbridge Island engineering and development standards if the requested variation will further the purposes of the BIMC and is approved by the department director, after recommendation by the city engineer and/or the fire marshal.

~~3~~ 4. For projects participating in a housing design demonstration project pursuant to BIMC 2.16.020.S, design guidelines may be varied if the applicant can demonstrate that deviation from the guidelines will facilitate meeting goals of the housing design demonstration program.

~~4~~ 5. This procedure is not available to obtain variances from subdivision standards in BIMC Title 17 or to obtain variances from BIMC Title 18 zoning standards cross-referenced in BIMC Title 17 as part of a short subdivision, long subdivision, or large lot subdivision approval or amendment process, except for those engineering standards covered by subsection B.2 of this section.

~~5~~ 6. This procedure is not available to allow the siting for an accessory dwelling unit where it would not otherwise be permitted.

~~6~~ 7. A variance shall not be granted solely because of the presence of nonconformities in the vicinity of the subject site.

~~7~~ 8. The provisions of this section shall supplement those of BIMC 2.16.020 and 2.16.030. In the event of a conflict between the provisions of BIMC 2.16.020 or 2.16.030 and this section, the provisions of this section shall govern.

C. Procedures. Minor variances shall be approved through the general administrative review procedures described in BIMC 2.16.030 except as described below. Application materials for minor variances can be found in the administrative manual.

D. Decision Criteria.

1. A minor variance may be approved or approved with conditions if:

a. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is located; and

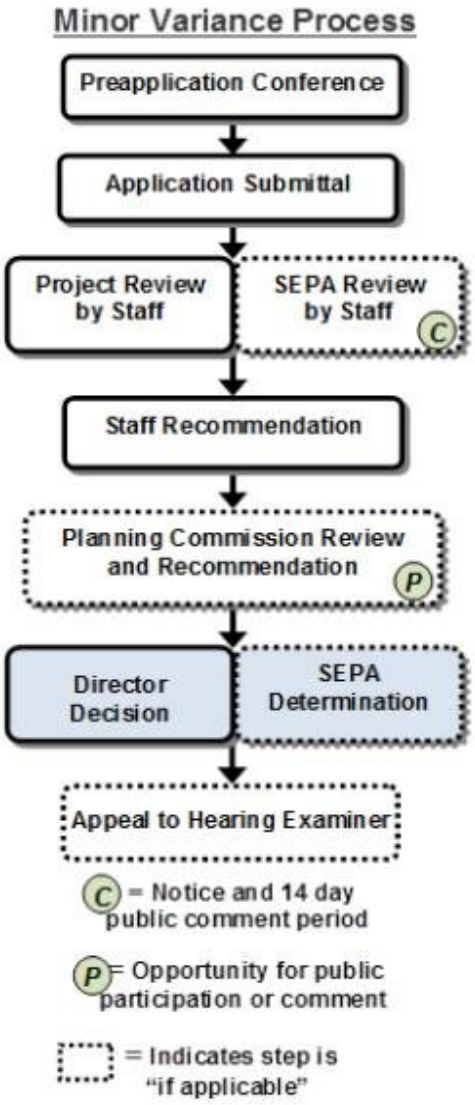
b. The variance is requested because of special circumstances related to the size, shape, topography, trees, groundcover, location or surroundings of the subject property, or factors necessary for the successful installation of a solar energy system such as a particular orientation of a building for the purposes of providing solar access; and

c. The need for a variance has not arisen from previous actions taken or proposed by the applicant; and

d. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but that is denied to the property in question because of special circumstances on the property in question, and will not constitute a grant of special privilege inconsistent with the limitations upon uses of other properties in the vicinity in which the property is located; and

e. The variance is consistent with all other provisions of this code, except those provisions that are subject to the variance, and is in accord with the comprehensive plan.

2. A variance may be approved with conditions. If no reasonable conditions can be imposed that ensure the application meets the decision criteria in subsection D.1 of this section, then the application shall be denied.



E. Conversion to Major Variance. If a minor variance application has received written public comments during the notice of application comment period concerning the effect on the land use application of the comprehensive plan, shoreline master program or matters not addressed by specific provisions of the BIMC, the director may determine that the application be processed as a major variance. (Ord. 2011-02 § 2 (Exh. A), 2011)

2.16.100 Quasi-judicial review by hearing examiner – In general.

A. Purpose. The purpose of this section is to describe those general procedures that apply whenever state law or the BIMC require a public hearing before a hearing examiner and a recommendation or decision by the hearing examiner.

B. Applicability. This section applies each time a provision of this code authorizes a recommendation or a final decision by the hearing examiner. The specific types of applications subject to review by the hearing examiner are listed in the table in BIMC 2.16.010. The provisions of this section are supplemented by more detailed provisions in BIMC 2.16.110, 2.16.120, 2.16.160, 2.16.165, and/or 16.20.080.

C. Procedures.

1. SEPA Environmental Review. For a land use application subject to Chapter 43.21C RCW and Chapter 16.04 BIMC, the SEPA threshold determination shall be issued and any required public comment period shall be completed prior to a public hearing.

2. Planning Commission Review and Recommendation. When written public comments are received during the public comment period concerning the effect of the land use application on the comprehensive plan, the shoreline master program, or matters not addressed by specific provisions of this code, the director or the hearing examiner may request planning commission review and recommendation pursuant to the procedures in BIMC 2.14.020.G prior to the final decision.

3. Single Report.

a. The director shall prepare a single consolidated report setting forth all the recommendations and decisions made on the application as of the date of the report.

b. The report shall state any mitigation required or proposed under the development regulations or as required by SEPA, Chapter 43.21C RCW, and shall include the SEPA determination if a determination has not previously been issued.

c. If a shoreline master program permit is required for the project pursuant to Chapter 16.12 BIMC, the report shall address the requirements of that section.

d. The director's report shall be presented to the hearing examiner at the public hearing.

4. Public Hearing. The hearing examiner shall hold a public hearing prior to issuing a decision. The purpose of the public hearing is to review a proposed project for consistency with the BIMC, appropriate elements of the comprehensive plan and all other applicable law, and to provide an opportunity for the public to comment on the project and its compliance with the municipal code, the comprehensive plan and all other applicable law. The hearing examiner shall maintain a record of the exhibits presented and a recording of the testimony and arguments presented, which shall be kept by the city clerk. Any rules of procedure for hearings adopted by the City Council ~~hearing examiner shall~~ will be published on the City's website and available from ~~kept on file with~~ the office of the city clerk upon request. A hearing may be continued to a date certain without additional notice.

5. Participation in the Public Hearing. Any person may participate in the public hearing. The hearing examiner has discretion to limit testimony to relevant, nonrepetitive comments and to set time limits.

6. Hearing Examiner Action.

a. The hearing examiner may approve, approve with conditions, deny, or remand an application.

b. In making a decision, the hearing examiner shall consider the applicable decision criteria of this code, all other applicable laws, recommendations of the planning commission and design review board, testimony presented at the hearing, and any necessary documents and approvals. In the case of decisions involving properties subject to the shoreline jurisdiction of Chapter 16.12 BIMC, the hearing examiner shall also consider consistency with the requirements of the shoreline master program.

c. The hearing examiner shall issue a written decision in accordance with BIMC 2.16.020.M.7, within 10 working days of the public hearing, unless a longer period is agreed upon by the hearing examiner and the applicant or appellant. If the hearing examiner and the applicant or appellant agree on a longer period for issuance of the written decision, the examiner shall provide notice of the extension to the applicant or appellant, the city, and any person who testified at the hearing or submitted written testimony for consideration at the hearing.

d. The hearing examiner shall file the decision with the city clerk's office.

7. Motion for Reconsideration. The rules of procedure adopted under BIMC 2.14.030.C.2.b. shall allow a party of record to file, within a reasonable period of time specified by such rules, a motion for reconsideration of a recommendation or decision issued by the hearing examiner. ~~A motion for reconsideration may be filed to correct substantive errors. Such motion shall be filed in writing 10 days from the date the hearing examiner's decision was filed. The motion shall be decided on the record unless, at the hearing examiner's discretion, further public hearing is necessary. If a timely and appropriate request for reconsideration is filed, the appeal period shall begin from the date the decision on the reconsideration is issued.~~

8. Corrections or Clarification. The hearing examiner at any time may amend the decision to correct clerical errors clearly identifiable from the public record. Such correction does not affect any time limit provided for in this chapter. The hearing examiner may clarify a statement in the written decision as long as the clarification does not materially alter the decision.

9. Effect of Decision.

a. On matters that do not involve shoreline conditional uses or shoreline variances, the decision of the hearing examiner is the final decision of the city, subject to the appeal provisions in BIMC 2.16.020.R.2.

b. Pursuant to RCW 90.58.140(10) and WAC 173-27-130, final decisions involving shoreline conditional use permits and shoreline variances are made by the Washington State Department of Ecology. For these types of applications, the hearing examiner's decision is a recommendation subject to approval, approval with conditions, or denial by that department.

10. Revocation of Quasi-judicial Approvals. An approval or permit granted by the hearing examiner may be revoked by the hearing examiner following the procedures in this section upon the finding of any one or more of the following:

a. That the approval was obtained by deception, fraud or other intentional or misleading representation; or

b. That the use for which approval was granted has been changed; or

c. In the case of major conditional use permits, that the use has at any time been discontinued for a year or more; or

d. That the permit granted is being exercised contrary to the terms or conditions of such approval or in violation of the BIMC; or

e. That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety. (Ord. 2011-21 § 4, 2011: Ord. 2011-02 § 2 (Exh. A), 2011)

2.16.165 Shoreline master program administration.

E. Statement of Exemption from Shoreline Substantial Development Permit.

1. Purpose and Applicability. Certain development activities identified in WAC 173-27-040 are exempt from the requirement to secure a shoreline substantial development permit; however, a shoreline variance or shoreline conditional use permit may still be required. State law requires that exemptions be construed narrowly. Exemption from substantial development permit procedures does not constitute exemption from compliance with the policies and use regulations of the SMA (Chapter 90.58 RCW), the provisions of the master program, or applicable city, state or federal permit requirements. Applicants shall have the burden to demonstrate that the proposal complies with the requirements for the exemptions sought as described under WAC 173-27-040 or its successor. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project, pursuant to WAC 173-27-040(d) or its successor.

2. Procedure.

a. In the case of an emergency, the administrator may waive this requirement and authorize the use or activity orally or in writing. If authorized orally, the applicant shall submit a required application as soon as possible.

b. The administrator shall decide requests for a statement of exemption based on WAC 173-27-040 or its successor and the provisions of the Shoreline Management Act and the master program.

c. Before determining that a proposal is exempt, the administrator may conduct a site inspection to ensure that the proposal meets the exemption criteria.

d. Exempt developments and activities shall comply with the Shoreline Management Act and the master program. The administrator shall condition statements of exemption to ensure the exempt development or activity complies with the Shoreline Management Act and the master program.

e. In the case of development subject to the policies and regulations of the master program, but exempt from the substantial development permit process, shoreline management requirements may be made conditions of the building permits and/or other permits and approvals. For example, the approval of a building permit for a single-family residence can be conditioned with provisions from the master program.

f. Whenever a development falls within the exemptions stated in WAC 173-27-040 or its successor, ~~but is still subject to those permits listed in WAC 173-27-040 (as amended)~~, a letter exempting the development from the substantial development permit requirements of Chapter 90.58 RCW or its successor shall be given to the applicant and Department of Ecology.

3. Decision Criteria.

a. Exemptions shall be narrowly construed. When making the determination, the administrator shall grant a statement of exemption only when the development proposed is consistent with the following:

i. The applicable policies, guidelines, and regulations of the Shoreline Management Act of 1971; Chapter 90.58 RCW, as amended; and Chapters 173-26 and 173-27 WAC or their successors;

ii. The goals, policies, objectives and regulations of the city of Bainbridge Island shoreline master program;

iii. The city of Bainbridge Island comprehensive plan and municipal code; all other applicable law; and any related documents and approvals.

4. Action of Administrator. The administrator may grant, deny, or conditionally approve the shoreline exemption request. The approval or conditional approval will become conditions of approval for any related development permit, and no development permit will be issued unless it is consistent with the statement of exemption. A copy of the city's statement of exemption shall be filed with the Department of Ecology.

5. Application Time Frame. The approval for a shoreline exemption shall be the same as the expiration date of the development permit. All conditions of the approval for a shoreline exemption shall be included in the conditions of approval granted for the development permit.

6. Appeal. Any person aggrieved by the administrator's determination on a shoreline exemption request may be appealed, except as stated below, using the applicable appeal provision of subsection I of this section. If a proposed development activity also requires approval through other permit procedures, any appeal of a shoreline exemption requires will be heard as part of that other process.

F. Shoreline Substantial Development Permit.

1. Purpose and Applicability. Substantial development is any development of which the total cost or fair market value exceeds ~~$6,416~~ the amount established by WAC 173-27-040 (see city's fee schedule) or any development which materially interferes with the normal public use of the waters or shorelines of the state, except those exempted developments set forth in subsection E of this section, consistent with WAC 173-27-040 or its successor.

2. Procedure. Shoreline substantial development permits shall be approved through the general administrative review procedures described in BIMC 2.16.030 except as described below. Application materials for shoreline substantial development permits can be found in the Administrative Manual.

a. Public Comment. The city shall not make a decision on the permit until after the end of the comment period.

i. A 30-day public comment period shall be given for shoreline permits.

ii. The public comment period shall be 20 days for substantial development permits for a limited utility extension or for erosion control measures to protect a single-family residence and its appurtenant structures. (See shoreline master program definition of "limited utility extension," Chapter 16.12 BIMC.)

iii. SEPA review shall be conducted as provided by Chapter 16.04 BIMC, Environmental Policy, or its successor. The required SEPA notices should be included with the shoreline notices when possible. The SEPA documents should be circulated with permit documents where possible.

3. Decision and Criteria. After the 30-day comment period has ended, the administrator shall issue a decision on the application.

a. The administrator may approve, approve with modifications, or deny any substantial development permit.

b. Decision Criteria.

i. In making the decision, the administrator shall grant a substantial development permit only when the development proposed is consistent with the following:

(A) The applicable policies, guidelines, and regulations of the Shoreline Management Act of 1971; Chapter 90.58 RCW, as amended; and Chapters 173-26 and 173-27 WAC or their successors;

(B) The goals, policies, objectives and regulations of the city of Bainbridge Island shoreline master program;

(C) The city of Bainbridge Island comprehensive plan and municipal code; all other applicable law; and any related documents and approvals.

ii. The administrator shall also consider whether the cumulative impact of additional past and future requests that reasonably may be made in accordance with the comprehensive plan, or similar planning document, for like actions in the area will result in substantial adverse effects on the shoreline environment and shoreline resources.

c. The applicant(s) shall have the burden of proving that a proposed development is consistent with the approval criteria and master program policies and regulations (WAC 90.58.140(7) or its successor).

d. The administrator may require additional information if necessary.

e. The administrator shall issue a written decision which contains the following:

i. A statement indicating the application is approved, approved with modifications, or denied;

ii. A statement of any conditions included as part of an approval or approval with modifications;

iii. A statement of facts upon which the decision, including any conditions, is based, and the conclusions derived from those facts; and

iv. A statement of the right of any person to appeal the decision of the administrator pursuant to subsection I of this section.

f. The administrator may refer the application to the planning commission for review and recommendations prior to deciding the application. The application shall also be referred to the planning commission for a recommendation at the request of the applicant. The planning commission makes its recommendation following its review of the proposal, the environmental checklist, and the tentative threshold determination.

g. The permit, whether approved or denied, shall be in the form required by WAC 173-27-120 or its successor.

4. Distribution/Notification of Administrative Decision.

a. The administrator shall mail the applicant the original of the completed permit form and the findings and conclusions.

b. All persons who submitted comments on the application during the comment period (see subsection F.2 of this section) and anyone else requesting notification in writing shall be notified in a timely manner of the decision and shall be mailed a copy of the decision. Pursuant to WAC 173-27-130, the decision shall be filed with the Washington State Department of Ecology and the Washington State Office of the Attorney General.

5. Application Time Frame.

a. Substantial Progress.

i. Substantial progress towards completion of a permitted activity shall be undertaken within two years after approval of the permit (WAC 173-27-090 or its successor). See definition of “substantial progress” in BIMC 16.12.080.

ii. The administrator may, with prior notice to parties of record and to Ecology, grant one extension of the two-year time period for substantial progress for up to one year based on reasonable factors which would justify the extension, including the inability to expeditiously obtain other governmental permits which are required prior to the commencement of construction (WAC 173-27-090 or its successor). The request for the extension must be filed with the administrator before the end of the time limit.

b. Five Year Permit Authorization.

i. The authorization granted by an approved permit to construct any structure or conduct any use or activity shall terminate five years after the date the permit is approved by the city, except that the permit may be authorized for a lesser period of fixed duration.

ii. Where an approved permit authorizes construction, the use and maintenance of the structure or facility may continue after the five-year period, provided the structure was completed during the five-year time limit or any approved extension.

iii. Where an approved permit authorizes a use or activity which does not require a structure, such as mining or maintenance dredging, the use or activity shall cease at the end of the five-year limit or any extension as granted in subsection F.4.b.iv of this section.

iv. The administrator may, with prior notice to parties of record and to Ecology, grant one time extension of up to one year based on reasonable factors which would justify the extension. The request for the extension must be filed with the administrator before the end of the time limit.

c. The application time limits shall not include the time during which an activity was not actually pursued due to the pendency of reasonably related administrative appeals or litigation.

d. When a permit is conditioned, the conditions shall be satisfied prior to occupancy or use of a structure, or prior to commencement of a nonstructural activity, provided an alternative compliance limit may be specified in the permit.

e. Revisions to permits may be authorized after the original permit has expired under subsection F.5.b of this section, provided this procedure shall not be used to extend the original permit time requirements (WAC 173-27-060 or its successor).

6. Adjustments to Approved Shoreline Substantial Development Permits.

a. Minor adjustments to an approved shoreline substantial development permit may be made after review by the administrator. The applicant must submit detailed plans and text describing the proposed changes. If the administrator determines that the revisions proposed are within the scope and intent of the original permit, consistent with WAC 173-27-100 or its successor, the administrator may approve the revision as a minor adjustment.

b. A minor adjustment entails a revision that is within the scope and intent of the original permit, which means all of the following:

i. No additional over-water construction is involved, except that pier, dock, or float construction may be increased by 500 square feet or 10 percent, whichever is less;

ii. Ground area coverage and height is not increased more than 10 percent;

iii. Additional structures located landward and not within required buffer or setback areas do not exceed a total of 250 square feet;

iv. The revision does not authorize development to exceed height, setback, lot coverage, or any other requirement of the city of Bainbridge Island shoreline master program;

v. Additional landscaping is consistent with conditions, if any, attached to the original permit and with the applicable master program provisions;

vi. The use authorized pursuant to the original permit is not changed; and

vii. No adverse, environmental impact will be caused by the project revision (WAC 173-27-064(2)(a) through (g) as amended).

c. If the sum of the proposed revision and any previously approved revisions do not meet the criteria above, the revision shall be reviewed through a major adjustment process. This shall be processed in the same manner as a new shoreline substantial development permit application. If the adjustment involves a conditional use or shoreline variance which was conditioned by the Department of Ecology, the adjustment also must be reviewed and approved by Ecology (WAC 173-27-064 or its successor).

d. A city or Ecology decision on a minor or major adjustment to the permit may be appealed within 21 days of such decision, in accordance with RCW 90.58.180 or its successor, and WAC 173-27-064 or its successor.

e. Construction allowed by the revised permit that is not authorized under the original permit is undertaken at the applicant's risk until the expiration of the appeals deadline.

7. Appeal. The decision of the administrator may be appealed to the hearing examiner following the procedures of subsection I of this section.

H. Shoreline Conditional Use Permits. Where a development includes several uses or activities and one or more uses or activities require a shoreline conditional use permit, all uses and activities shall be processed and decided following the shoreline conditional use procedures.

1. Purpose. The purpose of a shoreline conditional use permit is to allow greater flexibility in applying the use regulations of the master program in a manner consistent with the policies of RCW 90.58.020 or its successor; provided, that shoreline conditional use permits should also be granted in a circumstance where denial of the permit would result in a thwarting of state policy enumerated in RCW 90.58.020 or its successor. In authorizing a conditional use, special conditions may be attached to the permit by the city or the State Department of Ecology to prevent undesirable effects of the proposed use. Uses which are specifically prohibited by the master program may not be authorized with approval of a shoreline conditional use permit.

2. Applicability.

a. Minor Conditional Use. As determined by the director, this procedure shall apply to (i) all minor conditional uses identified in Chapter 16.12 BIMC; (ii) where the director determines that the anticipated impacts of those conditional uses will be minor or minimal; or (iii) uses that are clearly consistent and compatible with other uses in the same zone or vicinity.

b. Major Conditional Use. As determined by the administrator, a major conditional use permit shall be secured from the city prior to establishing or expanding a use according to situations that include, but are not limited to: (i) the proposed use or expansion covers 50 percent or greater of the total lot area; (ii) the proposed use is accessed by a local or private road; (iii) the proposed use or expansion generates more than 36 total trips per day; (iv) the proposed use or

expansion contains four or more units in a multifamily dwelling; or (v) requests for additional nonresidential building height pursuant to Chapter 16.12 BIMC.

3. Procedure.

a. Application. An application for a shoreline conditional use permit shall be submitted on a form provided by the city. The application should be accompanied by maps, a completed environmental checklist, applicable fees, and any other information specified in the master program or requested by the administrator.

b. Minor Shoreline Conditional Use.

i. The administrator shall review a minor shoreline ~~variance~~ conditional use application following procedures in subsection F.2 of this section.

c. Minor Shoreline Conditional Use. Applications for shoreline ~~variances~~ conditional uses that are more intensive than the minor shoreline ~~variance~~ conditional use as determined by the administrator shall be decided by the hearing examiner following the procedures in BIMC 2.16.100, or its successor, supplemented by the following provisions:

i. The decision of the hearing examiner shall be the final city decision, and may be appealed in accordance with subsection I of this section.

d. Notice of Application and Comment Period. In addition to the notice of application content established in BIMC 2.16.020.M, notice of application for shoreline conditional use permits must also contain the information required under WAC 173-27-110.

e. Notice of Hearing. When a public hearing is required, the procedures of BIMC 2.16.020.M.6 shall apply.

f. The administrator shall mail the final city decision to the applicant, the State Department of Ecology, and the State Attorney General. The permit must be received by Ecology within eight days of the date of the decision. Within eight days of the date of the decision, the administrator shall also mail the decision to any person who requested notice of the decision.

g. The State Department of Ecology shall approve, approve with conditions, or deny all shoreline conditional use permits approved by the city. Ecology's decision must be made within 30 days of the date the permit and other information required by WAC 173-14-090 or its successor are received by Ecology and the Washington State Attorney General. Ecology will send a letter to the applicant and the city informing them of the decision. Upon receipt of the Ecology decision, the administrator shall notify those interested persons who requested notification.

4. Decision Criteria – Conditional Use Permit.

a. Uses classified as conditional uses may be authorized; provided, that pursuant to WAC 173-27-140 and 173-27-160 or their successors, the applicant can demonstrate all of the following:

i. The proposed use will be consistent with the policies of RCW 90.58.020 or its successor and the policies of the master program;

ii. The proposed use will not interfere with the normal public use of the public shorelines;

iii. That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the comprehensive plan and shoreline master program;

iv. The proposed use will cause no unreasonably adverse effects to the shoreline environment designation in which it is located;

v. The public interest suffers no substantial detrimental effect (WAC 173- 14-140(1) or its successor); and

vi. The proposed use is consistent with the provisions of the zoning ordinance (BIMC Title 18).

b. Other uses which are not listed in the master program as permitted or conditional uses and are also not prohibited may be authorized as conditional uses, provided the applicant can demonstrate, in addition to the criteria set forth in subsection H.4.a of this section, that (i) extraordinary circumstances preclude reasonable economic use of the property in a manner consistent with the policies of RCW 90.58.020, or its successor, and that (ii) the proposed use would not produce significant adverse effects on the shoreline environment.

c. In the granting of all shoreline conditional use permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area.

5. Time Frame. Construction and activities authorized by a shoreline conditional use permit are subject to the time limitations in subsection F.5 of this section (WAC 173-27-090 or its successor).

6. Adjustments to Approved Shoreline Conditional Use Permit.

a. A permit revision is required whenever an applicant proposes substantive changes to the design, terms or conditions of a project from that approved as a shoreline conditional use permit. When a revision of a shoreline conditional use permit is sought, the applicant shall submit detailed plans and text describing the proposed changes in the permit and demonstrating compliance with the following minimum standards pursuant to Chapter 173-27 WAC.

b. If the proposed changes are determined by the administrator to be within the scope and intent of the original permit, and are consistent with the SMA (Chapter 90.58 RCW), the shoreline guidelines (Chapter 173-26 WAC), and the shoreline master program, the revisions may be approved as a minor adjustment.

c. A minor adjustment entails a revision that is within the scope and intent of the original permit, which means all of the following:

i. No additional over-water construction is involved except that a pier, dock or floating structure may be increased by 10 percent or 500 square feet, whichever is less, over that approved under the original approval;

ii. Ground area coverage and/or height may be increased a maximum of 10 percent over that approved under the original approval; provided, that the revised approval does not

authorize development to exceed the height, impervious surface, setback or any other requirements of this program except as authorized under a variance granted for the original development;

iii. Additional or revised landscaping is consistent with any conditions attached to the original approval and with this program;

iv. The use authorized pursuant to the original approval is not changed; and

v. The revision will not cause adverse environmental impacts.

d. Revisions to shoreline permits and statements of exemption may be authorized after the original authorization has expired. Revisions made after the expiration of the original approval shall be limited to changes that are consistent with this program and that would not require a permit under this program. If the proposed change is a substantial development as defined by this program, then a new permit is required. The provisions of this subsection shall not be used to extend the time requirements or to authorize substantial development beyond the time limits or scope of the original approval.

e. A new permit shall be required if the proposed revision and any previously approved revisions in combination would constitute development beyond the scope and intent of the original approval.

f. Upon approval of a revision, the decision maker shall file a copy of the revised site plan and a detailed description of the authorized changes to the original permit with the Department of Ecology together with a final ruling and findings supporting the decision based on the requirements of this section. In addition, the decision maker shall notify parties of record of the action.

g. If the proposed revision is to a development for which a shoreline conditional use or variance was issued, the decision maker shall submit the revision to the Department of Ecology for approval, approval with conditions, or denial, and shall indicate that the revision is being submitted under the requirements of this subsection. Under the requirements of WAC 173-27-110(6), the Department shall render and transmit to the decision maker and the applicant/proponent its final decision within 15 days of the date of the Department's receipt of the submittal from the decision maker. The decision maker shall notify parties on record of the Department's final decision.

7. Appeal of Decision on Conditional Use Permit. The decision of the hearing examiner may be appealed to the following the procedures of subsection I of this section.

Table 18.09.020 Use Table

"P" = Permitted Use	"A" = Accessory Use	Additional use restrictions for Chapters 16.12 and 16.20 BIMC may apply to shoreline or critical area properties
"C" = Conditional Use	"CA" = Conditional Accessory Use	
Blank = Prohibited Use	"T" = Temporary Use	

ZONING DISTRICT USE CATEGORY/TYPE	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSRI and II	NC	B/I	WD-I	Use-Specific Standards BIMC 18.09.030
											CC	MA	EA	Gate	Ferry [1]					
TEMPORARY USES																				
Temporary Construction Building	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	J-1
Temporary Construction Staging	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	J-2
Temporary Container Storage	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	J-~~2~~ 3
Temporary Commercial Parking											T	T	T	T	T	T				J-~~3~~ 4
Temporary Public Events or Gatherings	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		J-~~4~~ 5
Temporary Ferry Commuter Parking											T			T	T					J-~~5~~ 6
Temporary Noncommuter Parking															T					J-~~6~~ 7
Temporary Seasonal Sales	T	T	T								T				T	T	T	T		J-~~7~~ 8
Temporary Homeless Encampment	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	J-~~8~~ 9

EXHIBIT B

18.09.030 Use-specific standards.

Regardless of whether a use is allowed as a permitted ("P") use or as a conditional ("C") use and regardless of the zoning district in which the use is located there may be additional standards that are applicable to the use, and the use must comply with such standards except as authorized by this code. The existence of these use specific standards is noted in the column headed "Use Specific Standards" in Table 18.09.020, which cross-references the section of the code that imposes the additional standard.

18.09.030.B. Residential.

3. Commercial/Residential Mixed Use Development. Principal and accessory uses shall comply with ~~the~~ all applicable ~~development~~ standards ~~and performance standards~~ of BIMC Title 18 ~~of the NC district as well as the other standards listed here~~.

   a. *Repealed by Ord. 2018-13.*

   ~~b.~~ In the NC district, residential units must be located above the ground floor if the building is located on a collector or secondary arterial or higher road classification; however, for mixed use projects, if the building fronts on a local or private street, residential units can be located on the ground floor. Density for mixed use projects in the NC district shall be calculated pursuant to BIMC 18.12.030.D.

18.09.030.D. Commercial Sales and Service.

7. Professional Services.

   a. In the ferry terminal overlay district, professional services may be located anywhere south of Winslow Way.

   b. In the ferry terminal overlay district, north of Winslow Way, professional services are permitted only along Winslow Way, within 100 feet north of Winslow Way. Buildings shall have customer entrances on Winslow Way.

   ~~c. In the B/I district, professional offices shall be limited to those that do not provide services directly to the general public or attract customers from the general public. For example, accountants', lawyers', and architects' offices are not permitted. Establishments that provide professional services to other businesses are permitted, such as civil, mechanical, or electrical engineers and research and development establishments~~

18.09.030.J. Temporary Uses

2. Temporary Construction Staging [NOTE: NEW USE]

   a. A temporary construction staging permit must be issued by the Department of Planning and Community prior to staging activities commencing. Staging on publicly-owned property, such as property owned by the city or the Bainbridge Island Metropolitan Park and Recreation District, is exempt from the staging permit requirement.

   b. For construction that requires a development permit, such as a grading or building permit, the temporary construction staging permit cannot be issued until all related development permits are issued. Temporary construction staging shall be exempt from site plan and

design review pursuant to BIMC 2.16.040. The application shall be processed as an administrative approval under BIMC 2.16.020, including noticing requirements.

c. The staging area and the access to the temporary construction staging property must comply with any applicable regulations of the BIMC and the Design and Construction Standards Manual in order to minimize the inconvenience to neighboring properties, and to protect public health, safety, and the environment.

d. Any temporary structures must not be permanently affixed to the lot.

e. Temporary construction staging shall not interfere with public non-motorized pathways including sidewalks.

f. Temporary construction staging may not exceed 9 months. This time limitation does not apply to publicly-owned properties or public construction projects. To prevent serial use of a property as temporary construction staging, a property shall not be utilized for temporary construction staging for more than eighteen months within a 5-year period. The department may grant one extension of a permit authorizing temporary construction staging for a period not to exceed 180 days if:

   i. A request for an extension is received by the department no later than 30 days prior to the expiration of the permit;

   ii. Termination of the permit would result in an unreasonable hardship to the applicant; and

   iii. An extension of the permit will not cause substantial detriment to existing uses in the immediate vicinity of the subject property.

g. Temporary construction staging shall be removed and the property restored to pre-construction conditions to the satisfaction of the city within 30 days after related construction is complete. The city may request that the applicant submit a restoration surety to ensure compliance.

h. The use of any temporary construction staging shall comply with the air quality emissions performance standards of BIMC 18.06.030.B.2.

18.12.020 Tables of dimensional standards.

Tables 18.12.020-1, 18.12.020-2, and 18.12.020-3 set forth applicable dimensional standards. Where a property is located in more than one zone district, units permitted by density calculations within each zone district must be constructed on the portion of the property located within that zone district and required setbacks for each zone district must be met. Permitted densities are not "blended" across the zone district line.

Table 18.12.020-2 Standard Lot Dimensional Standards for Residential Zone Districts
[Numbers in brackets indicate additional requirements listed at the end of the table]

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14
MINIMUM SETBACKS Note: Landscaped areas may serve as setbacks (i.e., setbacks are not in addition to landscaped areas), and some encroachments into setback areas are permitted pursuant to BIMC 18.12.040. Note: Additional setbacks may be required by: (a) Chapter 16.08 or 16.12 BIMC, or (b) Chapter 16.20 BIMC, Critical Areas, or (c) BIMC 16.28.040, mining regulations, or (d) BIMC 18.09.030, Use Specific Standards, or (e) BIMC ~~18.12.030.F~~ 16.12.030.B.3.i., Shoreline Structure Setbacks, or (f) BIMC 18.15.010, Landscaping and Screening.										
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC ~~18.12.030.F~~ 16.12.030.B.3.i., Shoreline Structure Setbacks.									
MAXIMUM BUILDING AND STRUCTURE HEIGHT [4] Note: Bonus may not be available in the shoreline jurisdiction										

Table 18.12.020-2 Standard Lot Dimensional Standards for Residential Zone Districts
[Numbers in brackets indicate additional requirements listed at the end of the table]

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14
Exemption	Alternative height limits may apply for nonresidential uses if additional conditional use permit provisions of BIMC Title 2 are met. Some encroachments through height limits are permitted under BIMC 18.12.040.									
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC ~~18.12.030.F~~ 16.12.030.B.3.i., Shoreline Structure Setbacks.									

[4] For community and educational facilities (as listed in Table 18.09.020), spires, towers and other vertical features with horizontal cross-sections no more than five percent of the footprint of the primary structure may have a maximum height of 10 feet above the maximum base height, and shall be reviewed through a conditional use permit.

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and "Other" Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
DIMENSIONAL STANDARD	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
SETBACKS (Minimum required unless otherwise noted) [4] Note: Landscaped areas may serve as setbacks and, in some cases, may exceed the setback requirements. Note: Additional setbacks may be required by: (a) Chapter 16.12 BIMC, Shoreline Master Program; or (b) Chapter 16.20 BIMC, Critical Areas; or (c) BIMC 16.28.040, mining regulations; or (d) BIMC 18.09.030, Use Specific Standards; or (e) BIMC~~18.12.030.F~~ 16.12.030.B.3.i., Shoreline Structure Setbacks.									

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and "Other" Zone Districts

ZONING DISTRICT DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC ~~18.12.030.F~~ 16.12.030.B.3.i., Shoreline Structure Setback ~~Lines~~								
MAXIMUM BUILDING AND STRUCTURE HEIGHT [5] Note: Bonus may not be available in the shoreline jurisdiction									
Base	35 ft.; 25 ft. max. south of Parfitt	25 ft.; 35 ft. north of High School Road	25 ft.	35 ft.	BIMC 18.12.030.C standard height north of Winslow Way; 35 ft. south of Winslow Way	35 ft.	35 ft.	35 ft.	35 ft. except that Chapter 16.12 BIMC applies within shoreline jurisdiction
Bonus 1 if parking under building [6]	45 ft.; 35 ft. south of Parfitt	35 ft.; 45 ft. north of High School Road	35 ft.	45 ft.	BIMC 18.12.030.C optional height north of Winslow Way; 45 ft. south of Winslow Way	45 ft.			
Bonus 2 for Nonresidential Uses with Major Conditional Use Permit							45 ft.	45 ft.	45 ft.
Bonus 3 Structure Height	Alternative height limits may apply if the conditional use permit provisions of BIMC Title 2 are met. Some encroachments through height limits are permitted under BIMC 18.12.040.								

[4] When property adjoins a single-family residential zone, building setback shall be in accordance with the landscape ordinance perimeter landscaping requirements.

[5] When property adjoins a lower density residential zone, except in the ferry terminal district, north of Winslow Way, for the first 30 feet of the building from the property line of an adjoining lower density residential zone, the building height shall be the building height of the adjoining lower density residential zone. Optional building height allowed in the adjoining lower density residential district through a conditional use permit may be requested for projects within the Mixed Use Town Center and High School Road zones through the site plan review process. For building height requirements in the ferry terminal district, north of Winslow Way, reference BIMC 18.12.030.C.

[6] The bonus height is ~~only~~ available when parking is located underground or under the occupiable space of the planned building ~~for the entire building if parking is located under more than 50 percent of the building footprint~~. If parking is located under 50 percent or less of the ~~building footprint~~ occupiable space, the bonus may only be used for a portion of the building footprint twice as large as the area with parking located beneath.

18.12.040 Modifications to required setbacks and heights.

A. Permitted Setback/Height Modifications. Minimum and maximum setbacks and maximum heights established in Tables 18.12.020-1, 18.12.020-2, and 18.12.020-3 and in BIMC 18.12.030 may be encroached as set forth in Table 18.12.040 and may also be modified by applicable provisions of adopted fire codes, the shoreline master program, and/or the building code. These modifications are not permitted in required perimeter or roadside buffers.

Table 18.12.040: Permitted Setback/Height Modifications

Type of Encroachment	Encroachment Permitted	Conditions
Permitted Setback Modifications		
Fence or combined fence and berm up to 6 feet high	In any required setback subject to applicable regulations in BIMC Title 15	Except as provided in BIMC 18.12.040.B and Chapter 16.12 BIMC
Nonscreening fences or combined nonscreening fence and berm up to 8 feet high	In any required setback subject to applicable regulations in BIMC Title 15	Except as provided in Chapter 16.12 BIMC
Chimneys, flues, awnings, bay windows, and greenhouse windows	Up to 18 inches into any required setback	
Covered porches, bay windows and eaves within the Ericksen Avenue overlay district	Up to 5 feet into the front yard	Bay windows must be cantilevered outward from the wall, and may not result in any portion of the building floor area extending into the setback

Table 18.12.040: Permitted Setback/Height Modifications

Type of Encroachment	Encroachment Permitted	Conditions
Any structures, including but not limited to uncovered steps, porches, and decks less than or equal to 30 inches in height	Up to 2 feet into front and side setbacks. Up to 5 feet into required rear setbacks.	
Eaves	May extend up to 24 inches in any required setback except shoreline structure setback	
At or near grade structures such as uncovered patios, sidewalks, and driveways	In any required setback	May not exceed 4 inches in height
Signs	In any required setback	Must conform to Chapter 15.08 BIMC
Overhead or underground accessory utilities ~~accessory to a single-family residence~~	In any required setback, perimeter or roadside buffer	Must conform to Chapters 16.12 and 16.20 BIMC. Does not apply to above ground utilities such as propane tanks.
Composting bins	In side or rear setback areas	
Bioretention/rain gardens	In any required setback	In accordance with Chapter 15.20 BIMC
Rain barrels/cisterns	In any required setback	In accordance with Chapter 15.20 BIMC
Wall-mounted on-demand hot water heaters	Up to 18 inches into side or rear setbacks	Permitted if buffered or enclosed to prevent noise impacts to neighboring properties
Below-ground geothermal equipment	In any required setback, perimeter or roadside buffer	Must conform to Chapters 16.12 and 16.20 BIMC. Permitted if any excavated areas are promptly re-landscaped after installation is complete
Rockeries and retaining walls less than 4 feet in height	In any required setback	Rockeries and retaining walls greater than 4 feet in height may be permitted with ~~Q~~qualified geotechnical engineer determination, and city concurrence, that it is necessary for slope stabilization
Public communications tower	In any required setback subject to applicable regulations in BIMC Title 15	Must conform to Chapters 16.12 and 16.20 BIMC

Table 18.12.040: Permitted Setback/Height Modifications

Type of Encroachment	Encroachment Permitted	Conditions
Permitted Height Modifications		
Small wind energy generators	Up to 18 inches above the maximum building height in the district	
Solar panels	Up to 18 inches above the maximum building height in the district	
Noncommercial, nonparabolic antennas affixed to noncommercial communication towers	Up to 50 feet in height above grade	
One flagpole per parcel	Up to 45 feet in height above grade	
Public communications tower	Up to 120 feet in height above grade	A building permit is required for a public communications tower. A conditional use permit shall be required for a public communications tower to be constructed between 71 feet and 120 feet above grade. A public communications tower shall not exceed 120 feet in height.
Distribution utility poles	Up to 55 feet in height above grade	Replacement poles over 55 feet in height, see BIMC 18.09.030.F.2.b. For new distribution utility facilities or corridors, see Table 18.09.020. Poles shall not be moved more than 20 feet from the original location unless permitted under BIMC 18.09.030.F.2.b.
Transmission utility poles	Up to a 25 percent increase above existing pole height above grade with a maximum height of 100 feet	Replacement poles over the 25 percent increase or 100 feet in height, see BIMC 18.09.030.F.2.b. For new transmission utility facilities or corridors, see Table 18.09.020. Poles shall not be moved more than 20 feet from the original location unless permitted under BIMC 18.09.030.F.2.b.
Utility structures existing on the effective date of the ordinance codified in this subsection	Existing height	May also be replaced or modified; provided, that the structure is not larger or taller than the original structure and is not moved more than 20 feet from its original location

18.12.050 Rules of measurement.

The following rules of measurement shall apply in determining compliance with the requirements of this title. When a required calculation results in a fraction greater than or equal to one-half, the requirement shall be rounded up to the next whole number.

G. Floor Area Ratio (FAR). "Floor area ratio" is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underground or underneath occupiable space ~~a building footprint~~ are not counted in floor area ratio calculations.

I. Grade. "Grade" (adjacent ground elevation) is the computed average of the lowest and the highest points of elevation of the original surface of the ground, or existing paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building. On waterfront parcels as defined in the shoreline master program, the definition of average grade level from the shoreline master programs shall be used (WAC 173-27-~~14~~-030(3)).

18.15.020 Parking and loading.

Table 18.15.020-2: Off-Street Parking Spaces Required in Mixed Use Town Center Districts and High School Road Districts [1]

Land Use	Spaces Required					
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay	High School Road I and II
Commuter-Oriented Retail	Not Permitted				1 space per peak shift employee	Not Permitted
Other Commercial and Nonresidential Uses						
Minimum spaces per 1,000 sq. ft. [2]	2, except 3 in the Parfitt-Waterfront area	4			1	4
Entertainment facilities	1 per 4 fixed seats	Not Permitted				1 per 4 fixed seats
Maximum above-ground spaces per 1,000 sq. ft.	5				3	5

18.36.030 Definitions.
For the purposes of Title 18 and Chapters 2.14 and 2.16 BIMC, the following definitions shall apply unless the context clearly requires otherwise.

1. "Abutting" means bordering or touching, such as sharing a common lot line. Lots that are separated by a street or right-of-way are not abutting; they are adjoining.

5. "Accessory agricultural retail" includes community kitchens and stables, and also means the sale of (a) crops grown or livestock raised by a farmer, or (b) value-added products made from crops grown or livestock raised by the farmer, and (c) incidental associated agricultural products sold on site where agricultural crops or livestock are grown or raised that is subordinate to the actual agriculture on-site. Products sold shall be (a) primarily Island-grown crops, (b) value-added products if the defining ingredient was Island-grown, and (c) associated products that are incidental to the agricultural activity on the site.

a. "Accessory agricultural retail, minor" means agricultural retail that (1) generates less than 36 round trips per day on average, and (2) does not conduct more than four non-agricultural special events each year. This category includes farm stands and joint use of farm stands by multiple producers and the use of retail sites for pick-up of community-supported agricultural deliveries. See "Farm stand."

b. "Accessory agricultural retail, major" means agricultural retail that is more intensive than minor agricultural retail.

6. "Accessory agricultural tourism" means agriculturally related accessory uses that are subordinate to the growing of crops or the raising of livestock, designed to bring the public to the farm on a temporary or continuous basis, such as U-pick farm sales, farm mazes, pumpkin patches, farm animal viewing and petting, wagon rides, farmland and facility tours, horticulture nurseries and associated display gardens, cider pressing, classes or workshops, wine or cheese tasting, etc. Accessory agricultural tourism does not include overnight stays for guests such as a bed and breakfast or farm-stay type use.

XX. "Adjacent" means that which is near or close; for example, a property located across the road or highway shall be considered as adjacent. [NOTE: Same definition in SMP BIMC 16.12.080.]

14. "Adjoining" means immediately abutting or separated only by a street or right-of-way.

XX. "Commercial/Residential Mixed Use" means having commercial and residential uses on the same property.

69. "Day care center" means a building or structure in which an agency, person, or persons regularly provide care for 13 or more people in any 24-hour period and could include a public or private school. Businesses that offer care only before and after school are considered educational facilities.

168. "Motor vehicle sales ~~lot~~" means any land or buildings used primarily for the sale of new or used motor vehicles fit for transportation.

191. "Parfitt-Waterfront area" is defined as that area south of the boundary created by the following parcels and streets; starting at the northern property line of 272502-4-1130-2000; proceeding eastward along ~~Blue~~ Bjune Drive to its western intersection with Brien Drive; proceeding eastward along Brien

Drive to its intersection with Bjune and Shannon Drives; and proceeding southward along Shannon Drive to the south property line of 4114-005-001-0003; and proceeding eastward to Winslow Ravine.

192. Park, Active Recreation. "Active recreation park" means a park where the primary uses are athletic fields, playgrounds, swimming facilities, sports courts, camping, or other activities that require specialized fields or equipment.

XX. "Temporary Construction Staging" means an area on a property that is not under construction where construction related equipment, small temporary buildings, vehicles, or materials are stored during a private or public construction project. Temporary Construction Staging is located outside of the city right-of-way on individual properties, and may be permitted when there is no available space on a construction site for staging.

CITY OF
BAINBRIDGE ISLAND

PLANNING COMMISSION PUBLIC PARTICIPATION MEETING
OCTOBER 24, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL
Chair William Chester called the meeting to order at 5:59 PM.

2) PUBLIC PARTICIPATION MEETING
Chair Chester introduced the public participation meeting process introducing Senior Planner Kelly Tayara who facilitated both public participation meetings.

2.A Bainbridge Disposal Transfer Station Redevelopment
Cover Page
Mr. Miles Yanick presented the proposed project.

2.B McGraw Short Subdivision (PLN51569 PRE)
Cover Page
PLN51569 PRE McGraw site plan
Ms. Nora McGraw introduced the proposed subdivision.

3) PLANNING COMMISSION MEETING MINUTES
3.A October 10, 2019 Planning Commission Meeting Minutes
Cover Page
Planning Commission Minutes DRAFT 101019.docx

Motion: I'll move approval of the minutes from the Planning Commission meeting on October 10, moving approval as distributed.
Quitslund/Paar: Passed Unanimously

4) PUBLIC COMMENT ON OFF AGENDA ITEMS - 7:10 PM
None.

5) PUBLIC HEARING
5.A Ordinance 2019-33 "Housekeeping" Changes: Revising BIMC Title 2 Administration,....and Land Use Procedures and Title 18 Zoning
Cover Page
PC Staff Memo
DRAFT Ord 2019-33
Exhibit A Title 2 Housekeeping Changes.pdf
Exhibit B BIMC 18.09.020 Use Table Excerpt Temporary Uses

Exhibit C Title 18 Housekeeping Changes

Senior Planner Jennifer Sutton reviewed the changes made by the Commission previously.

The Public Hearing was opened and closed at 7:13 PM.

MOTION: I move to recommend approval of Ordinance 2019-33 to the City Council with the exception of changes related to amending subdivisions, highlighted in green and located on pages 13, 18, 28, 30, 33, 34, 37, 43, 46 and 47 of Exhibit A.
Quitslund/Paar: The motion carried unanimously.

6) UNFINISHED BUSINESS

6.A Ordinance No. 2019-38, Adopting Small Wireless Facilities Design Standards
Cover Page
Ordinance No. 2019-38, Adopting Small Wireless Design Standards - 10/24 Draft for PC Review
Ordinance No. 2019-15, Adopting Interim Small Wireless Facilities Design Standards
Industry Comments on Interim SWFs Design Standards (Ordinance No. 2019-15)
T-Mobile Comment Regarding BIMC 18.10A.040.B

Deputy City Attorney Robbie Sepler introduced Mr. Daniel Kenney who reviewed the code revisions.

Public Comment:
Kim Allen spoke for additional work being done on the proposed code.
Bob Russell spoke in favor of antennas as frequently as needed.

Chair called a recess at 8:15 PM.
Meeting reconvened at 8:22 PM.

7) NEW BUSINESS

7.A Ordinance No. 2019-32 Amending BIMC 2.16.020.S. Housing Design Demonstration Projects (HDDP) Program
Cover Page
DRAFT ORD 2019-32 HDDP Program
PLANNING COMMISSION MINUTES 062118.pdf
Ordinance No. 2018-31 Limiting the Housing Design Demonstration Project Program to Affordable Housing Approved 082818
HDDP Program Summary for PC
BIMC 2.16.020.S HDDP Program

Senior Planner Jennifer Sutton facilitated the discussion.

Public Comment:
Herb Hethcote spoke in favor of continuing only Tier 3 of HDDP program.
Kirsten Hytopoulos spoke about the boundary of the area allowed for HDDP and in favor of affordability in perpetuity.
Ron Peltier spoke about the HDDP program not being consistent with the Comprehensive Plan.
Michael Gray spoke against extending the HDDP program.
Erica Shriner spoke against extending the HDDP program.
Sarah Blossom spoke in support of extending the HDDP program.

8) PLANNING DIRECTOR'S REPORT

Planning Director Heather Wright provided an update on City Council actions of interest to the Planning Commission.

9) FUTURE PLANNING COMMISSION AGENDAS

10) ADJOURNMENT

Meeting was adjourned at 9:52 PM.

William Chester, Chair

Jane Rasely, Administrative Specialist

CITY OF
BAINBRIDGE ISLAND

Planning Commission Public Participation Meeting
and Special Meeting
Thursday, October 24, 2019
6:00 pm – 9:00 pm

PLEASE PRINT

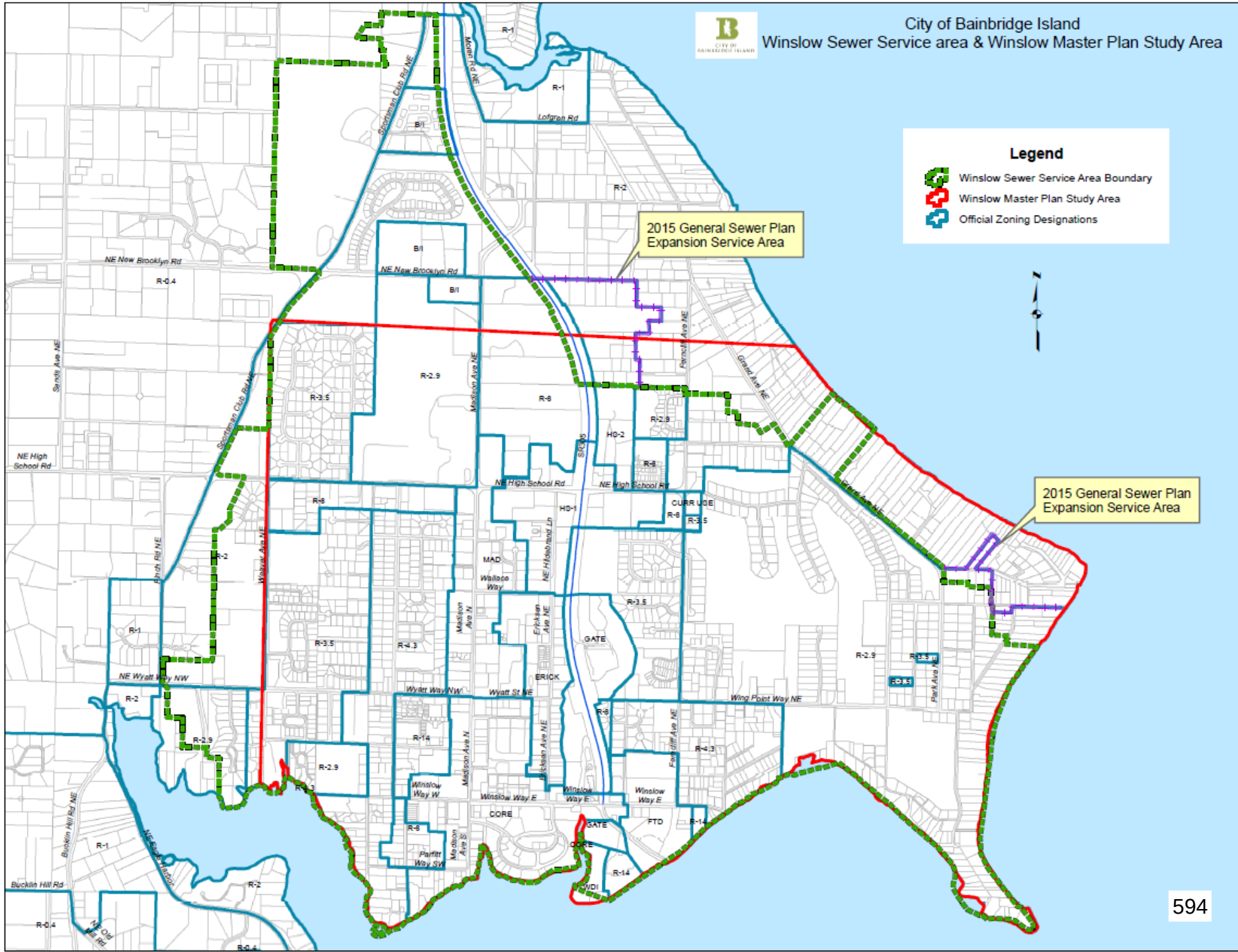
Name	Address	E-Mail	Receive Notes from PPM	Join ListServ Yes/No
Heather Church	~~[illegible]~~	Heatherchurch@comcast.net		
DANNY RODRIGUEZ	6673 KOJIMA	ISLAND WINDOW WORK@C.COM	X	
BILL MOORE	6630 WETTD	BJI		
Carolyn Sheets	6789 NE Vincent Rd	historykat@gmail.com	X	
Kathryn Lafond	6685 Kojima AVE. NE	klafond@gmail.com	X	
George Brooks	6685 Kojima Ave. NE	george@compracise.com	X	
Nora McGraw	6500 Blue Sky Ln. NE	noraaray@hotmail.com	✓	
Herb Hethcote	1866 Commodore Ln			

Housing Design Demonstration Project (HDDP) Program Overview

- **2009 3-year Pilot Program applies in the greater Winslow area Revised in 2013; Revised in 2016 to reflect LID requirements, extended until 2019.**
- **Promotes green building, sustainable site development, and housing diversity & affordability using development standard flexibility & density incentives**
- **4 Tiers: Density incentives scaled to amount of Green Building and Infrastructure, and Housing Diversity**
- **1,600 square foot maximum dwelling unit size for all HDDP units**
- **2018 Recommendation by Planning Commission: Ordinance 2018-31 limited HDDP to those with 100% affordable housing until subdivision regulations updated.**

HDDP Program Available to Properties located:

- in the WMP Study Area or
- in the Winslow Sewer Service Area



Excerpt Table 2.16.020.Q-1: Housing Design Demonstration Project Scoring System		
Density Incentives	**Requirements to Receive Incentives**	
	Green Building and Innovative Site Development	**Housing Diversity**
Tier 4		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	Living Building Challenge (ILFI) OR Passive House (Passive House Institute US/International)	Home size not greater than 1,600 sq. ft.
	30 Points in Innovative Site Development Practices	10 pts/10% of units affordable housing
Tier 3		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	50% affordable housing
	25 Points in Innovative Site Development Practices	Home size not larger than 1,600 sq. ft.
Tier 2		
1.5 x Base Density (R-8 and R-14); OR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	Home size not larger than 1,600 sq. ft.
2.0 x Base Density not to exceed R-8 density (R-2, R-2.9, R-3.5, and R-4.3); OR		10% of units affordable housing
Max. Bonus Mixed-Use FAR	25 Points in Innovative Site Development Practices	Projects with ≥ 20 units must get 3 points in “Unit Type” category
Tier 1		
No Density Bonus	LEED Certification, BuiltGreen 4, or Evergreen Sustainable Development	•Home size not larger than 1,600 sq. ft.
		•4 points (projects with < 20 units) in “Housing Diversity” category
	14 Points in Innovative Site Development Practices	•5 points (projects with ≥ 20 units) in “Housing Diversity” category
		•Projects with ≥ 20 units must get 2 points in “Unit Type” category

Table 2.16.020.S-2 Housing Diversity Scoring Method

		Affordable Housing			Unit Size		Unit Type	
		Project includes a number of housing units that are designated affordable for a period of 50 years to the spectrum of income levels as defined by BIMC 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.			Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number of units in that range. For example, in a 40-unit development, at least 4 units sized between 1,001 and 1,200 ft^2 would be needed to score points in that range.		Unit type: Project includes a variety of housing unit types (i.e., single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40-unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.	
TIER	**Total Housing Diversity Points Required**	**Affordable Units**	**Ownership Value**	**Rental Value**	**Unit Size Range**	**Value**	**Number of Different Unit Types**	**Value**
		10%	10	12	< 800 ft^2	1	2	2
		11 – 15%	12	14	801 – 1,000 ft^2	1	3	3
		16 – 20%	14	16	1,001 – 1,200 ft^2	1	4	4
		21 – 25%	16	18	1,201 – 1,400 ft^2	1	5	5
		> than 25%	20	22	1,401 – 1,600 ft^2	1	**Min. Pts. Required**	
TIER	**Total Housing Diversity Points Required**	**Minimum % Required**			**Size Requirement**	**Min. Pts. Required**	**Min. Pts. Required**	
4	10 pts	10%			Max. home size 1,600 ft^2	NA	NA	
3	20 pts	50%			Max. home size 1,600 ft^2	NA	NA	
2	12 pts (projects < 20 units) 15 pts (projects ≥ 20 units)	10%			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 3 pts in "unit type"	
1	4 pts (projects < 20 units) 5 pts (projects ≥ 20 units)	NA			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 2 pts in "unit type"	

Table 2.16.020.S-3 Innovative Site Development Scoring Method

TIER	Minimum Site Development Point Requirement
4	30
3	25
2	25
1	14

Water Quality & Conservation

Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, green roofs and covered parking. All HDDP projects will follow the stormwater manual adopted in Chapter 15.20 BIMC.

REQUIREMENT	VALUE
Number of dwelling units that integrate greywater reuse components into building design:	
10%	1
11-20%	2
21-30%	3
Over 31%	4
Percentage of total roof area qualifying as "green roofs":	
15-30%	2
Over 31%	4
Project integrates cisterns: % of total roof area directed to cisterns: 15-30%	2
Over 31%	4
Percentage of total parking spaces that are covered (i.e. parking garage, carport):	
5-20%	1
21-40%	2
41-60%	3
61-80%	4
Over 81%	5

Landscaping & Open Space

Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030. A1, A2, A3, A6 & A7 is encouraged.

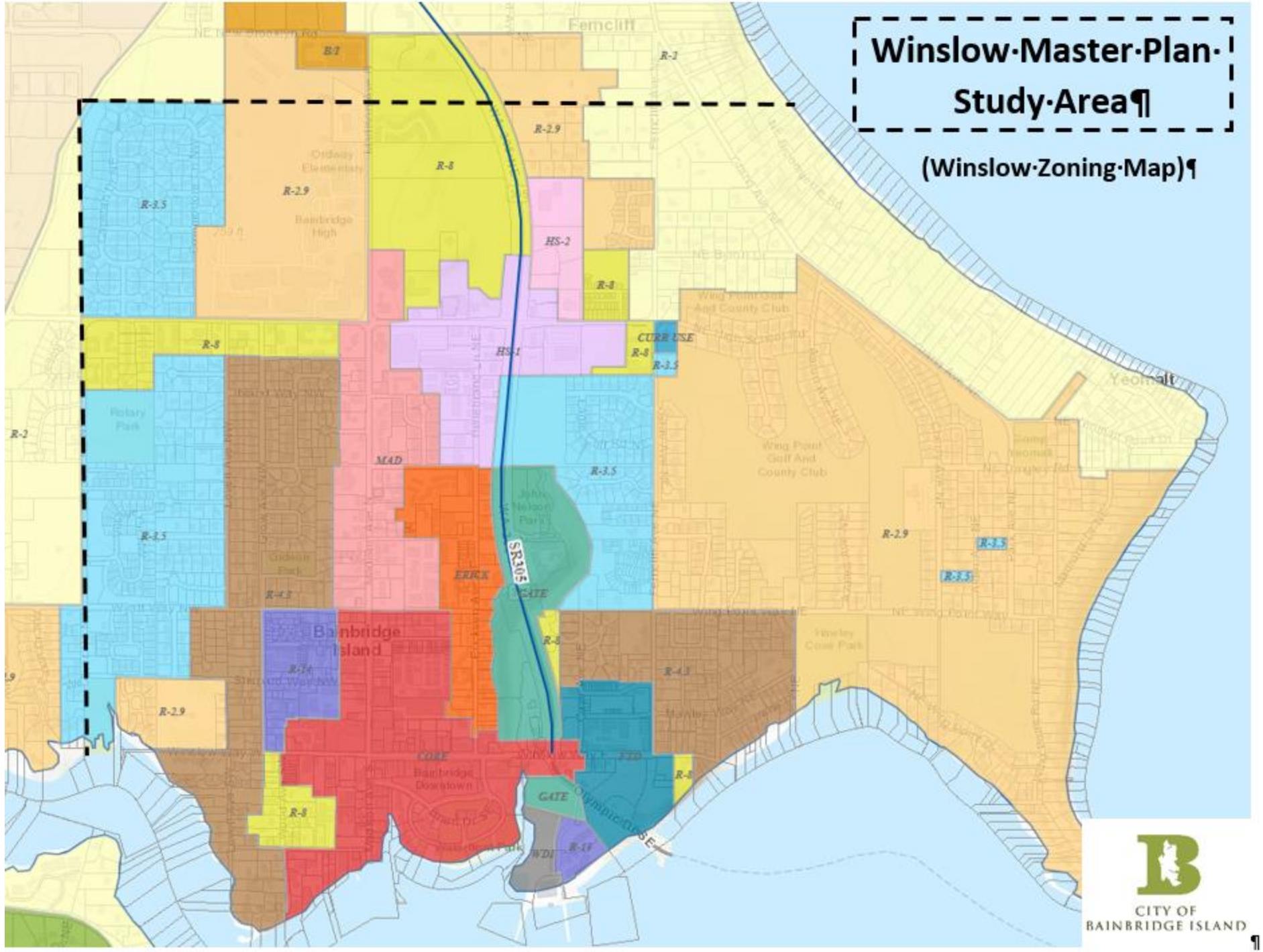
% OF OPEN SPACE	VALUE	VALUE IF PUBLIC
5-10%	2	4
11-15%	4	6
16-20%	6	8
21-25%	8	10
Greater than 25%	10	12
Incorporates neighborhood garden	2	
Preserves tree that qualifies as a "Heritage tree" under City Program. The tree is not otherwise required to be preserved.	2 per tree	
All Private yard areas ≤ 20% turf	4	
Project landscaping integrates at least 60% native or drought tolerant plants	4	

Transportation

Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Island-wide Transportation Plan (IWTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.

TRANSPORTATION COMPONENTS	VALUE
Project preserves, creates or integrates internal and external non-motorized connections.	2
Provides public walkways, separated paths, or bike lanes. No points for facilities required by IWTP.	3
On-site car sharing program	1 per each car
Electric vehicle charging stations for 3% of vehicle parking capacity.	3
Covered, consolidated bike parking for subdivisions	3
Bus Shelter	2

Summary of HDDP Projects							
HDDP Project	Tier	Zone	Max. Base Density	# & Type of Dwelling units	Green Building Certification Requirement	# of Affordable (AH) Units	Status
**Ferncliff Village *(HRB)*	3	R-3.5	20	40: Single-family (SF) & Townhomes (TH)	Evergreen Sustainable Development	40	Completed
**Grow Community	2	R-14	112	149: SF, Apartments (Apts.), Condos & Townhomes	Built Green 5	0	Mostly Built
Ericksen Urban Cottages	1	MUTC/ Ericksen	0.6 Res. FAR	16 SF	LEED Certified Required, Achieved LEED Platinum	0	Completed
Madrona Townhomes (The Walk)	1	MUTC/ Core	1.0 Res. FAR	52 SF TH & ADUs	LEED Certified	5	Under Construction
Bainbridge Landing	1	MUTC/ Ferry TD	1.1 Res. FAR	140: SF TH, Apts.& Age-in-Place	LEED Certified or Built Green 4	0	Under Construction
**Wallace Cottages	2	R-4.3	10	19 SF & Age-in-Place	LEED Silver or Built Green 4	2	Under Construction
Madison Place	1	MUTC/ Madison	0.6 Res. FAR	18 SF & Duplexes	LEED Certified or Built Green 4	0	Under Construction
Ericksen Gardens	1	MUTC/ Ericksen	0.6 Res. FAR	5 SF (including 1 ADU)	LEED Certified or Built Green 4	0	Under Construction
Total HDDP Units Permitted				439	Total Designated AH Units	47	
**# of Bonus Units Achieved Through HDDP				66			


Winslow·Master·Plan·
Study·Area¶
(Winslow·Zoning·Map)¶
Fernclift
B-1
R-2
R-2.9
R-8
R-3.5
HS-2
HS-1
CURB USE
R-4.3
MAD
SR305
GATE
Bainbridge Island
Bainbridge Downtown
R-1.8
WDI
Olympic Drive
Yeomalt
CITY OF BAINBRIDGE ISLAND

¶

October 24, 2019

Planning Commissioners:

I am speaking for myself and not on behalf the City Council.

Comments have been made that suggest that HDDP is not an appropriate program to use for the Suzuki project, or other affordable housing projects, and that is not correct. My familiarity with HDDP predates its adoption in 2009 and I think it's important for everyone who will be working on this to understand its origins. At our Council Meeting on Tuesday I provided some history of the HDDP program and I wanted to provide that to the Planning Commission as well.

Affordable housing was the impetus for the creation of the Housing Design Demonstration Project, more commonly known as HDDP. Back in 2007 there were two affordable housing developments being proposed. One of those was on a six-acre parcel on Ferncliff Avenue that had been donated by Lois Curtis. The other was a piece of City owned property at the corner of New Brooklyn and Sportsman Club; that property is referred to as the Suzuki property.

I'm going to provide you with an overview of the first "Suzuki Task Force" recommendations from 2008 because that is where this all started. The Task Force recommended that the City first rezone the Suzuki property to R-3.5 and then sell the it through an RFP process that included a scoring system that addressed community goals such as a varied housing mix, permanent affordability, green and sustainable construction, open space, community gardens, buffers and trails. Does any of this look familiar to you? If you have even a basic understanding of HDDP, it should.

The Task Force also recommended that the City not sell the property until an Inclusive Housing Ordinance, which would provide a density bonus for affordable housing, was adopted because the existing R-2 zoning made it economically infeasible to build affordable housing there. One proposal was to have a 15% affordable housing requirement, plus a 20% bonus.[1]

In addition to discussing an Inclusive Housing Ordinance, the Task Force also suggested that the project could be developed under an Innovative Housing Demonstration Project ordinance. Hopefully, you realize at this point that this is the genesis of HDDP, because when you combine the concept of bonus density for affordable housing, the scoring matrix described above, and the name "Innovative Housing Demonstration Project", HDDP is what you get. In case it's not obvious yet – ~~Innovative~~ Housing Design Demonstration Project.

The concept of HDDP really picked up steam in 2009. I was not a City Councilmember then, but I was paying attention and I was a critic. I fully supported the use of a program like HDDP to provide bonus density for affordable housing, but I did not like what it became. The bonus density allowed by HDDP caught the eye of for-profit developers and this program, which was intended to allow not-for-profit developers, like Housing Resources Bainbridge, to build communities like Ferncliff Village, quickly

[1] Under the R-3.5 zoning base that was recommended 83 units could have been built on the Suzuki property –49 market rate units and 34 affordable units. That is a lower ratio of affordable units than the 50% that was required as part of a Tier 3 HDDP project.

became something else. What was ultimately adopted allowed developers to choose between two paths to get their bonus density, green building and affordable housing. To those of us who were critical of HDDP, it didn't make sense to allow the bonus densities that HDDP allowed for green building, without an affordable housing component, for a couple of reasons. First, building and development regulations were already on track to require much of what was being incentivized. Second, green building was very trendy and a lot of developers on the Island were building green anyway because of its marketability. HDDP was revised in 2013 to eliminate the separate paths and require an affordability component for any tier that allowed a density bonus.

The majority of HDDP projects have used Tiers 1 (no affordable housing requirement) and 2 (10% affordable housing requirement) and it is true that those tiers have provided, or will provide, very few affordable units. So far, Ferncliff Village is the only community built using Tier 3 of HDDP. The 40 units of permanently affordable housing at Ferncliff Village is a significant number of affordable units for Bainbridge Island.

The fact that Ferncliff Village is the only development built using Tier 3 should not come as a surprise to anyone who understands HDDP. No developer is going to make any money using Tier 3, so they aren't going to use it and we won't get any affordable units from for-profit developers. However, a not-for-profit developer can use it to build a community that provides a significant number of affordable housing units. Why would you want to eliminate that possibility?

I hope this helps to address the question of whether HDDP is an appropriate tool for Suzuki, or other potential affordable housing projects. Really, it's coming full circle. HDDP started with Suzuki, why wouldn't it be appropriate to use it there.

I do not think that this is as complicated as some would like you to believe. In fact, I think there is a very simple solution that addresses everyone's concerns: Eliminate Tiers 1 and 2 completely but retain Tier 3 with a 50% affordability requirement.

I understand that there are concerns about HDDP and I understand why, but you can't deny its usefulness for not-for-profit development of affordable housing. I think that some of angst is about the Suzuki project. Because of that I think it's important for the Planning Commission to be aware of some recent developments. I don't want to go into that right now because I was hoping to keep this to one page, but I will be at your meeting tonight and I am happy to provide that update should you wish to hear it.

Thank you for taking the time to read this.

Sarah Blossom

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" Fee and a Deposit Fee for Third Party Review of Environmental Reports - Planning,

SUMMARY:
Resolution No. 2020-04 amends the City's Fee Schedule to add a "Temporary Construction Staging Permit" fee (a new use per Ordinance No. 2020-03) and an Environmental Report/Document Third Party Review Deposit (a new, on-call environmental review service).

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

RECOMMENDED MOTION:
Approve with the Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

Resolution No. 2020-04 amends the City's Fee Schedule to add a "Temporary Construction Staging Permit" fee of $720. This is the same fee currently charged for the existing "Temporary Parking Lot Permit," which has a similar level of review; both permits are related to other, larger construction permits.

This new $720 fee is a starting point. The City Department of Planning and Community Development is currently going through a fee study that is reviewing all fees. A resolution updating the City's fee schedule as a result of this study is expected to be completed in the third quarter and that could include updated fees for both of these temporary uses.

Resolution No. 2020-04 also adds a fee of $3,500 for Environmental Report/Document Third Party Review Deposit. This fee will reimburse the City for all costs paid to engineers and consultants (including third party reviewers) that the City determines are necessary for processing an applicable application or performing any reviews or inspections in connection with such application. Examples of consultant environmental review that may be requested are related to:

- Habitat Management Plans
- Buffer Enhancement Plans
- Wetland Critical Areas Reports
- Wetland Mitigation Plans
- Aquifer Recharge Protection Area (ARPA) Stewardship Plans.

ATTACHMENTS:

Resolution No. 2020-04 Amending Fee Schedule.pdf

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2020-04

A RESOLUTION of the City of Bainbridge Island, Washington, amending the City's fee schedule to add a new fee for the new Temporary Construction Staging permit as established in Ordinance No. 2020-03 and to add a deposit for third party review of environmental reports and documents.

WHEREAS, on July 14, 2020, the City Council discussed a related measure, Ordinance No. 2020-03 that, among other changes, adds a new land use, *Temporary Construction Staging*, including BIMC 18.09.030.J.2., which establishes use specific standards to the new temporary construction staging permit; and

WHEREAS, the City Council approved Ordinance No. 2020-03 on July 28, 2020, and a fee is needed for the new temporary construction staging permit, and the City has determined that this new permit will require a similar amount of staff time and analysis as an existing permit, the "temporary parking lot permit," which is similar in kind to this new permit; and

WHEREAS, the City's fee schedule needs to be updated to reflect a fee for the new temporary construction staging permit; and

WHEREAS, BIMC 1.28.020.A.1. requires applicants to reimburse the City for all costs (plus 10 percent for administration) paid to engineers or consultants (including third party reviewers) that the City determines are necessary for processing applicable applications or performing any reviews or inspections in connection with such an application; and

WHEREAS, BIMC 2.16.020.K. requires, with limited exceptions, applicants to pay fees and charges established by ordinance or resolution before a land use permit or approval is issued; and

WHEREAS, the City is establishing through this resolution a deposit related to occurrences in which third party review is necessary for environmental reports and documents to ensure applicants pay for these services.

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

Section 1. A new subsection entitled "Temporary Construction Staging Permit" is added to Section 9, Building and Planning Fees, of the City's Fee Schedule, as follows:

TEMPORARY CONSTRUCTION STAGING PERMIT (Ordinance No. 2020-03, Resolution No. 2020-04)	$720.00

Section 2. Section 9, Building and Planning Fees, Critical Area Permit Fees, of the City's Fee Schedule, last amended on March 27, 2018 by Resolution 2018-09, is hereby amended as follows:

CRITICAL AREA PERMIT FEES
(Resolution Nos. 2006-50, 2008-01, ~~and~~ 2018-09, and 2020-04

Buffer Enhancement Plan Review	$1,526.00
Critical Area Site Investigation	Hourly Rate
Critical Area Permit - Major	$1,526.00
Critical Area Permit - Minor	no fee
Geologically Hazardous Area Third Party Geotechnical Review Deposit	$2,500.00
(An additional deposit is required when the estimated third party review cost will exceed previous deposits. Final balance of any unpaid ~~geotechnical~~ review service fees are due prior to issuance of ~~building~~ permits.)	
Environmental Report/Document Third Party Review Deposit	$3,500.00
Environmental Reports/Documents may include, but are not limited to: - Habitat Management Plans - Buffer Enhancement Plans - Wetland Critical Areas Reports - Wetland Mitigation Plans - Aquifer Recharge Protection Area (ARPA) Stewardship Plans	
(This deposit is required only when the Director has determined that third party review is necessary. An additional deposit is required when the estimated third party review cost will exceed previous deposits. Final balance of any unpaid review service fees are due prior to issuance of permits.)	
Reasonable Use Exception	
Single Family Residence	$3,816.00
All Other	$6,106.00

Critical area restoration and enhancement projects not required as project mitigation and meeting the criteria of BIMC 16.20.040.B.2 shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this shall not apply to fees for the appeal of City decisions.

Section 3. Section 9, Building and Planning Fees, Shoreline Permits, of the City's Fee Schedule, last amended on November 27, 2018 by Resolution 2018-35, is hereby amended as follows:

SHORELINE PERMITS
(Resolution Nos. 2006-50, ~~and~~ 2010-09, 2018-35 and 2020-04

Buoy (Programmatic Review)	$450.00
Shoreline Exemption without SEPA	$572.00
Shoreline Exemption with SEPA	$1,908.00
Shoreline Substantial Development Permit	$6,869.00

Commented [PB1]: Informational Note:
This is added for clarity and is consistent with current practice.

Shoreline Substantial Development Permit for Enlargement of Existing Structure	$4,579.00
Shoreline Conditional Use Permit	$8,014.00
Shoreline Conditional Use Permit for Enlargement of Existing Structure	$5,342.00
Shoreline Variance:	
Administrative	$5,724.00
Full process (Hearing Examiner)	$8,014.00
Shoreline Clearing Permit (Not applicable to removals of hazard trees as determined by an ISA TRAQ Arborist)	$180.00
Environmental Report/Document Third Party Review Deposit	$3,500.00

Environmental Reports/Documents may include, but are not limited to:

- Habitat Management Plans
- Mitigation Plans, Monitoring Plans, & Monitoring Reports
- Violation Mitigation/Restoration Plans

(An additional deposit is required when the estimated third party review cost will exceed previous deposits. Final balance of any unpaid review service fees are due prior to issuance of permits.)

Fish and wildlife habitat restoration and enhancement projects within the jurisdiction of the City's Shoreline Management Master Program and meeting the criteria in WAC 173-27-040(2)(o) and (p) shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this subsection shall not apply to fees for the appeal of City decisions.

Commented [PB2]: Informational Note:
This is to reflect RCW 77.55.181 and associated changes to WAC 173-27-040(2).

Section 4. This resolution shall take effect immediately upon passage.

PASSED by the City Council this ___ day of _____, 2020.

APPROVED by the Mayor this ___ day of _____, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: July 9, 2020
PASSED BY THE CITY COUNCIL: _____, 2020
RESOLUTION NO. 2020-04

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Resolution No. 2020-14, Authorizing Use of Electronic Signatures in City Business - Executive,

SUMMARY:
During the 2020 regular session, the Washington State Legislature passed, and Governor Inslee signed, ESSB 6028, adopting the Uniform Electronic Transactions Act (UETA). UETA took effect on June 11, 2020, and authorizes the City to adopt a policy governing the extent to which the City will send and accept electronic signatures when conducting City business. If approved, Resolution No. 2020-14 would authorize the City Manager to adopt, and amend as necessary, a policy governing the use of electronic signatures during the transaction of City business.

The adoption of this policy will serve to support current, new City business processes that have been implemented due to COVID-19 concerns. Increasingly, City staff, customers, and vendors rely on the use of remote communication tools to conduct City business.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Resolution No. 2020-14 Authorizing Use of Electronic Signatures

FISCAL DETAILS: Resolution No. 2020-14 directs the City Manager to specify, in the adopted policy, one or more electronic signature platforms to be used by City employees when affixing electronic

signatures to electronic records relating to City business. The City likely will need to contract with an electronic signature platform (e.g., DocuSign, Adobe Sign) to facilitate the use of electronic signatures in City business, the cost of which is still to be determined.

Fund Name(s):

Coding:

RESOLUTION NO. 2020-14

A RESOLUTION of the City Council of Bainbridge Island, Washington, authorizing the City Manager to develop and adopt a policy governing the use of electronic signatures when transacting City business; Authorizing the Mayor and Deputy Mayor to use electronic signatures when conducting City business.

WHEREAS, during the 2020 Regular Session, the Washington State Legislature passed, and Governor Inslee signed, ESSB 6028, adopting the Uniform Electronic Transactions Act (UETA); and

WHEREAS, the purpose of the UETA is to facilitate the use of electronic signatures to conduct business through electronic transactions; and

WHEREAS, under the UETA, the City is authorized to adopt a policy governing the extent to which the City will send and accept electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic signatures in the transaction of City business; and

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

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

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

WHEREAS, to reduce the spread of COVID-19, many City employees have been telecommuting; and

WHEREAS, the adoption of a policy governing the use and acceptance of electronic signatures will facilitate the transaction of City business by employees who are telecommuting; and

WHEREAS, the Mayor, and in their absence the Deputy Mayor, signs certain records, including approved ordinances and resolutions, and an option to sign such records electronically may reduce face-to-face interactions during the COVID-19 public health emergency; and

WHEREAS, the adoption of a policy governing the use and acceptance of electronic signatures will also increase the effectiveness and efficiency of the City's business processes.

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

Section 1. The City Council finds it to be in the public interest to allow the use of electronic signatures in City business to the fullest extent allowed by law.

Section 2. The City Council recognizes that whenever the use of a written, affixed by hand, or "wet" signature created when a person physically marks a record with the intent to sign the record is authorized or required, an electronic signature may be used with the same force and effect, except as otherwise required by law.

Section 3. The City Council authorizes and directs the City Manager to adopt, and periodically amend as necessary, a policy governing the use of electronic signatures during the transaction of City business. The policy shall be consistent with this resolution and the provisions of ESSB 6028, as either may be amended. The policy adopted shall specify one or more electronic signature platforms to be used by City employees when affixing an electronic signature to electronic records relating to City business.

Section 4. The Mayor and Deputy Mayor are hereby authorized to affix electronic signatures to electronic records relating to City business, except as otherwise required by law, using one of the electronic signature platforms specified in the policy adopted by the City Manager pursuant to Section 3 of this resolution.

Section 5. This resolution shall take effect immediately upon passage.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: July 10, 2020
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2020-14

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 28, 2020 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training - Executive,

SUMMARY: To reduce the spread of COVID-19, many members of City staff have been authorized to telecommute from home. To accommodate the sudden increase in the percentage of staff telecommuting, the City is exploring how to increase the capacity and efficiency of the City's IT infrastructure, including network design and security. City staff are proposing a mutual aid arrangement with the Kitsap Public Health District (KPHD) to access their significant in-house staff expertise in network design and security. In this time of emergency, KPHD is willing to provide such expertise to the City at a reduced rate.

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

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:	
Amount:	$12,000
Ongoing Cost:	
One-Time Cost:	$12,000
Included in Current Budget?	No

BACKGROUND: The City has significantly increased the use of telecommuting arrangements due to the COVID-19 pandemic. This increase has led to the City exploring how to increase the capacity and efficiency of the City's IT infrastructure, including network security. The City has sought outside resources to assist with this highly-specialized work. After researching various options, City staff are proposing a mutual aid arrangement with the Kitsap Public Health District (KPHD) to access their significant in-house staff expertise in network design and security. In this time of emergency, KPHD is willing to provide such expertise to the City at a reduced rate.

.Areas to be reviewed include:

- Upgrade of the virtual private network (vpn) for remote workers – increasing capacity, efficiency, and security

- advanced threat protection – detecting potential security threats
- addition of an intrusion prevention system (IPS) – monitoring network for signs of an attack
- Network Access Control (NAC) – keeping unauthorized users out
- firewall security upgrade – monitoring and controlling incoming and outgoing traffic
- Security Information and Event Logging Management (SIEM) – identification, reporting, and alert of security incidents

Under Section 15.2 of the Procurement Policy, all interlocal and interagency agreements must be approved by City Council, except for amendments to interlocal agreements that simply extend the term of the agreement, which may be approved by the City Manger.

ATTACHMENTS:

Bainbridge Island - Kitsap Public Health - Network Security Consultation and Training Agreement

FISCAL DETAILS: The agreement contemplates a payment not to exceed $12,000. This expense was not anticipated during budget development, and thus a budget increase is requested. The additional cost is currently an unbudgeted CARES eligible expense. The cost will be added to the second quarter budget amendment to the general fund and be reimbursed through the CARES grant.

Fund Name(s): General Fund

Coding:

Agreement
for Network Security Consultation and Training

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and the Kitsap Public Health District, a Washington State municipal corporation, ("District").

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

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

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

WHEREAS, to reduce the spread of COVID-19, many members of City staff have been authorized to telecommute from home; and

WHEREAS, in order to accommodate the sudden increase in the percentage of staff telecommuting, the City is exploring how to increase the capacity and efficiency of the City's IT infrastructure, including network security; and

WHEREAS, the District has significant in-house staff expertise in network security and is willing to provide such expertise to the City at a reduced rate.

NOW, THEREFORE, in consideration of the mutual commitments set forth in this Agreement, the City and the District (the "Parties") agree as follows:

1. SERVICES PROVIDED. Subject to the terms and conditions of this Agreement, the District shall provide network security consultation and training services to the City as time permits. When the City desires the District to provide such services, the City shall submit a request to the District and the Parties will negotiate a mutually agreeable time and place for such services to be provided. All network security consultation and training services provided under this Agreement shall be performed by the District's Network Administrator, Nii Nortey Quist-Therson, or alternative approved by the City.

2. PAYMENT. The City shall pay the District hourly at the rate of $100.00 per hour, plus travel expenses, but not more than a total of twelve thousand dollars ($12,000.00). Travel expenses shall be reimbursed at the IRS standard mileage rate for business use in effect at the time the expenses were incurred. The District shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month.

3. TERM. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect for a period of five years, unless terminated earlier by either party as provided below.

4. TERMINATION. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. The Administrator of the District, at their discretion, may provide such notice on behalf of the District. The City Manager of the City, at their discretion, may provide such notice on behalf of the City.

5. INDEPENDENT CONTRACTOR. The District and the City understand and expressly agree that the District is an independent contractor in the performance of each and every part of this Agreement. The District expressly represents, warrants, and agrees that the District's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The District, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The District shall make no claim of City employment nor shall the District claim any related employment benefits, social security, and/or retirement benefits. The District shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the District shall pay the same before it becomes due.

6. INDEMNIFICATION.

A. The District shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the District in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of the City. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of the City, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District.

B. The City shall defend, indemnify, and hold harmless the District, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of the District. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of the District, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

D. The provisions of this section shall survive the expiration of this Agreement and shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.

7. INTERLOCAL AGREEMENT. To the extent that, to be enforceable, this Agreement is required to be an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW, 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 City and the District shall be financed as provided in this Agreement. Each party shall be responsible for its own budget.

C. No administrator or joint board shall be responsible for administering the undertakings. To the extent that RCW 39.34.030 requires an administrator for this Agreement, the City Manager, on behalf of the City, and the Administrator, on behalf of the District shall jointly administer this Agreement.

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.

8. SAFEGUARDING OF PERSONAL INFORMATION

The District shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The District agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The District shall protect any Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification, or loss. Where Personal Information is used under this Agreement, the District shall ensure its directors, officers, employees, subcontractors, or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The District agrees not to release, divulge, publish, transfer, sell, or otherwise make Personal Information known to unauthorized persons without the express written consent of the City or as otherwise authorized by law.

The District agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The District shall certify the return or destruction of any Personal Information obtained under this Agreement upon expiration or termination of the Agreement and the District shall retain no copies. If the District and the City mutually determine that return or destruction is not feasible, the District shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The District shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. The District shall take necessary steps to mitigate the harmful effects of such use or disclosure. The District is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

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

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

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

12. AUTHORIZATION. In signing this Agreement, the undersigned individuals attest that they are authorized to execute this Agreement on behalf of their public agency.

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

KITSAP PUBLIC HEALTH DISTRICT	**CITY OF BAINBRIDGE ISLAND**
Date:_____	Date:_____
By:_____	By:_____
Keith Grellner, Administrator	Morgan Smith, City Manager